



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Vehicles & Industrial Products Division
140 O'Connor, Tower East
4th Floor
140 O'Connor, Tour Est
4ème étage
Ottawa
Ontario
K1A 0S5

Title - Sujet Rough Terrain Forklifts	
Solicitation No. - N° de l'invitation W8476-206091/B	Date 2019-10-22
Client Reference No. - N° de référence du client W8476-206091	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-940-77899	
File No. - N° de dossier hp940.W8476-206091	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-11-19	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Murray, David	Buyer Id - Id de l'acheteur hp940
Telephone No. - N° de téléphone (613) 296-9230 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

This bid solicitation cancels and supersedes previous bid solicitation number W8476-206091/A dated May 28, 2019 with a closing of July 24, 2019 at 14:00 Eastern Daylight Time (EDT).

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W8476-206091/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
HP940

Client Ref. No. - N° de réf. du client
W8476-206091

File No. - N° du dossier
hp940W8476-206091

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PART 1 - GENERAL INFORMATION

1.1 Requirement

Canada is seeking proposals to procure:

1.1.1 Four (4) Rough Terrain Forklifts and Three (3) Top-pick Container Handling Attachments and ancillary items as described in Annex "A" - Pricing and in accordance with Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

1.1.2 Irrevocable options identified in Annex "A"- Pricing.

1.1.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

1.1.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A"- Pricing.

1.1.2.3 The options may be exercised within twelve (12) months after contract award.

1.2. Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

1.3. Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.4 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

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1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *Ontario*.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.5 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (1 hard copies)
Section IV: Additional Information (1 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Bidders should complete and submit with their bid the following;

- Appendix 1 - Technical Information Questionnaire

3.1.1 Substitute and Alternatives

Bidders may propose substitutes and alternatives where **equivalent** is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work). Offerors / suppliers are encouraged to offer or suggest green solutions whenever possible.

1. Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority where the Bidder:
 - (a) Clearly identifies a substitute and/or an alternative;
 - (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
 - (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
 - (d) Provides complete specifications and brochures, where applicable;
 - (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and

- (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
- 2. Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance by the Technical Authority if:
 - (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the evaluate the equivalency; or
 - (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6 and Annex "A" - Pricing.


3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.


If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html)  (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and

other costs paid by the Bidder and which are to be included in the adjustment amount.

3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html)  (http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

Bidders must submit the certifications required under Part 5 - Certifications.

Section IV Additional Information

Canada requests that bidders submit the following information:

3.1.4 Delivery

Firm Quantity

While delivery of the vehicles is requested by 31 July 2020, the best delivery that can be offered is as follows:

Item 001 – One (1) Rough Terrain Forklift and related items will be delivered within _____ calendar days from the effective date of the contract.

Item 002 – One (1) Rough Terrain Forklift and related items will be delivered within _____ calendar days from the effective date of the contract.

Item 003 – One (1) Rough Terrain Forklift and related items will be delivered within _____ calendar days from the effective date of the contract.

Item 004 – One (1) Rough Terrain Forklift and related items will be delivered within _____ calendar days from the effective date of the contract.

Item 005 – One (1) Top-pick Container Handling Attachment and related items will be delivered within _____ calendar days from the effective date of the contract.

Item 006 – One (1) Top-pick Container Handling Attachment and related items will be delivered within _____ calendar days from the effective date of the contract.

Item 007 – One (1) Top-pick Container Handling Attachment and related items will be delivered within _____ calendar days from the effective date of the contract.

Optional Quantity

If an option is exercised, the best delivery that can be offered is as follows:

Item 008 – Up to Four (4) Rough Terrain Forklifts and ancillary items will be delivered within _____ calendar days after an option is exercised.

Item 009 – Up to Four (4) Top-pick Container Handling Attachments and ancillary items will be delivered within _____ calendar days after an option is exercised.

3.1.5 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of twenty-four (24) months or 2000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

3.1.6 Extended Warranty Period

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twenty-four (24) months or 2000 hours of usage, whichever comes first (as indicated in the requisition).

If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.

Any extended warranty period offered will not be included in the financial evaluation.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.
- c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of

format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the

Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid

- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Evaluation Criteria

- a) Bidders must demonstrate their compliance with all technical evaluation criteria detailed in Appendix 1 - Technical Information Questionnaire, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.
- b) Bidders proposing substitutes and/or alternatives must submit, with their bid all the information requested as detailed in Part 3, section 2 - Substitutes and Alternatives to be considered for evaluation.
- c) The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.1.3 Mandatory Financial Evaluation Criteria

4.1.3.1 Bidders must provide, with their bid, the financial information requested in the bid solicitation and at Annex "A" - Pricing for items 001 to 013.

4.1.3.2 The prices of the bid Bids must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for the firm quantity for items 001 to 007 and optional quantity items 008 and 009, Canadian dollars for familiarization instructions/training (option) item 010 and item 011. Canadian dollars for troubleshooting instructions/training (option) item 012 and item 013. Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.1.3.3 Aggregate Evaluated Price

Bids will be evaluated on an aggregate price basis for the firm quantity, the optional quantity, the familiarization instructions/training (option), and the troubleshooting instructions/training (option).

4.1.3.4 To determine the total price for the firm quantity, calculation will be as follows:

- a) The firm unit price for the firm quantity will be multiplied by their identified estimated quantities.

4.1.3.5 Since the optional quantities are to be exercised by provinces, the firm unit price for the optional quantities will be averaged.

To determine the average price for the optional quantities, calculation will be as follows:

- a) The firm unit price for the optional quantity for each province identified will be added; and
- b) The sum will be divided by five (5).

4.1.3.6 The firm unit price for the English and French familiarization instructions/training (option) will be averaged.

To determine the average price for the familiarization/training (option), calculation will be as follows:

- a) The firm unit price for the English and French familiarization/Instructions/training (option) will be added; and

b) The sum will be divided by two (2).

4.1.3.7 The firm unit price for the English and French troubleshooting instructions/training (option) will be averaged.

To determine the average price for the troubleshooting instructions/training (option), calculation will be as follows:

a) The firm unit price for the English and French troubleshooting instructions/training (option) will be added; and

b) The sum will be divided by two (2).

4.1.3.8 To determine the aggregate evaluated price for the firm quantity, optional quantity, familiarization instructions/training (option), and troubleshooting instructions/training calculation will be as follows:

a) The average price for the optional quantity obtained in 4.1.3.5 (b) above will be multiplied by the total estimated optional quantity identified;

b) The average price for the familiarization instructions/training (option) obtained in 4.1.3.6 (b) above will be multiplied by the total estimated optional quantity identified; and

c) The average price for the troubleshooting instructions/training (option) obtained in 4.1.3.7 (b) above will be multiplied by the total estimated optional quantity identified; and

d) The result will be added to the total price for the firm quantity obtained in 4.1.3.4 (a) above.

4.2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex "D" titled "Federal Contractors Program for Employment Equity – Certification", before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive

5.2.3.1 Product Conformance

The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the purchase description(s).

This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Bidder's authorized representative signature

Date

5.2.3.2 Clause D5540C “ISO 9001:2008 - Quality Management Systems (QAC Q)” – Certification – For items 001 to 009.

The Bidder certifies that it meets, and will continue to meet throughout the duration of the contract, all requirements of clause D5540C “ISO 9001:2008 - Quality Management Systems (QAC Q)” found in Part 6.

