



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Défense nationale

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

**Comments - Commentaires**

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

By e-mail to: - Par courriel au :  
[DLP53BidsReceiving\\_DAAT53Receptiondesoumissions@forces.gc.ca](mailto:DLP53BidsReceiving_DAAT53Receptiondesoumissions@forces.gc.ca)

<b>Title - Sujet</b> LPG (Liquid Propane Gas) Forklift  Chariot élévateur GPL (gaz propane liquide)	
<b>Solicitation No. N° de l'invitation</b> W8476-216382/A	<b>Date of Solicitation Date de l'invitation</b> 16 October 2020 – 16 octobre 2020
<b>Address enquiries to: Adresser toute demande de renseignements à :</b> Christian Massie <b>Telephone No. - N° de telephone</b> <b>E-Mail Address - Courriel</b> 343-551-0138      christian.massie@forces.gc.ca	
<b>Destination</b> See herein - Voir aux présentes	

**Instructions:** Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

**Instructions :** Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

<b>Delivery requested Livraison demandée</b> See herein - Voir aux présentes	<b>Delivery offered Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :</b>	
<b>Name - Nom</b>	<b>Title - Titre</b>
<b>Signature</b>	<b>Date</b>

<b>Solicitation Closes - L'invitation prend fin</b>  At - à : 2:00 PM - 14:00  On - le : 25 Novembre 2020- 25 novembre 2020  Time Zone - Fuseau Horaire : Eastern Standard Time (EST) Heure normale de l'Est (HNE)
--

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b>	<b>4</b>
1.1 REQUIREMENT	4
1.2 SECURITY REQUIREMENTS	4
1.3 DEBRIEFINGS	4
<b>PART 2 - BIDDER INSTRUCTIONS</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF BIDS	5
2.3 ENQUIRIES - BID SOLICITATION	6
2.4 APPLICABLE LAWS	6
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b>	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS	7
3.2 SECTION I: TECHNICAL BID	7
3.3 SECTION II: FINANCIAL BID	8
3.4 SECTION III: CERTIFICATIONS	8
3.5 SECTION IV: ADDITIONAL INFORMATION	8
<b>ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS</b>	<b>10</b>
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	<b>11</b>
4.1 EVALUATION PROCEDURES	11
4.2 BASIS OF SELECTION - LOWEST EVALUATED PRICE, MANDATORY TECHNICAL CRITERIA	11
<b>ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA</b>	<b>12</b>
<b>ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE</b>	<b>13</b>
1. GENERAL	13
2. FIRM GOODS AND/OR SERVICES	13
3. OPTIONAL GOODS AND/OR SERVICES	14
4. PRICE OF THE BID	14
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>15</b>
5.1 GENERAL	15
5.2 CERTIFICATIONS REQUIRED WITH THE BID	15
5.3 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	15
<b>PART 6 - RESULTING CONTRACT CLAUSES</b>	<b>17</b>
6.1 SECURITY REQUIREMENTS	17
6.2 REQUIREMENT	17
6.3 STANDARD CLAUSES AND CONDITIONS	17
6.4 TERM OF CONTRACT	18
6.5 AUTHORITIES	18
6.6 PAYMENT	20
6.7 INVOICING	21
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	21
6.9 APPLICABLE LAWS	22
6.10 PRIORITY OF DOCUMENTS	22
6.11 DEFENCE CONTRACT	22
6.12 INSURANCE - NO SPECIFIC REQUIREMENT	22
6.13 INSPECTION AND ACCEPTANCE	22
6.14 POST-CONTRACT AWARD MEETING	22
6.15 PROCEDURES FOR DESIGN CHANGE OR ADDITIONAL WORK	23
6.16 QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS (QUALITY ASSURANCE CODE C)	23

6.17	MATERIAL	24
6.18	INTERCHANGEABILITY	24
6.19	VEHICLE SAFETY	24
6.20	RECALL NOTICES	24
6.21	PACKAGING	24
6.22	WOOD PACKAGING MATERIALS	24
6.23	PREPARATION FOR DELIVERY	24
6.24	TOOLS AND LOOSE EQUIPMENT	24
6.25	DELIVERY AND UNLOADING	25
6.26	INCOMPLETE ASSEMBLIES	25
6.27	ASSEMBLY/PREPARATION AT DELIVERY	25
6.28	WORK SITE ACCESS	25
6.29	MARKING	25
6.30	LABELLING	25
6.31	DISPUTE RESOLUTION SERVICES	25
<b>ANNEX A - REQUIREMENT</b>		<b>26</b>
<b>ANNEX B - BASIS OF PAYMENT</b>		<b>27</b>
1.	GENERAL	27
2.	FIRM GOODS AND/OR SERVICES	27
3.	OPTIONAL GOODS AND/OR SERVICES	28

## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

- A. The Department of National Defence (DND) has a requirement to procure Qty x1 LPG (Liquid Propane Gas) Forklift for delivery to CFAD Dundurn, and Qty 1x LPG (Liquid Propane Gas) Forklift for delivery to Montreal. The requested delivery date is 120 days after contract award. An option for 2 additional LPG Forklifts is included for delivery within Canada.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

### **1.2 Security Requirements**

- A. There is no security requirement associated with this bid solicitation.

### **1.3 Debriefings**

- A. Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

A. All instructions, clauses and conditions identified in this document and any of its attachments by number, date, and title are either:

- (i) Set out in the [Standard Acquisition Clauses and Conditions \(SACC\) 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; or
- (ii) Included as attachments.

These documents are incorporated by reference and they form part of this document as though they were expressly set out here in full.

B. 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.

C. The 2003 (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):

- (i) Section 02, Procurement Business Number, is deleted in its entirety;
- (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
  - d. send its bid only to the location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
- (iii) Section 05, Submission of bids, subsection 4, is amended as follows:
  - Delete: 60 days
  - Insert: 120 days
- (iv) Section 06, Late bids, is deleted in its entirety;
- (v) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
  - 07 Delayed bids
  - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- (vi) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.
- (vii) Section 20, Further information, subsection 2, is deleted in its entirety.

### **2.2 Submission of Bids**

A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.

B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

C. Due to the nature of the bid solicitation, bids transmitted by epost Connect will not be accepted.

### **2.2.1 Electronic Submissions**

- A. Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed 5 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) 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**

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

- A. Should bidders consider that the specifications or Requirement 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 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**

- A. Canada requests that Bidders provide their bid in separate sections as follows:
- Section I: Technical Bid: 1 soft copy in PDF format by e-mail;
- Section II: Financial Bid: 1 soft copy in PDF format by e-mail;
- Section III: Certifications: 1 soft copy in PDF format by e-mail; and
- Section IV: Additional Information: 1 soft copy in PDF format by e-mail.
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) Use 8.5 x 11 inch (216 mm x 279 mm) format; and
  - (ii) Use a numbering system that corresponds to the bid solicitation.
- D. Bidders must demonstrate their compliance with the attachment 1 to Part 4 entitled Evaluation Criteria. of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

#### **3.2 Section I: Technical Bid**

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

##### **3.2.1 Substitutes and Alternatives**

- A. Bidders may propose substitutes and alternatives where equivalent is indicated in the Annex entitled Requirement.
- B. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance as detailed in the Annex entitled Requirement, will be considered for acceptance where the Bidder:
- (i) Clearly identifies a substitute and/or an alternative;
  - (ii) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
  - (iii) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
  - (iv) Provides complete specifications and brochures, where applicable;
  - (v) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the Annex entitled Requirement; and
  - (vi) 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.

- C. Substitutes and alternatives offered as equivalent in form, fit, function quality and performance will not be considered for acceptance by the Technical Authority if:
- (i) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
  - (ii) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.
- D. Bidders are encouraged to offer or suggest green products whenever possible.

### **3.3 Section II: Financial Bid**

- A. Bidders must submit their financial bid in accordance with the attachment 2 to Part 4 entitled Pricing Schedule.

#### **3.3.1 Electronic Payment of Invoices - Bid**

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment 1 to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.
- B. If the attachment 1 to Part 3 entitled Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.3.2 Exchange Rate Fluctuation**

- A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### **3.4 Section III: Certifications**

- A. Bidders must submit the certifications and additional information required under Part 5.

### **3.5 Section IV: Additional Information**

- A. In Section IV of their bid, bidders should provide:
- (i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;
  - (ii) The name of the person(s) and associated contact information (title, mailing address, phone number, and e-mail address) authorized by the Bidder to:
    - (a) Enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
    - (b) Coordinate delivery and follow-up; and
    - (c) Provide after sales service, maintenance, warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery point and the authorized dealer and/or agent and the delivery point, which should not be more than 150 kilometres;
  - (iii) Any other information submitted in the bid not already detailed.