Bidders' Authorized Representative Signature

Date

5.2.3.3 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- b) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

Or

- c) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise	

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specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2. Requirement

6.2.1 The Contractor must deliver Four (4) Rough Terrain Forklifts and Three (3) Top-pick Container Handling Attachments and ancillary items as described in Annex "A" - Pricing and in accordance with Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

6.2.2 The Contractor grants to Canada irrevocable options identified in Annex "A" - Pricing.

6.2.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

6.2.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A" - Pricing.

6.2.2.3 The options may be exercised within Twelve (12) months after contract award.

6.3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2018-06-21) General Conditions - Goods (Medium Complexity), apply to and form part of the contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twenty-four (24) months, or 2000 hours of usage, whichever comes first".

Delete subsection 2 in its entirety and replace it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

6.4. Term of Contract

6.4.1 Delivery of the Vehicles

6.4.1.1 Firm Quantity

Delivery date of the vehicles must be made as follows:

Item 001 - One (1) Rough Terrain Forklift and ancillary items must be delivered on or before _____ *(Date to be inserted by PWGSC the Contracting Authority at time of contract award.)*

Item 002 - One (1) Rough Terrain Forklift and ancillary items must be delivered on or before _____ *(Date to be inserted by PWGSC the Contracting Authority at time of contract award.)*

Item 003 - One (1) Rough Terrain Forklift and ancillary items must be delivered on or before _____ *(Date to be inserted by PWGSC the Contracting Authority at time of contract award.)*

Item 004 - One (1) Rough Terrain Forklift and ancillary items must be delivered on or before _____ *(Date to be inserted by PWGSC the Contracting Authority at time of contract award.)*

Item 005 - One (1) Top-pick Container Handling Attachment and ancillary items must be delivered on or before _____ *(Date*

to be inserted by PWGSC the Contracting Authority at time of contract award.)

Item 006 - One (1) Top-pick Container Handling Attachment and ancillary items must be delivered on or before _____ (*Date to be inserted by PWGSC the Contracting Authority at time of contract award.*)

Item 007 - One (1) Top-pick Container Handling Attachment and ancillary items must be delivered on or before _____ (*Date to be inserted by PWGSC the Contracting Authority at time of contract award.*)

6.4.1.2 Option Quantity

Item 008 – Up to Four (4) Rough Terrain Forklifts and ancillary items to be delivered within _____ calendar days after an option is exercised. (Days to be inserted by PWGSC the Contracting Authority at time of contract award.)

Item 009 – Up to Four (4) Top-pick Container Handling Attachments and ancillary items to be delivered within _____ calendar days after an option is exercised. (Days to be inserted by PWGSC the Contracting Authority at time of contract award.)

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: David D. Murray
Title: Supply Officer
Organization: Public Works and Government Services Canada
Acquisitions Branch
LEFT Directorate, HP Division,
140 O'Connor Street, 4th Floor East Tower,
Ottawa Ontario, K1A 0S5
Telephone: 613-296-9230
E-mail: David.Murray@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope

of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____ (To be inserted by PWGSC at time of contract award.)

Title: _____

Organization: _____

Telephone: ____ - ____ - ____

E-mail: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Technical Authority:

The Technical Authority for the Contract is:

Name: _____ (To be inserted by PWGSC at time of contract award.)

Title: _____

Organization: _____

Telephone: ____ - ____ - ____

E-mail: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority

has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Quality Assurance Authority

The National Defence Quality Assurance Authority is:

Name: _____ (To be inserted by PWGSC at time of contract award.)

Title: _____

Organization: _____

Telephone: ____ - ____ - ____

E-mail: _____

DQA is the Quality Assurance Authority of the Department of National Defence for whom the work is being carried out under this Contract. DQA is responsible to monitor the Supplier's Quality Management System to provide confidence that the Supplier has the ability to fulfill the quality requirements in the contract.

6.5.5 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries

Name: _____ (To be completed by the bidder.)

Title: _____

Telephone: ____ - ____ - ____

E-mail: _____

Delivery follow-up

Name: _____ (To be completed by the bidder.)

Title: _____

Telephone: ____ - ____ - ____

E-mail: _____

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HP940

Client Ref. No. - N° de réf. du client
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6.5.6 After Sales Service

The following dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs and a full range of repair parts for the vehicle/equipment offered:

Item 001

Name: _____

Address: _____

Telephone Number: _____

Distance between the delivery location and the dealer and/or agent: _____km

Item 002

Name: _____

Address: _____

Telephone Number: _____

Distance between the delivery location and the dealer and/or agent: _____km

Item 003

Name: _____

Address: _____

Telephone Number: _____

Distance between the delivery location and the dealer and/or agent: _____km

Item 004

Name: _____

Address: _____

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Telephone Number: _____

Distance between the delivery location and the dealer and/or agent: _____km

Item 005

Name: _____
Address: _____

Telephone Number: _____

Distance between the delivery location and the dealer and/or agent: _____km

Item 006

Name: _____
Address: _____

Telephone Number: _____

Distance between the delivery location and the dealer and/or agent: _____km

Item 007

Name: _____
Address: _____

Telephone Number: _____

Distance between the delivery location and the dealer and/or agent: _____km

6.6. Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price(s) specified in Annex "A" - Pricing, and as follows:

6.6.1.1 Basis of Payment (BOP) Type 1

Firm unit prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra. The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

6.6.1.2 Basis of Payment (BOP) Type 2

Firm unit prices in Canadian dollars, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra. The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

6.6.1.3 Basis of Payment (BOP) Type 3

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in [Appendices B, C and D of the National Joint Council Travel Directive \(http://www.njc-cnm.gc.ca/directive/d10/v238/en\)](http://www.njc-cnm.gc.ca/directive/d10/v238/en), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

When requested by Canada, the Contractor must provide an estimated cost and relevant information for the travel and living.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

6.6.2 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only)

6.6.3 SACC Manual Clauses

C6000C	Limitation of price	2017-08-17
H1001C	Multiple Payments	2008-05-12
C3015C	Exchange rate fluctuation adjustment	2017-08-17

6.7 Invoicing Instructions

6.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions including the Client Ref # BT004. Invoices cannot be submitted until all work identified in the invoice is completed. Offerors /suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

Each invoice must be supported by:

- (a) a copy of the release document and any other documents as specified in the Contract;

6.7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

National Defence Headquarters
Mgen George R. Pearkes Bldg
101 Colonel By Drive
Ottawa, Canada
K1A 0K2

Attention: DLP 5-3-4-2

- (b) One (1) copy must be forwarded to the PWGSC Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.7.3 Holdback

A ten percent (10%) holdback will apply on the total price of each vehicle/equipment Item 001 to 009. on any due payment of the said vehicle/equipment. Release of the holdback (10%) is conditional upon receipt and certified acceptance by inspection authority of the said vehicle and all ancillary items as identified in Annex "A" - Pricing.

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Taxes payable as it was claimed and payable under the previous invoice.

- (a) The original and one (1) copy of the invoice for the holdback must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.
- (c) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8. Certifications

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>) The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Pricing;
- (d) Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks;
- (e) Appendix 1 - Technical Information Questionnaire;
- (f) Annex "D", Federal Contractors Program for Employment Equity – Certification;
- (g) the Contractor's bid dated _____

6.11 SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
A9062C	Canadian Forces Site Regulations	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2017-08-17
D3010C	Delivery of Dangerous Goods / Hazardous Products	2016-01-28
D5510C	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor	2017-08-17
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5540C	ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)	2019-05-30
D5604C	Release Documents - Foreign based Contractor	2008-12-12
D5605C	Release Documents - US based Contractors	2010-01-11
D5606C	Release documents (Department of National Defence): Canadian-based contractor	2017-11-28
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

6.12 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.13 Preparation for Delivery

The vehicle / equipment must be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to consignee personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicle(s) to consignee.

6.14 Shipping Instructions - Delivery at Destination

6.14.1 The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as detailed at Annex "A"- Pricing). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

6.14.2 The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the contacts specified in Annex "A"- Pricing. The consignee may refuse shipments when prior arrangements have not been made.

6.15 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:
National Defence Headquarters

Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
Attention: _____

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
E-mail: ContractAdmin.DQA@forces.gc.ca.

6.16 Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at the Department of National Defence facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

6.17 Progress Reports

The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical Authority and the Contracting Authority.

Each progress report must address the following questions:

- (a) Is the delivery on schedule?
- (b) Is the Contract free of any areas of concern in which the assistance or guidance of Canada may be required?
- (c) Each negative response must be supported with an explanation.

6.18 Tools and Loose Equipment

For shipment verification, all items and tools, which are shipped loose with the vehicle/equipment must be listed on the Inspection Certificate (CF 1280) or on an attached packing note.

6.19 Material

Material supplied must be new unused and of current production by manufacturer. (2019 model-year or newer).

6.20 Design Changes

The "Design Change, Design Deviation and Waiver Procedure" as defined in National Defence Standard D-02-006-008/SG-0001 must apply.

6.21 Interchangeability

Unless changes during the production run are authorized by Contracting Authority, all vehicles supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

6.22 Packaging

The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

6.23 Service at Delivery

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles delivered. Cost to provide this service must be included in the price of each vehicle.

Solicitation No. - N° de l'invitation
W8476-206091/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
HP940

Client Ref. No. - N° de réf. du client
W8476-206091

File No. - N° du dossier
hp940W8476-206091

CCC No./N° CCC - FMS No/ N° VME

6.24 Vehicle Recall Notices

All vehicle recall notices must be forwarded to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2

Attention: *(designation and name of TA to be inserted by PWGSC at contract award)*

Solicitation No. - N° de l'invitation
W8476-206091/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
HP940

Client Ref. No. - N° de réf. du client
W8476-206091

File No. - N° du dossier
hp940W8476-206091

CCC No./N° CCC - FMS No/ N° VME

ANNEX "A" - PRICING

Item 001 Rough Terrain Forklift (Firm Quantity)

The Contractor must deliver the vehicle/equipment including sample manuals, CD and paper of all approved manuals, photographs and line drawings, data summary sheets, safety data sheets, warranty letters, Initial parts kit list, training plans (English) in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

The Rough Terrain Forklift and ancillary items must be delivered to:

3 ASG Gagetown Supply Company
Major Equipment Section
Bldg B10
CFB Gagetown
Oromocto, NB E2V 4J5
Canada

Delivery contact: _____ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: _____ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ _____ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

Quantity: One (1)

Item 002 Rough Terrain Forklift (Firm Quantity)

The Contractor must deliver the vehicle/equipment including sample manuals, CD and paper of all approved manuals, photographs and line drawings, data summary sheets, safety data sheets, warranty letters, Initial parts kit list, training plans (English) in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

The Rough Terrain Forklift and ancillary items must be delivered to:

CFB Winnipeg DET Dundurn
Major Equipment Section
Dundurn Detachment
Camp Dundurn Sk
Dundurn SK S0K 1K0
Canada

Delivery contact: _____ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: _____ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ _____ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

Quantity: One (1)

Item 003 Rough Terrain Forklift (Firm Quantity)

The Contractor must deliver the vehicle/equipment including sample manuals, CD and paper of all approved manuals, photographs and line drawings, data summary sheets, safety data sheets, warranty letters, Initial parts kit list, training plans (English) in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

The Rough Terrain Forklift and ancillary items must be delivered to:

CFB ASU SUP Edmonton
Major Equipment Section
Replenishment Company (CMTT)
107 Street & 137 Avenue Bldg C8
Edmonton, AB T5J 4J5
Canada

Delivery contact: _____ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: _____ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ _____ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

Quantity: One (1)

Item 004 Rough Terrain Forklift (Firm Quantity)

The Contractor must deliver the vehicle/equipment including sample manuals, CD and paper of all approved manuals, photographs and line drawings, data summary sheets, safety data sheets, warranty letters, Initial parts kit list, training plans (English) in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

The Rough Terrain Forklift and ancillary items must be delivered to:

ASU Toronto
Major Equipment Section
LCol George Taylor Dennison III Armoury
1 Yukon Lane
Toronto, ON
M3K 0A1
Canada

Delivery contact: _____ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: _____ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ _____ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

Quantity: One (1)

Item 005 Top-pick Container Handling Attachment (Firm Quantity)

The Contractor must deliver the vehicle/equipment including sample manuals, CD and paper of all approved manuals, photographs and line drawings, data summary sheets, safety data sheets, warranty letters, Initial parts kit list, training plans (English) in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

The Top-pick Container Handling Attachment and ancillary items must be delivered to:

3 ASG Gagetown Supply Company
Major Equipment Section
Bldg B10
CFB Gagetown
Oromocto, NB E2V 4J5
Canada

Delivery contact: _____ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: _____ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ _____ per vehicle/equipment, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

Quantity: One (1)

Item 006 Top-pick Container Handling Attachment (Firm Quantity)

The Contractor must deliver the vehicle/equipment including sample manuals, CD and paper of all approved manuals, photographs and line drawings, data summary sheets, safety data sheets, warranty letters, Initial parts kit list, training plans (English) in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

The Top-pick Container Handling Attachment and ancillary items must be delivered to:

CFB Winnipeg DET Dundurn
Major Equipment Section
Dundurn Detachment
Camp Dundurn Sk
Dundurn SK S0K 1K0
Canada

Delivery contact: _____ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: _____ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ _____ per vehicle/equipment, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

Quantity: One (1)

Item 007 Top-pick Container Handling Attachment (Firm Quantity)

The Contractor must deliver the vehicle/equipment including sample manuals, CD and paper of all approved manuals, photographs and line drawings, data summary sheets, safety data sheets, warranty letters, Initial parts kit list, training plans (English) in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

The Top-pick Container Handling Attachment and ancillary items must be delivered to:

Major Equipment Section
Replenishment Company (CMTT)
107 Street & 137 Avenue Bldg C8
Edmonton, AB T5J 4J5
Canada

Delivery contact: _____ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: _____ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ _____ per vehicle/equipment, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

Quantity: One (1)

Item 008 Rough Terrain Forklift (Optional Quantity)

If this option is exercised, the Contractor must deliver the vehicle/equipment including Operator's manual, warranty letter, safety data sheets, Initial parts kit, maintenance manual, parts manual and training in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

For Destinations in British Columbia;

Firm unit price of \$ _____ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

For Destinations in Alberta and Saskatchewan;

Firm unit price of \$ _____ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

For Destinations in Manitoba;

Firm unit price of \$ _____ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

For Destinations in Ontario and Quebec;

Firm unit price of \$ _____ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

For Destinations in New Brunswick and Nova Scotia;

Firm unit price of \$ _____ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

Quantity: Up to Quantity Four (4)

Item 009 Top-pick Container Handling Attachment (Optional Quantity)

If this option is exercised, the Contractor must deliver the vehicle/equipment including Operator's manual, warranty letter, safety data sheets, Initial parts kit, maintenance manual, parts manual and training in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

For Destinations in British Columbia;

Firm unit price of \$ _____ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

For Destinations in Alberta and Saskatchewan;

Firm unit price of \$ _____ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

For Destinations in Manitoba;

Firm unit price of \$ _____ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

For Destinations in Ontario and Quebec;

Firm unit price of \$ _____ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

For Destinations in New Brunswick and Nova Scotia;

Firm unit price of \$ _____ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.6.1 Basis of Payment).