### **3.5.1 Delivery Date(s)**

- A. Any delivery date(s) offered will not be included in the evaluation.

#### **3.5.1.1 Firm Goods and/or Services**

- A. Delivery of the Firm Goods and/or Services is requested on or before 120 days from date of contract. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of either a fixed date or a period of time from contract award. Failure to submit a date or time period will be taken as acceptance of delivery within the requested timeframe.

#### **3.5.1.2 Optional Goods and/or Services**

- A. Should an option be exercised for optional quantities, delivery of the Optional Goods and/or Services is requested by 120 days from date of amendment. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of a period of time from date of amendment. Failure to submit a time period will be taken as acceptance of delivery within the requested timeframe.

### **3.5.2 Warranty Period**

#### **3.5.2.1 Manufacturer's Standard Warranty Period**

- A. Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the equipment and components that exceeds the minimum warranty period of 24 months or 2,000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/subassemblies will form part of the proposed contract.

#### **3.5.2.2 Extended Warranty Period**

- A. Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the Manufacturer's Standard Warranty Period.
- B. If the Bidder indicates that an extended warranty period is being offered, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.
- C. Any extended warranty period offered will not be included in the financial evaluation.

**ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS**

A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI); and
- ( ) Wire Transfer (International Only);

## **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.

#### **4.1.1 Technical Evaluation**

- A. Mandatory technical evaluation criteria are included in the attachment 1 to Part 4 entitled Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Firm Goods and/or Services**

- A. The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) destination, Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

##### **4.1.2.2 Financial Evaluation**

- A. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria**

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

**ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

See attached document entitled:

“The Canadian Forces Material Handling Equipment Purchase Description (PD) for Propane (LPG) Engine Driven, 4-Wheel, Counterbalance, Sit-Down Rider Type, Forklift Trucks”.

**ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE**

**1. General**

- A. Bidders must submit a Firm Unit Price for each Item.
- B. Bidders are requested to complete the following Pricing Schedule and include it in the bid.
- C. All prices and costs must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

**2. Firm Goods and/or Services**

**2.1 LPG Forklifts**

- A. The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A - Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:

Item	Delivery Point	Configuration	Quantity Required (A)	Firm Unit Price (B)	Sub-Total (C = A x B)
001	CFAD DUNDURN BUILDING 155,17 WING DETACHMENT DUNDURN DUNDURN, SASKATCHEWAN S0K 1K0	A	1	\$	\$
002	CFB MONTREAL MIN. DE LA DEFENSE NATIONALE MONTREAL MAINTENANCE GARRISON MONTREAL BATISSE 7 SUD SVC TECH, 6363 NOTRE-DAME EST MONTREAL, QUEBEC H1N 3V9	B	1	\$	\$

<b>Total (D = sum C)</b>	\$
--------------------------	----

**2.2 Operator Instruction and Training**

- A. The Firm Unit Price(s) include(s) associated services, deliverables, and travel and living expenses as per Annex A - Requirement:

Item	Delivery Point	Quantity Required (E)	Firm Unit Price (F)	Sub-Total (G = E x F)
003	CFAD DUNDURN DUNDURN, SASKATCHEWAN S0K 1K0	1	\$	\$
004	CFB MONTREAL MONTREAL, QUEBEC H1N 3V9	1	\$	\$

<b>Total (H = sum G)</b>	\$
--------------------------	----

**3. Optional Goods and/or Services**

**3.1 LPG Forklifts**

A. The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A - Requirement, Delivered Duty Paid (DDP) destination (Shipping Costs excluded in accordance with Annex B), Incoterms 2010:

Item	Quantity of Optional Items (I)	Configuration	Firm Unit Price (J)	Total (K = I x J)
005	1	A	\$	\$
006	1	B	\$	\$

<b>Total (L = sum K)</b>	\$
--------------------------	----

**3.2 Operator Instruction and Training**

A. The Firm Unit Price(s) include(s) associated services and deliverables, as per Annex A - Requirement, and excludes travel and living expenses:

Item	Language	Quantity of Optional Items (M)	Firm Unit Price (N)	Sub-Total (O = M x N)
007	English	1	\$	\$
008	English or French	1	\$	\$

<b>Total (P = sum O)</b>	\$
--------------------------	----

**4. Price of the Bid**

<b>Grand Total (Q = D + H + L + P)</b>	\$
--	----

## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

### **5.1 General**

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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.

### **5.2 Certifications Required with the Bid**

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

#### **5.2.1 Integrity Provisions - Declaration of Convicted Offences**

- A. In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity 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.

### **5.3 Certifications Precedent to Contract Award and Additional Information**

- A. 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 specified will render the bid non-responsive.

#### **5.3.1 Integrity Provisions - Required Documentation**

- A. In accordance with the section titled "Information to be provided when bidding, contracting, or entering into a real procurement 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.

#### **5.3.2 Federal Contractors Program for Employment Equity - Bid Certification**

- A. 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [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#>).
- B. 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.

**5.3.3 Product Conformance**

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

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Date



## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1 Security Requirements**

- A. There is no security requirement applicable to the Contract.

### **6.2 Requirement**

- A. The Contractor must provide the item(s) detailed under the Requirement at Annex A and the Basis of Payment at Annex B.

#### **6.2.1 Technical Changes, Substitutes, and Alternatives**

- A. Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.
- B. Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

### **6.3 Standard Clauses and Conditions**

- A. All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) 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**

- A. 2010A (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:
- (i) Article 01, Interpretation, definition of "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:
- "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.
- (ii) Article 09, Warranty, subsections 1 and 2 are deleted in their entirety and replaced with the following:
1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 24 months or 2000 hours of usage, whichever comes first, after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

2. 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.

### **6.3.2 Use and Translation of Written Material**

- A. Unless provided otherwise in the Contract, copyright in any written material used, produced or delivered under the Contract belongs to its author or rightful owner. Canada has the right to use, copy and disclose, for government purposes, the written material related to the Work that is delivered to Canada.
- B. If the Contract does not require the delivery of any written material in both of Canada's official languages, Canada may translate the written material into the other official language. The Contractor acknowledges that Canada owns the rights on the translation and that Canada is under no obligation to provide the translation to the Contractor. Canada agrees that any translation must include any copyright and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### **6.4 Term of Contract**

#### **6.4.1 Delivery Dates**

- A. All the deliverables must be received on or before the date(s) specified in Annex B of the Contract.

#### **6.4.2 Delivery Points**

- A. Delivery of the requirement must be made to delivery point(s) specified at Annex B of the Contract.
- B. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the Technical Authority in advance of shipping to obtain the contact information for the delivery point(s). The Contractor or its carrier must arrange delivery appointments by contacting the delivery point(s). The consignee(s) may refuse shipments when prior arrangements have not been made. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

- A. The Contracting Authority for the Contract is:

Name: Christian Massie  
Title: Procurement Officer  
Position: DLP 5-3-1  
Address: Department of National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Telephone: 343-551-0138  
E-mail: christian.massie@forces.gc.ca

- B. 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 Technical Authority**

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: Department of National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

- B. The Technical Authority 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.

**6.5.3 Contractor's Representative**

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**6.5.4 After Sales Service**

- A. The following dealer(s) and/or agent(s) is (are) authorized to provide after sales service, maintenance, and warranty repairs; and a full range of repair parts for the vehicle/equipment offered:

Item 001 1x LPG (Liquid Propane Gas) Forklift for delivery to CFAD Dundurn

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Item 002 1x LPG (Liquid Propane Gas) Forklift for delivery to Montreal.

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

#### 6.6.1.1 Firm Unit Price(s)

- A. In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B for a cost of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

### 6.6.2 Limitation of Price

- A. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.6.3 Method of Payment

#### 6.6.3.1 Multiple Payments

- A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada; and
  - (iii) the Work delivered has been accepted by Canada.

### 6.6.4 Electronic Payment of Invoices

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

[List to be updated in the resulting contract]

- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI) (International only);
- (v) Wire Transfer (International Only);

## **6.7 Invoicing**

### **6.7.1 Invoicing Instructions**

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must contain or be supported by the applicable documents:
- (i) The serial number(s), or a copy of the New Vehicle Information Statement (NVIS) containing the Vehicle Identification Number(s) (VIN);
  - (ii) A copy of proof(s) of training
  - (iii) A copy of the release document and any other documents as specified in the Contract;
  - (iv) Original copies of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - (v) A copy of invoices or receipts for Shipping Costs; and
  - (vi) A breakdown of the cost elements.
- C. Invoices must be distributed as follows:
- (i) The invoice along with any required supporting documentation must be forwarded to the Contracting Authority for certification and payment at:  
  
**[Invoice e-mail destination address to be specified in the resulting contract]**
  - (ii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Contracting Authority in its covering e-mail.