Quantity: Up to Four (4)

Item 010 Familiarization instructions/training - English (Option)

If this option is exercised, the Contractor must provide familiarization instruction/training, in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks

Firm unit price of \$_____ in accordance with Basis of Payment Type 2(as detailed at Clause 6.6.1 Basis of Payment).

Quantity: Up to Quantity Four (4)

Item 011 Familiarization instructions/training - French (Option)

If this option is exercised, the Contractor must provide familiarization instruction/training, in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

Firm unit price of \$_____ in accordance with Basis of Payment Type 2(as detailed at Clause 6.6.1 Basis of Payment).

Quantity: Up to Quantity Four (4)

Item 012 Troubleshooting instructions/training - English (Option)

If this option is exercised, the Contractor must provide familiarization instruction/training, in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks

Firm unit price of \$_____ in accordance with Basis of Payment Type 2(as detailed at Clause 6.6.1 Basis of Payment).

Quantity: Up to Quantity Four (4)

Item 013 Troubleshooting instructions/training - French (Option)

If this option is exercised, the Contractor must provide familiarization instruction/training, in accordance with the attached Annex "B" - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

Firm unit price of \$_____ in accordance with Basis of Payment Type 2(as detailed at Clause 6.6.1 Basis of Payment).

Quantity: Up to Quantity Four (4)

Item 014 Travel and Living for Familiarization Instruction/Training (Option)

(Item 014 will not be included in the financial evaluation)

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.
When requested by Canada, the Contractor must provide an estimated cost for the travel and living.

Estimated cost: \$_____ *(to be inserted by PWGSC if an option is exercised)* Familiarization Instruction/Training, for Travel and Living expenses, Delivered Duty Paid at destination, in accordance with Clause 6.6.1, Basis of Payment Type 3.

Quantity: Up to Quantity Eight (8)

Item 015 Extended Warranty Period

(Item 015 will not be included in the financial evaluation)

If the warranty period is extended for an additional period of _____ months/calendar days, the Contractor will be paid a firm unit price of \$_____ per vehicle/equipment, applicable Taxes are extra.



NOTICE

This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

Annex “B” - Purchase Description - Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks

The Canadian Forces Material Handling Equipment

Purchase Description (PD) for Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks

W8476-206091

10 October 2019

OPI: DSVPM 4/DAPVS 4
National Defence Headquarters
Major General George R. Pearkes Building
Ottawa, Ontario
K1A 0K2

Issued on Authority of the Chief of the Defence Staff



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1. **SCOPE**

1.1. **Scope** - This Purchase Description covers the requirements for rough terrain, articulated, all-wheel drive, diesel engine driven, sit-down rider forklift trucks.

1.2. **Instructions** - The following instructions apply to this Purchase Description:

- a) Requirements, which are identified by the word “***must***”, are mandatory. Deviations will not be permitted;
- b) Requirements identified with a “will” define actions to be performed by National Defence and require no action/obligation on the Contractor’s part;
- c) Where “***must***”, or “will” are not used, the information provided is for guidance only;
- d) Requirements identified by “***must***” or “***Equivalent***” are mandatory. The ***Technical Authority*** will consider substitutes/alternatives for acceptance as a ***Technical Authority*** approved ***Equivalent***;
- e) Where a standard is specified and the Contractor has offered an ***Equivalent***, that ***Equivalent*** standard ***must*** be supplied by the Contractor, at no cost to National Defence, when requested by the ***Technical Authority***;
- f) Where technical certification is required, a copy of the certification or an ***Equivalent must*** be provided by the Contractor upon request;
- g) Metric measurements ***must*** be used to define the requirement. Other measurements are for reference only and may not be exact conversions; and
- h) Dimensions stated as nominal ***must*** be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

1.3. **Definitions** - The following definitions apply to the interpretation of this Purchase Description:

1.3.1. “***Technical Authority***” - The government official responsible for technical content of this requirement.

1.3.2. “***Provided***” ***must*** means “provided and installed”.

1.3.3. “***Equivalent***” - A standard, means, or component type, which has been accepted by the ***Technical Authority*** as meeting the specified requirements for form, function and performance.

-
- 1.4. **Requirements Summary Table** - Vehicles covered by this Purchase Description are represented as Configurations. The following table indicates performance and features by Configuration:

			CONFIGURATION
CHARACTERISTIC	PARAGRAPH	UNITS	A
LOAD CENTRE	3.4.2(a)	mm	1,219
		in	48
LIFT CAPACITY	3.4.2(b)	kg	14,515
		lbs	32,000
LIFT HEIGHT	3.4.2(c)	mm	5,588
		in	220
OVERALL HEIGHT	3.4.2(d)	mm	3,708
		in	146
SIDE SHIFT ON EACH SIDE	3.4.2(f)	mm	100
		in	4

- 1.5. **Top-pick Container Attachment Table** - The following table indicates the locations where a top-pick container handling attachment **must** be delivered with the vehicle:

DESTINATION	PARA REF	TOP-PICK ATTACHMENT
CFB Gagetown, NB	3.5.1(o)	YES
CFB Edmonton, AB	3.5.1(o)	YES
Det Dunderun, SK	3.5.1(o)	YES
ASU Toronto, ON	3.5.1(o)	NO

2. **APPLICABLE DOCUMENTS**

2.1. **Government Furnished Documents** – Not applicable

2.2. **Other Publications** – The following documents form part of this Purchase Description. Websites for the organization are given when available. Unless otherwise specified, effective documents are those in effect on the date of manufacture. Sources are as shown:

2.2.1. **CAN/CSA Standards**

CAN/CSA-B335-04 Safety Standard for Lift Trucks
CAN/CSA Z107.56-13 Measurement of Noise Exposure
Canadian Standards Association (CSA)
5060 Spectrum Way, Mississauga, Ontario, L4W 5N6
<http://www.csa.ca/Default.asp?language=English>

2.2.2. **UL Standards**

UL 558 Standard for Safety, Industrial Trucks, Internal Combustion
Engine-Powered
Underwriters' Laboratories of Canada
7 Crouse Road, Scarborough, Ontario, M1R 3A9
<http://www.ulc.ca/>

2.2.3. **ANSI Standards**

ANSI/ITSDF B56.6 Standard for Safety for Rough Terrain Forklift Trucks
Industrial Truck Standards Development Foundation
1750 K Street NW, Suite 460
Washington DC 20009, USA
<http://www.itsdf.org/>

2.2.4. **SAE Standards**

SAE J1310 Electric Engine Preheaters and Battery Warmers for Diesel
Engines Information Report
Society of Automotive Engineers Inc.
400 Commonwealth Drive,
Warrendale, PA, 15096
<http://www.sae.org>

2.2.5. **Canada Occupational Safety and Health Regulations**

Department of Justice/Government of Canada
<http://laws-lois.justice.gc.ca/eng/regulations/sor-86-304/>

3. **REQUIREMENTS**

3.1. **Standard Design**

- 3.1.1. The vehicle **must** be the latest model from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of vehicle for at least one (1) year;
- 3.1.2. The vehicle **must** have engineering certification available, upon demand, for this application from the original equipment manufacturers (OEM) of major equipment systems and assemblies;
- 3.1.3. The vehicle **must** conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and emissions in effect in Canada at the time of manufacture;
- 3.1.4. The vehicle **must** have systems and components not operating at greater than their ratings published by the systems or components manufacturers; and
- 3.1.5. The vehicle **must** include all components, equipment and accessories normally supplied for the model offered, although they may not be specifically described in this Purchase Description.

3.2. **Operating Conditions**

- 3.2.1. **Weather** – The vehicle **must** start and operate under weather conditions found in Canada in temperatures ranging from -40°C to 40°C (-40°F to 104°F).
- 3.2.2. **Terrain**
 - a) The vehicle **must** operate on use-roughened concrete floors, deteriorated outdoor paved surfaces and packed gravel with potholes while being used for stacking and un-stacking ISO containers and moving general supplies in and around warehouses; and
 - b) The vehicle **must** operate off-road (e.g. construction sites, open fields and dirt tracks) including year round operations on snow, mud, sand, and ice.

3.3. **Safety Standards**

- 3.3.1. **Noise Level** – The vehicle noise levels **must** meet the requirements of legislation relative to paragraph 7.4 of Canada Occupational Safety and Health Regulations both at the operator's station and exterior to the vehicle for exposures of eight (8) hours during a twenty four (24) hour period when measured in accordance with CAN/CSA Z107.56-13.
- 3.3.2. **Vehicle Safety** – All vehicle design, construction and safety aspects **must** be in accordance with the latest edition of ANSI/ITDSF B56.6.
- 3.3.3. **"D" Safety Rating**
 - a) The vehicle **must** be manufactured to meet the requirements of a "D" rating in accordance with standard UL 558; and
 - b) A UL authorized certification mark confirming the vehicle meets the UL safety rating **must** be permanently affixed to the vehicle before delivery.

3.4. **Performance**

3.4.1. **Vehicle Performance**

- a) The vehicle, loaded to the “**LIFT CAPACITY**” listed in the Requirements Summary Table (paragraph 1.4) **must** achieve a forward speed of at least 25 km/h (15.5 mph) on asphalt road; and
- b) The vehicle, loaded to the “**LIFT CAPACITY**” listed in the Requirements Summary Table (paragraph 1.4) **must** achieve a gradeability of at least 35 percent under terrain conditions specified in section 3.2.2.

3.4.2. **Forklift Performance**

- a) The vehicle, with the standard mast and no accessories, **must** have a load capacity of at least that given as “**LIFT CAPACITY**” at the load centre given as “**LOAD CENTRE**” in the Requirements Summary Table (paragraph 1.4);
- b) The load capacity **must** not de-rate to less than the “**LIFT CAPACITY**” in the Requirements Summary Table (paragraph 1.4) below a lift height of 2,743 mm (108 inches);
- c) The vehicle **must** achieve a lift height of at least that given as “**LIFT HEIGHT**” in the Requirements Summary Table (paragraph 1.4). This will be measured from the floor to the top of the forks with the mast in an extended, straight up vertical position;
- d) The vehicle **must** have an over-all vehicle height at its highest point, with its mast collapsed and in vertical position, of no more than that given as “**OVERALL HEIGHT**” in the Requirements Summary Table (paragraph 1.4);
- e) The capacity of the vehicle **must** not de-rate by more than 227kg (500 lbs) while side shifter is in use; and
- f) The vehicle **must** stack and unstack 2,438 mm (8 foot) by 2,438 mm (8 foot) by 6,096 mm (20 foot) long loaded ISO containers two high, as a minimum.

3.4.3. **Dimensions**

- a) The vehicle **must** have a clearance between the lowest fixed point of the vehicle and the ground of not less than 305 mm (12 inches); and
- b) The vehicle **must** have approach and departure angles of not less than 25 degrees.

3.5. **Equipment**

3.5.1. **Application Equipment**

- a) **Mast**
 - i. The vehicle **must** be provided with a telescopic, hydraulic vertical mast having a minimum 10-degree forward tilt capability and minimum 10-degree backward tilt capability. These tilt capacities are measured from the mast, vertical straight up position; and

-
- ii. The mast **must** provide the operator a clear view of the fork-tips when the forks are on the ground level and the mast is in the vertical, straight up position.
 - b) **Forks** - The vehicle **must** be provided with forks having a nominal length of 2,438 mm (96 inches).
 - c) **Backrest** - The vehicle **must** be provided with a standard load backrest having a nominal height of 1,219 mm (48 inches);
 - d) **Mast Accumulator** – The vehicle **must** be provided with a mast accumulator system to absorb impact loads while the vehicle is traversing tracks, potholes and other obstacles;
 - e) **Fork-Levelling System** – The vehicle **must** be provided with a fork-levelling system that accommodates the lifting of pallets that are inclined up to no less than 15 percent to either side of the vehicle;
 - f) **Integrated Fork Positioning/Side Shifter**
 - i. The vehicle **must** be provided with an integrated fork positioning side shifter attachment that allows the operator, from the operator station, to increase and decrease the spacing between the unloaded forks as well as side shifting the fully loaded forks simultaneously to either side of the centre of the carriage; and
 - ii. The vehicle **must** have a side shift to either side of the carriage of at least that given as “**SIDE SHIFT**” in the Requirements Summary Table (paragraph 1.4).
 - g) **Rear-Mounted Pintle Hook**
 - i. The vehicle **must** be provided with a rigid mounted pintle hook located at the rear of the forklift;
 - ii. The pintle hook **must** be mounted no less than 559 mm (22 inches) and no more than 711 mm (28 inches) above the ground level;
 - iii. The pintle hook **must** accommodate a lunette with an internal diameter of 76 mm (3 inches) and material thickness of 41 mm (1-5/8 inches); and
 - iv. The pintle hook **must** be a Holland Model or an **Equivalent**.
 - h) **Vehicle Tie-Down Devices**
 - i. The vehicle **must** be provided with at least four permanent and integrally mounted vehicle tie-down devices;
 - ii. The vehicle tie-down devices, working as a system, **must** withstand a forward load of 4 G’s, a rearward load of 4 G’s, an upward load of 2 G’s and a side load of 1.5 G’s (1 G = shipping weight of the equipment). These loads are not imposed simultaneously;
 - iii. The vehicle tie-down devices **must** be designed/located to prevent shifting or movement during transport on low-bed trailers, rail cars and aboard ships;

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- iv. The vehicle tie-down devices **must** be located to permit attachment of cables, turnbuckles, chains, and hooks;
 - v. The vehicle tie-down devices **must** be identified and marked with maximum load permitted;
 - vi. The vehicle tie-down load markings **must** be painted using a contrasting colour; and
 - vii. The vehicle tie-down information **must** be shown in the Operator's Manual and inside the vehicle cab (in the form of decals).
 - i) **Vandalism Protection** – The vehicle **must** be provided with vandal protection including provisions for locking engine covers, filler caps and the cab with padlocks;
 - j) **Recovery Hooks**
 - i. The vehicle **must** be provided with recovery hooks (towing hooks, loops, or a component with **Equivalent** capability) at the rear of the vehicle; and
 - ii. Recovery hooks whose location is other than directly attached to/mounted on the vehicle frame **must** be approved by the **Technical Authority**.
 - k) **Tool Compartment**
 - i. The vehicle **must** be provided with secure storage for all tools and loose equipment required for daily maintenance; and
 - ii. The tool storage **must** be weatherproof and protect tools and loose equipment from the environment.
 - l) **Filler Caps**
 - i. The vehicle **must** be provided with filler caps that clearly and permanently identify the contents; and
 - ii. Filler caps **must** be identified by using international symbols, a standard (i.e. SAE 10W30) or be written out in both French and English.
 - m) **Camera System**
 - i. The vehicle **must** be provided with a camera system having adjustable mounting systems for individual cameras;
 - ii. The camera system **must** provide visibility to the front and the rear of the vehicle to the operator;
 - iii. The front camera **must** provide operator visibility of the tips of the forks;
 - iv. The rear camera **must** be mounted at the rear of the vehicle to operate as a back-up camera; and
 - v. The camera system **must** be provided with a display screen inside the cab that is visible to an operator sitting in the operator's seat.
 - n) **Fire Extinguisher**
 - i. The vehicle **must** be provided with at least one (1) 2.2 kg (4.85 lb nominal) portable, low temperature rated fire extinguisher (blue) having a minimum ULC rating of 2A-10BC (NSN 4210-21-871-9134); and