### **6.7.2 Holdback**

- A. Holdback will apply on any due payment of the following:
- (i) [Items 001 and 002 as per Annex B.]
- B. 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 Applicable Taxes payable as it was claimed and payable under the previous invoice.
- C. Release of the 10% holdback is conditional upon receipt and certified acceptance of all Work under this Contract.
- D. Invoicing instructions for the holdback are as detailed in the clause entitled "Invoicing Instructions".

## **6.8 Certifications and Additional Information**

### **6.8.1 Compliance**

- A. 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.

## 6.9 Applicable Laws

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. **[or as specified by the bidder in its bid, if applicable]**.

## 6.10 Priority of Documents

- A. 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:
- (i) The Articles of Agreement;
  - (ii) The General Conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
  - (iii) Annex A - Requirement;
  - (iv) Annex B - Basis of Payment;
  - (v) the Contractor's bid dated **[date to be specified in the resulting contract]**, as clarified on **[date to be specified in the resulting contract, if required]**, and as amended on **[date to be specified in the resulting contract, if required]**.

## 6.11 Defence Contract

- A. The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

## 6.12 Insurance - No Specific Requirement

- A. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 6.13 Inspection and Acceptance

- A. 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 Requirement 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.

## 6.14 Post-Contract Award Meeting

- A. Within 10 days of the date of 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 Contracting Authority to review technical and contractual requirements. The Contractor must prepare and distribute the minutes of the meeting within 5 calendar days after the completion of the meeting. The meeting will be held at the Contractor's facility or via teleconference at Canada's discretion at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

## **6.15 Procedures for Design Change or Additional Work**

- A. These procedures must be followed for any design change or additional work.
- B. When Canada requests design change or additional work:
- (i) The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
    - (a) Any impact of the design change or additional work on the requirement of the Contract;
    - (b) A price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form [PWGSC-TPSGC 1686 \(http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1686-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1686-eng.html), Quotation for Design Change or Additional Work, or the form [PWGSC-TPSGC 1379 \(http://publiservice-app.pwgsc.gc.ca/forms/pdf/1379.pdf\)](http://publiservice-app.pwgsc.gc.ca/forms/pdf/1379.pdf), Work Arising or New Work; and
    - (c) A schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule;
  - (ii) The Contracting Authority will then forward this information to the Contractor; and
  - (iii) The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.
- C. When the Contractor requests design change or additional work:
- (i) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada;
  - (ii) The Contracting Authority will forward the request to the Technical Authority for review;
  - (iii) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed; and
  - (iv) The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.
- D. The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

## **6.16 Quality Management Systems - Requirements (Quality Assurance Code C)**

- A. The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2015 "Quality management systems - Requirements."*
- B. The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the material or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of 1 year after the completion of the Contract.

- C. Despite the above, all material is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

#### **6.17 Material**

- A. Material supplied must be new unused and of current production by manufacturer.

#### **6.18 Interchangeability**

- A. Unless changes during the production run are authorized by the Contracting Authority, all vehicles/equipment 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.

#### **6.19 Vehicle Safety**

- A. Each vehicle supplied pursuant to the Contract must meet the applicable provisions of the [Motor Vehicle Safety Act](#), S.C. 1993, c. 16 (<http://laws-lois.justice.gc.ca/eng/acts/M-10.01/page-1.html>), and the applicable regulations that are in force on the date of its manufacture.

#### **6.20 Recall Notices**

- A. All recall notices must be forwarded to the Technical Authority identified in this Contract.

#### **6.21 Packaging**

- A. 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.

#### **6.22 Wood packaging materials**

- A. All wood packaging materials used in shipping must conform to the [International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade \(ISPM 15\)](#) (<https://www.ippc.int/en/core-activities/standards-setting/ispms/>).
- B. Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:
- (i) D-98-08 - [Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States](#) (<http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993>); and
  - (ii) D-13-01 - [Canadian Heat Treated Wood Products Certification Program \(HT Program\)](#) (<http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967>).

#### **6.23 Preparation for Delivery**

- A. The equipment must be serviced, adjusted and delivered in condition for immediate use. The equipment must be cleaned before leaving the factory and being released to Inspection Authority or consignee personnel at the final delivery point.

#### **6.24 Tools and Loose Equipment**

- A. For shipment verification, all items and tools, which are shipped loose with the vehicle must be listed on the Inspection Certificate (CF1280) or on an attached packing note.



#### **6.25 Delivery and Unloading**

- A. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
- B. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
- C. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

#### **6.26 Incomplete Assemblies**

- A. The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained from the Contracting Authority.

#### **6.27 Assembly/Preparation at Delivery**

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

#### **6.28 Work Site Access**

- A. Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

#### **6.29 Marking**

- A. The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

#### **6.30 Labelling**

- A. The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

#### **6.31 Dispute Resolution Services**

- A. The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

**ANNEX A - REQUIREMENT**

See attached document(s) entitled:

The Canadian Forces Material Handling Equipment

Purchase Description (PD) for Propane (LPG) Engine Driven, 4-Wheel, Counterbalance, Sit-Down Rider Type, Forklift Trucks

**ANNEX B - BASIS OF PAYMENT**

**1. General**

A. All prices and costs are in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

**2. Firm Goods and/or Services**

**2.1 LPG Forklift**

A. The Firm Unit Price(s) include(s) associated specifications, and deliverables as per Annex A - Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:

Item	Delivery Point	Delivery Date	Quantity Required	Configuration	Make/Model	Firm Unit Price
001	CFAD DUNDURN BUILDING 155,17 WING DETACHMENT DUNDURN DUNDURN, SASKATCHEWAN S0K 1K0	[Date to be detailed in the resulting contract]	1	A	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)
002	CFB MONTREAL MIN. DE LA DEFENSE NATIONALE MONTREAL MAINTENANCE GARRISON MONTREAL BATISSE 7 SUD SVC TECH, 6363 NOTRE-DAME EST MONTREAL, QUEBEC H1N 3V9	[Date to be detailed in the resulting contract]	1	B	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)

**2.2 Operator Instruction and Training**

A. The Firm Unit Price(s) include(s) associated services, deliverables, and travel and living expenses as per Annex A - Requirement:

Item	Delivery Point	Quantity Required	Firm Unit Price
003	CFAD DUNDURN DUNDURN, SASKATCHEWAN S0K 1K0	1	\$(Cost to be detailed in the resulting contract)
004	CFB MONTREAL MONTREAL, QUEBEC H1N 3V9	1	\$(Cost to be detailed in the resulting contract)

**3. Optional Goods and/or Services**

**3.1 LPG Forklifts**

A. The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A - Requirement, Delivered Duty Paid (DDP) destination (Shipping Costs excluded), Incoterms 2010:

Item	Delivery Date	Quantity of Optional Items	Configuration	Make/Model	Firm Unit Price
005	[Date to be detailed in the resulting contract]	1	A	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)
006	[Date to be detailed in the resulting contract]	1	B	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)

**3.2 Shipping Costs**

A. The Contractor will be reimbursed for the actual shipping costs of the following Item(s) from the Contractor's Canadian facility or Contractor's Canadian distribution point to the specified Delivery Point(s) without any allowance for profit and/or administrative overhead:

Item	Delivery Point	Quantity and Type of Optional Items	Firm Unit Price
007	[Canadian location to be specified at the time of amendment]	Quantity [number of items to be inserted at the time of amendment] of Item(s) [reference number(s) to be inserted at the time of amendment]	\$(Cost to be detailed at the time of amendment)
008	[Canadian location to be specified at the time of amendment]	Quantity [number of items to be inserted at the time of amendment] of Item(s) [reference number(s) to be inserted at the time of amendment]	\$(Cost to be detailed at the time of amendment)

**3.3 Operator Instruction and Training**

A. The Firm Unit Price(s) include(s) associated services and deliverables, as per Annex A - Requirement, and excludes travel and living expenses:

Item	Language	Quantity of Optional Items	Firm Unit Price
009	English	1	\$(Cost to be detailed in the resulting contract)
010	English or French	1	\$(Cost to be detailed in the resulting contract)

**3.4 Travel and Living Expenses - National Joint Council Travel Directive - Instructions and Training**

A. 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, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive \(http://www.njc-cnm.gc.ca/directive/d10/en\)](http://www.njc-cnm.gc.ca/directive/d10/en), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

B. All travel must have the prior authorization of the Technical Authority.

C. All payments are subject to government audit.

D. Estimated Cost: \$[cost to be detailed at the time of amendment].



**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.

**The Canadian Forces Material Handling Equipment**

**Purchase Description (PD) for Propane (LPG) Engine Driven, 4-Wheel, Counterbalance, Sit-Down Rider Type, Forklift Trucks**