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- ii. The fire extinguisher(s) **must** be installed such that it does not interfere with the operation of the vehicle or the view of the operator and is readily accessible to the operator.
 - o) **Fork-mounted Top-Pick Adaptability**
 - i. The vehicle design **must** allow integration of a fork-mounted top-pick attachment for handling 20-ft ISO container without requiring any modification on the vehicle;
 - ii. The vehicle **must** be provided with a fork-mounted top-pick container handling attachment upon request by DND which is priced as a separate line item;
 - iii. The top-pick container handling attachment **must** have a capacity of handling ISO containers loaded as per load and stacking conditions outlined in sections 3.4.2(a) and 3.4.2(f) of this document;
 - iv. The top-pick container handling attachment **must** be provided with a hydraulic, floating type 4-point ISO twist-lock system;
 - v. The top-pick container handling attachment **must** be provided with an interlocking system to prevent twist-lock activation unless the spreader is seated on a container;
 - vi. The vehicle **must** be provided with a twist-lock indicator system, in the form of indicator lights or cab-mounted display, clearly visible to the operator inside the cab to confirm secured locking of the twist-locks to the container being handled;
 - vii. The top-pick container handling attachment **must** have four folding legs to be seated on the ground while dismounted;
 - viii. The top-pick container handling attachment **must** be provided with a slewing function;
 - ix. The top-pick container handling attachment **must** be provided with a retention system with pin behind each fork;
 - x. The top-pick container handling attachment **must** be provided with ISO corner guides for all corners;
 - xi. The container handling attachment for top pick containers **must** support the container stacking and unstacking functions described in the section 3.4.2 (f) of this document;
 - xii. The top-pick container handling attachment **must** have the hydraulic hoses secured while not in use; and
 - xiii. The top-pick container handling attachment **must** be able to be easily mounted on and dismounted off the fork assembly of the vehicle.

3.6. **Operator Station**

3.6.1. **FOPS Cab**

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- a) The vehicle **must** be provided with a Falling Object Protective Structure (FOPS) cab system;
 - b) The FOPS cab **must** be weatherproof and insulated;
 - c) The FOPS cab **must** be provided with a heating, ventilating, and defrosting system for keeping windows free from frost and moisture;
 - d) The FOPS cab **must** be provided with automotive standard tinted safety glass in all windows;
 - e) The FOPS cab **must** be provided with a windshield wiper and washer system for the front and rear windows;
 - f) The FOPS cab **must** be provided with two (2) lockable doors, or one (1) door and no less than one (1) visibly labelled window as an emergency escape route; and
 - g) The vehicle **must** be provided with a load chart within the FOPS cab showing load capacities at various lift heights.

3.6.2. **Operator's Seat**

- a) The vehicle cab **must** be provided with a padded air suspension, cloth covered operator's seat with a backrest and seatbelt; and
- b) The operator's seat **must** be fore/aft and vertically adjustable without having to have the operator move from the seated position.

3.6.3. **Rear-View Mirror(s)**

- a) The vehicle cab **must** be provided with adjustable rear-view mirrors, positioned for safe reverse operation;
- b) If mirrors mounted on the exterior of the cab are used, they **must** be heated by activating an in-cab control;
- c) The non-reflective surface of the mirrors **must** be flat black; and
- d) The mirrors **must** be a split type with 25% of the reflective surface area comprising a convex mirror.

3.6.4. **Air Conditioner**

- a) The vehicle cab **must** be provided with an air conditioning system; and
- b) The air conditioning system **must** not use an ozone-depleting refrigerant.

3.7. **Chassis** – The vehicle chassis **must** be an articulated frame structure for a vehicle of this type and size.

3.8. **Engine** – The vehicle **must** be provided with a diesel engine that meets or exceeds Tier-4i certification.

3.8.1. **Fuel Tank(s)** – The vehicle **must** be provided with a fuel tank having a capacity that allows the continuous operation of the forklift for eight (8) hours or more.

3.8.2. **Engine Cold Weather Aids**

- a) The engine **must** be provided with cold weather aids to enable the engine to be started at temperatures down to -40°C (may include glow plugs or intake air preheat system);

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- b) The engine **must** be provided with a 110 V AC powered engine coolant heater;
 - c) The engine heater(s) **must** have a capacity as recommended by the engine manufacturer or conforming to SAE J1310;
 - d) The 110 V AC engine heater(s) connecting plug **must** be accessible by an operator standing beside the vehicle;
 - e) The engine **must** be provided with a 110-volt battery blanket;
 - f) The engine **must** be provided with a battery powered, thermostatically controlled, in-line fuel heater;
 - g) The engine **must** be provided with a heated fuel filter/water separator; and
 - h) The vehicle **must** be provided with engine compartment side covers to limit the ingress of cold air into the engine compartment.

3.8.3. **Pre-Heater**

- a) The engine **must** be provided with a fuel-fired engine coolant preheat system;
- b) The pre-heater **must** have an output of no less than 8.8 kWh (30,000 BTU/hr);
- c) The fuel-fired pre-heater **must** be provided with a minimum seven (7) day programmable timer;
- d) The pre-heater model **must** be subject to **Technical Authority** approval. The desirable model is NSN 2990-12-357-4265 (Espar Hydronic M10) or **equivalent**, and
- e) The pre-heater **must** be located for ease of inspection and repair or replacement by CAF personnel in no more than 30 minutes.

3.9. **Transmission**

3.9.1. The vehicle **must** be provided with an automatic power-shift transmission with at least three (3) forward speeds and three (3) reverse speeds.

3.9.2. The transmission system **must** be provided with an inching control or **equivalent** that allows the operator to perform fork functions while the vehicle is travelling at low speeds.

3.9.3. **All-Wheel Drive System**

- a) The vehicle **must** be provided with a driver selected, all-wheel drive system; and
- b) The all-wheel drive system **must** provide a 4x4 capability by delivering power equally to all wheels when selected.

3.10. **Brake System** - The vehicle **must** be provided with a service braking system, including a parking brake, which **must** conform to CAN/CSA B335-04 or **equivalent**.

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- 3.11. **Steering** - The vehicle steering system **must** be the standard power-assisted steering system for an articulated vehicle of this type and size which **must** conform to CAN/CSA B335-04 or **equivalent**.
- 3.12. **Wheels, Rims and Tires** - The vehicle **must** be provided with radial type snow and mud tires having Michelin XZL or **Equivalent** treads.
- 3.13. **Controls**
- 3.13.1. The vehicle **must** be provided with a joystick control system to operate all mast functions;
- 3.13.2. The joystick control **must** be provided with a dead man switch; and
- 3.13.3. The vehicle **must** be provided with a system to ensure that the engine can only be started with all controls in their neutral position.
- 3.14. **Instruments**
- a) The vehicle **must** be provided with an hour-meter which shows accumulated running time up to 9,999 hours; and
- b) **Weigh Scale**
- i. The vehicle **must** be provided with a weigh scale with 2 percent accuracy at forklift capacity; and
- ii. The weigh scale **must** be provided with a digital readout with zeroing capability.
- 3.15. **Electrical System**
- 3.15.1. **Warning Horn** – The vehicle **must** be provided with a readily accessible, driver-operated warning horn; and
- 3.15.2. **Back-Up Alarm System** - The vehicle **must** be provided with a back-up alarm system that is activated the vehicle's transmission is placed in reverse.
- 3.16. **Lighting**
- 3.16.1. **Reverse Movement Strobe Light**
- a) The vehicle **must** be provided with a red strobe light mounted on the rear of the vehicle; and
- b) The red strobe light **must** be activated when the vehicle's transmission is in reverse.
- 3.16.2. **Amber Coloured Strobe Light**
- a) The vehicle **must** be provided with an amber coloured, omnidirectional beacon light; and
- b) The beacon light **must** operate continuously when the vehicle ignition is in the "ON" position.
- 3.16.3. **Signal/Work Lights**
- a) The vehicle **must** be provided with two adjustable LED or **Equivalent** work lights aimed forward and rearward of the vehicle;
- b) The vehicle **must** be provided with rear mounted stop lights;

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- c) The vehicle **must** be provided with front and rear mounted turn signal lights; and
 - d) The signal light control **must** be mounted on the steering column.
- 3.17. **Hydraulic System**
- 3.17.1. The vehicle **must** be provided with a hydraulic system that supports the operation of all hydraulic components;
 - 3.17.2. The hydraulic system **must** be provided with a hydraulic oil heater;
 - 3.17.3. The heater **must** be provided with a thermostatic control system to prevent overheating of the hydraulic oil; and
 - 3.17.4. The hydraulic oil heater may use heat from the cooling system.
- 3.18. **Lubricants and Hydraulic Fluids** - The vehicle **must** operate with non-proprietary, lubricants and hydraulic fluids.
- 3.19. **Automatic Greasing System**
- 3.19.1. The vehicle **must** be provided with an automatic greasing system;
 - 3.19.2. The system **must** automatically provide grease to all greasing points recommended by the manufacturer;
 - 3.19.3. The grease provided to the greasing points **must** be metered in accordance with the manufacturer's specifications;
 - 3.19.4. The automatic greasing system **must** include a telltale light that indicates that the system is functioning; and
 - 3.19.5. The automatic greasing system **must** be provided with a low grease level alarm indicator to the operator.
- 3.20. **Paint** - The vehicle **must** be painted using commercial colours having a high-durability, corrosion-resistant type coating.
- 3.21. **Identification** - The vehicle **must** be provided with an identification plate having manufacturer's name, model and serial number permanently marked in a conspicuous and protected location.
- 3.22. **Instruments, Decals and Data Plates**
- 3.22.1. Instruments, decals and data plates provided on the vehicle **must** be marked in metric units;
 - 3.22.2. Instruments, decals and data plates **must** be marked using international symbols. Where international symbols are not possible, bilingual markings (English and French) **must** be provided; and
 - 3.22.3. Warning and precautionary data plates **must** be provided in a bilingual format.

4. **INTEGRATED LOGISTICS SUPPORT**

4.1 **Documentation and Support Items**

4.1.1 **Items Provided to Technical Authority**

(a) **Manuals for Approval**

- i The Contractor **must** supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, a set of manuals for each Configuration/model, in digital format, including the operator, parts and maintenance (shop repair) manuals. Manuals may cover more than one (1) Configuration/model;
- ii The set of manuals **must** include manuals for all the specified accessories and features for the Configuration/model. Accessory manuals may be included as supplements to the vehicle manuals;
- iii The operator manuals **must** be supplied in a bilingual format as a package;
- iv Digital copies **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection;
- v Digital copies **must** be supplied on a CD or DVD;
- vi Digital copies **must** be supplied in a searchable PDF format;
- vii The CD or DVD **must** be permanently and legibly marked with a list of contents;
- viii Manual approval or comments will be supplied within 15 working days of receipt;
- ix The Contractor must supply responses to the Technical Authority's (TA) comments. If comments are acceptable, the TA will approve manuals;
- x Manuals will not be returned; and
- xi Paper copies of manuals delivered under this contract **must** have the same content as the electronic format approved by the **Technical Authority**.

(b) **Photographs and Line Drawings**

- i The Contractor **must** supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, two (2) digital colour photographs, one left-front three-quarter view, and one right-rear three-quarter view of each Configuration/Model;
- ii One (1) digital colour photograph of each attachment taken at the three-quarter view that best illustrates the attachment **must** be supplied;
- iii One (1) front-view and one side-view line drawing showing dimensions of the vehicle **must** be supplied. Brochure line drawings are acceptable;
- iv Photographs **must** have a plain background;

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- v Photographs **must** be in a JPEG (*Joint Photographic Experts Group*) format; and
 - vi Photographs **must** have a resolution of at least eight (8) Mega pixels.
- (c) **Data Summary**
- i The Contractor **must** supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, a bilingual data summary for each Configuration/model, with vehicle data (including accessories and features) and a vehicle picture for each DND call-up;
 - ii The **Technical Authority** will supply a bilingual template of a data summary to the Contractor;
 - iii The Contractor **must** supply a digital copy (MS Word) of the completed data summary for approval;
 - iv Data summary approval or comments will be supplied within 15 working days of receipt; and
 - v The Contractor **must** supply responses to the **Technical Authority's** comments.
- (d) **Safety Data Sheets**
- i The Contractor **must** supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, a list, in digital format, of all hazardous materials used on the vehicle;
 - ii If there are no hazardous materials used, this **must** be stated on the list; and
 - iii The Contractor **must** supply safety data sheets in both official languages, in digital PDF format for all hazardous materials in the list.
- (e) **Warranty Letter**
- i The **Technical Authority** will supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, a bilingual warranty letter template to the Contractor;
 - ii The Contractor **must** supply a complete description of the warranty with the requested warranty terms and any system or sub system warranty that exceeds the minimum requested;
 - iii The warranty letter **must** include the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada; and
 - iv The Contractor **must** supply the original warranty letter in digital format, for each vehicle delivered, to the **Technical Authority**.
- (f) **Initial Parts Kit List**
- i The Contractor **must** supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, a list of parts needed

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- to perform preventive maintenance on one (1) vehicle for a period of one (1) year in accordance with the maintenance manual for each Configuration/Model;
 - ii A complete change of all filters and filter elements **must** be included in the list; and
 - iii The list **must** include the following elements: part description; Original Equipment Manufacturer (OEM) Part number; suggested quantity; and unit cost.
- (g) **Training Plan(s)** - The Contractor **must** supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, a training plan for approval for each of the training courses listed in this purchase description to the **Technical Authority**. Approval or comments will be supplied within 15 working days of receipt of the training plan.

4.1.2 **Items with Each Vehicle**

- (a) **Operator's Manual** - The Contractor **must** supply an approved bilingual operator's manual in both paper and digital format with each vehicle delivered;
- (b) **Warranty Letter** - The Contractor **must** supply a copy of the warranty letter with each vehicle delivered;
- (c) **Safety Data Sheets**
 - i The Contractor **must** supply a set of safety data sheets; and
 - ii The safety data sheets **must** be the same as those supplied to the **Technical Authority** as described in the purchase description.
- (d) **Initial Parts Kit**
 - i One (1) initial parts kit **must** be supplied; and
 - ii The initial parts kit **must** include a set of parts in the approved initial parts kit list as described in this purchase description.
- (e) **Maintenance Manual**
 - i The Contractor **must** supply the approved maintenance (shop repair) manuals in paper and digital format in English required for the maintenance and repair of the vehicle, features and accessories; and
 - ii The Contractor may supply this deliverable as a bilingual package.
- (f) **Parts Manual**
 - i The Contractor **must** supply the approved parts manuals for the vehicle, features and accessories;
 - ii The parts manual **must** be supplied in English in paper and digital format;
 - iii It is desirable to supply the parts manual in French in addition to the English version; and

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- iv Digital parts manuals **must** be supplied in a searchable PDF format CD/DVD-ROM.