15 August 2020

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



© 2020 DND Canada

---

TABLE OF CONTENTS

<b>1.</b>	<b>SCOPE</b>	-	-	-	-	-	3
1.1.	Scope	-	-	-	-	-	3
1.2.	Instructions	-	-	-	-	-	3
1.3.	Definitions	-	-	-	-	-	3
<b>2.</b>	<b>APPLICABLE DOCUMENTS</b>	-	-	-	-	-	4
2.1	Government Furnished Documents	-	-	-	-	-	4
2.2	Other Publications	-	-	-	-	-	4
2.2.1	SAE Standards	-	-	-	-	-	4
2.2.2	CSA B335	-	-	-	-	-	4
2.2.3	UL 558	-	-	-	-	-	4
2.2.4	Canada Occupational Health and Safety Regulations	-	-	-	-	-	4
2.2.5	CAN/CSA Z107.56-13	-	-	-	-	-	4
2.2.6	Hazardous Products Act	-	-	-	-	-	4
2.2.7	ANSI B56.1	-	-	-	-	-	4
2.2.8	ISO 5353	-	-	-	-	-	5
<b>3.</b>	<b>REQUIREMENTS</b>	-	-	-	-	-	6
3.1.	Standard Design	-	-	-	-	-	6
3.2.	Operating Conditions	-	-	-	-	-	6
3.3.	Safety Standards	-	-	-	-	-	6
3.4.	Vehicle	-	-	-	-	-	7
3.5.	Equipment	-	-	-	-	-	7
3.6.	Operator Station	-	-	-	-	-	8
3.7.	Chassis	-	-	-	-	-	9
3.8.	Engine	-	-	-	-	-	9
3.9.	Transmission	-	-	-	-	-	10
3.10.	Brake System	-	-	-	-	-	10
3.11.	Steering	-	-	-	-	-	10
3.12.	Tires and Wheels	-	-	-	-	-	10
3.13.	Controls	-	-	-	-	-	10
3.14.	Instruments	-	-	-	-	-	10
3.15.	Electrical System	-	-	-	-	-	10
3.16.	Lighting	-	-	-	-	-	10
3.17.	Hydraulic System	-	-	-	-	-	11
3.18.	Lubricants and Hydraulic Fluids	-	-	-	-	-	11
3.19.	Paint	-	-	-	-	-	11
3.20.	Identification	-	-	-	-	-	11
3.21.	Vehicle Delivery Condition	-	-	-	-	-	11
4.	Integrated Logistic Support	-	-	-	-	-	14
4.1	Contractor Documentation and Logistic Items	-	-	-	-	-	14
4.2	Training	-	-	-	-	-	17
4.3	ILS Data Deliverables Summary	-	-	-	-	-	20
APPENIX A		-	-	-	-	-	21

---

## 1. SCOPE

1.1. **Scope** - This Purchase Description covers the requirements for propane (LPG) engine powered, 4-wheel, counterbalance, sit down rider type forklift trucks with features and accessories.

### 1.2. Instructions

- a) Appendix A containing the Data Table as well as the Feature and Accessory Table applicable to each Configuration is an integral part of this specification;
- b) Requirements that are identified by the word “**must**”, **must** be treated as mandatory. Deviations will not be permitted;
- c) Requirements identified with a “will” define actions to be performed by Canada and require no action/obligation on the Contractor’s part;
- d) Where “**must**” or “will” are not used, the information provided is for guidance only;
- e) Where a standard is specified and the Contractor has offered an **Equivalent**, that **Equivalent** standard **must** be supplied by the Contractor;
- f) Where a technical certification is referred to in this Purchase Description, a copy of the certification or an **Equivalent must** be supplied, when requested by the **Technical Authority**; and
- g) While the International System of Units (SI) **must** be used as the primary system of measurement to define requirements of this Purchase Description, both the SI system and the standard system for this product may be indicated. Conversion from one system of measurement to the other may not be exact.

### 1.3. Definitions

- (a) “**Provided**” means “provided and installed”;
- (b) “**Equivalent**” means a standard, means, or component type that the **Technical Authority** has approved for this requirement as meeting the specified requirements for fit, form, function and performance; and
- (c) “**Commercially Equipped**” means that the vehicle is provided in its standard commercial configuration with no additional government-specified requirements.