4.2 **Training**

(a) **Training - Familiarization**

- i The Contractor **must** supply a familiarization course, at the delivery destination, optimized for operators and technicians who are qualified on the vehicle type but require training on newer or unique features and sub-systems of the delivered model;
- ii The instructor **must** be an OEM Factory Certified Training Provider;
- iii The course **must** be delivered in the official language (English or French) specified in the contract for that delivery destination;

iv **Curriculum**

- 1. The familiarization course **must** include operation and maintenance segments;
 - 2. The operation segment **must** include safety precautions to be observed while operating and servicing the vehicle, vehicle operating characteristics, pre-operating and shutdown procedures and daily/weekly operator servicing procedures;
 - 3. The operation segment **must** include sub-systems including container handling attachment, automatic grease system and pre-heaters; and
 - 4. The maintenance segment **must** include diagnostics, trouble shooting and operation of any special tools and test equipment (if any).
- v The familiarization course **must** have a minimum duration of eight (8) hours, divided into four (4) hours for operators and four (4) hours for technicians;
 - vi The familiarization course **must** accommodate up to eight (8) personnel; four (4) operators and four (4) technicians;
 - vii The date for the familiarization course **must** be arranged with the **Technical Authority**;
 - viii After completion of the familiarization course, the Contractor **must** have the “**PROOF OF FAMILIARIZATION**” certificate signed by the senior course attendee; and
 - ix The **Technical Authority** will supply the “**PROOF OF FAMILIARIZATION**” document template in a digital format.

(b) **Training – Troubleshooting**

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- i When requested by DND, the Contractor **must** supply a troubleshooting course in the official language (English or French) specified in the contract for that delivery destination;
 - ii The instructor **must** be an OEM Factory Certified Training Provider;
 - iii The troubleshooting course **must** include detailed testing, troubleshooting, problem analysis and adjustments training;
 - iv The troubleshooting course **must** have a minimum duration of twenty four (24) hours but not exceeding eight (8) hours a day;
 - v The troubleshooting course **must** accommodate up to eight (8) maintenance personnel;
 - vi The troubleshooting course **must** be supplied at the delivery destination;
 - vii The date for the troubleshooting course **must** be arranged with the **Technical Authority**;
 - viii After completion of the troubleshooting course, the Contractor **must** have the “**PROOF OF TROUBLESHOOTING TRAINING**” certificate signed by the senior course attendee; and
 - ix The **Technical Authority** will supply the “**PROOF OF TROUBLESHOOTING TRAINING**” document template in a digital format

5. **ACCEPTANCE TESTING**

- 5.1 The first vehicle **must** be examined and performance tested by the Contractor, either at the Contractor's facility or at the delivery location at the discretion of the **Technical Authority**, to ensure conformance to the requirements in this document;
- 5.2 The Contractor **must** arrange and provide necessary tools/equipment and personnel required to conduct the acceptance testing;
- 5.3 The **Technical Authority** will select items for the testing as per performance characteristics described in section 3 of this document and provide a test plan before the testing is conducted;
- 5.4 The **Technical Authority** or their authorized representative will witness this testing to assess the handling characteristics; and
- 5.5 The Contractor **must** rectify deficiencies to requirements that are identified during the acceptance testing prior to the vehicle(s) being shipped to their delivery destination.

6. **DELIVERY CONDITION**

- 6.1 The vehicle **must** be delivered to destination in a fully operational condition (serviced and adjusted). Both the interior and exterior **must** be cleaned;
- 6.2 If the vehicle requires assembly at destination, the Contractor **must** be responsible for all manpower and equipment to perform assembly;
- 6.3 The space for assembly at destination will be provided, if required;
- 6.4 All items such as wheel wrenches, jacks, and all other tools, equipment and accessories, that are shipped loose with the equipment, **must** be listed on the shipping certificate or to an attached packing note; and
- 6.5 The fuel tank(s) of the vehicle **must** be no less than half full on delivery.



NOTICE

This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

AVIS

Cette documentation a été révisée par l'Autorité technique et ne contient pas de marchandises contrôlées.

TECHNICAL INFORMATION QUESTIONNAIRE

For

**Rough Terrain, Articulated Frame, All-Wheel Drive, Diesel Engine
Driven, Sit Down Rider Type Forklift Trucks**

This questionnaire covers technical information, which ***shall*** be provided for evaluation of the Configurations of the vehicle offered.

Where the specification paragraphs below indicate "***Substantial information***", the "***Substantial information***" ***must*** be provided for each performance requirement/specification.

Bidders should indicate the document name/title and page number where the ***Substantial information*** can be found.

BIDDER INFORMATION

Bidder's Name _____

Date _____

Substitutes/Alternatives

Are any substitutes/alternatives offered as ***Equivalent***?

YES ☐ NO ☐

If yes, please identify all equipment substitutes/alternatives offered as ***Equivalents*** below:

NOTE: *Substantial Information must* be provided for all items offered as a substitute or alternative.

SPECIFICATION PARAGRAPHS**3.3.3 "D" Safety Rating - *Substantial Information***

Info on UL Certification on page _____ of document

3.4.2 Forklift Performance - *Substantial Information*

Vehicle - Make _____ - Model _____

- (a) Lift capacity and load centre on page _____ of document
- (c) Lift height on page _____ of document _____
- (d) Over-all height with collapsed mast on page _____ of document

3.5.1 Application Equipment - *Substantial Information*

- (f-ii) Side shift information on page _____ of document

3.8 Engine - *Substantial Information*

Tier-4i engine information page _____ of document

3.9.3 All-Wheel Drive System - *Substantial Information*

All-wheel drive information on page _____ of document

DEFINITIONS

The following definition(s) apply to the interpretation of this Technical Information Questionnaire:

- (a) "***Equivalent***" ***must*** mean a standard, means, or component type, which the ***Technical Authority*** has approved for this requirement, in writing, as meeting the specified requirements for fit, form, function and performance.

Solicitation No. - N° de l'invitation
W8476-206091/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
HP940

Client Ref. No. - N° de réf. du client
W8476-206091

File No. - N° du dossier
hp940W8476-206091

CCC No./N° CCC - FMS No/ N° VME

ANNEXE « C » de la PARTIE 3 de la DEMANDE DE SOUMISSIONS

INSTRUMENTS DE PAIEMENT ÉLECTRONIQUE

Le soumissionnaire accepte d'être payé au moyen de l'un des instruments de paiement électronique suivants :

- ☐ Carte d'achat VISA ;
- ☐ Carte d'achat MasterCard ;
- ☐ Dépôt direct (national et international) ;
- ☐ Échange de données informatisées (EDI) ;
- ☐ Virement télégraphique (international seulement)

ANNEX "D" TO PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](https://www.canada.ca/en/employment-social-development/programs/employment-equity/regulated-industries.html) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/regulated-industries.html>) being subject to the [Employment Equity Act](http://laws-lois.justice.gc.ca/eng/acts/E-5.401/) (<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/>).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity \(AIEE\)](#) in place with ESDC - Labour.

OR

☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC – Labour (<https://catalogue.servicecanada.gc.ca/content/EForms/en/Detail.html?Form=LAB1168>). As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC C-Labour.

B. Check only one of the following:

☐ B1. The Bidder is not a Joint Venture.

OR

☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)