---

## **2. APPLICABLE DOCUMENTS**

### **2.1 Government Furnished Documents - NOT APPLICABLE**

**2.2 Other Publications** - Canada will not supply reference documents. Effective documents are those in effect on the date of the manufacture of the vehicle. Information on the organization is supplied below.

#### **2.2.1 SAE Standards**

SAE World Headquarters  
400 Commonwealth Drive  
Warrendale, PA, 15096-0001  
<http://www.sae.org>

#### **2.2.2 CSA B335**

Safety Standards for Lift Trucks  
Canadian Standards Association (CSA)  
5060 Spectrum Way, Suite 100  
Mississauga, Ontario, L4W 5N6  
<http://www.csa.ca/cm/ca/en/home>

#### **2.2.3 UL 558**

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

#### **2.2.4 Canada Occupational Health and Safety Regulations**

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

#### **2.2.5 CAN/CSA Z107.56-13**

**Measurement of Noise Exposure**  
Canadian Standards Association  
5060 Spectrum Way, Suite 100  
Mississauga, Ontario, L4W 5N6  
<http://www.csa.ca/cm/ca/en/home>

#### **2.2.6 Hazardous Products Act**

Government of Canada / Department of Justice  
<http://laws-lois.justice.gc.ca/eng/acts/H-3/>

#### **2.2.7 ANSI B56.1**

**Safety Standards for Low Lift and High Lift Trucks**  
American National Standards Institute  
1899 L Street, NW, 11th Floor  
Washington, DC, 20036



---

<http://www.ansi.org/>

2.2.8 **ISO 5353**

Earth-moving machinery, and tractors and machinery for agriculture  
and forestry – Seat index point

International Organisation for Standardisation

ISO Central Secrétariat

1, ch. de la Voie-Creuse

CP 56

CH 1211 Geneva 20

Switzerland

<http://www.iso.org/iso/home.htm>

---

### 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 - 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 and moving general supplies in and around warehouses.

#### 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. Hazardous Materials – The Contractor **must** minimize or eliminate the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals (as described in the Hazardous Products Act of Canada) on the vehicle at the time of delivery.
- 3.3.4. “LPS” Safety Rating Feature
  - (a) The vehicle **must** meet the requirements of an “LPS” safety rating in accordance with Standard UL 558, or an **Equivalent**, and
  - (b) A certification label confirming the vehicle meets the “LPS” safety rating **must** be permanently affixed to the vehicle before delivery.

---

3.4. **Vehicle** – The vehicle **must** be a sit down rider type forklift.

3.4.1. **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**” in the A.1 - Data Table (Appendix A) at the load centre of that given as “**LOAD CENTRE**” in the A1- Data Table (Appendix A);
- (b) The load capacity **must** not de-rate to below specified load capacity before reaching a load lift height of 3,810 mm(150 inches);
- (c) The vehicle **must** have a lift height of at least that given as “**STANDARD MAST - LIFT HEIGHT**” in A.1 - Data Table (Appendix A), measured from the floor to the top of the forks with the mast in an extended vertical position; and
- (d) The vehicle, with the mast in its lowest position, **must** pass under a horizontal beam with a height above ground level of that given as “**STANDARD MAST – VEHICLE HEIGHT**” in the A.1 - Data Table (Appendix A).

3.5. **Equipment**

(a) **Standard Mast**

- i. The vehicle **must** be provided with a see-through telescopic mast; and
- ii. The standard mast **must** have full free lift.

(b) **Forks**

- i. The vehicle **must** be provided with standard forks having a nominal length of 1,219 mm (48 inches); and
- ii. Forks with nominal lengths of 1,067 mm (42 inches) **must** be provided, in lieu of the standard forks, when requested, at no additional cost.

(c) **Load Backrest** - The load backrest **must** have a nominal height of 1,219 mm (48 inches);

(d) **Mast Tilt** – The vehicle **must** be provided with a power mechanism that tilts the mast fore and aft of vertical; and

(e) **Fire Extinguisher**

- i. Internal combustion vehicles **must** be provided with a fire extinguisher having at least 1 kg (2.2 lb) of fire extinguishing chemicals;
- ii. The fire extinguisher **must** be readily accessible to the operator; and
- iii. The fire extinguisher **must** not interfere with the operation of the vehicle or the view of the operator.

3.5.1. **Features and Accessories**

(a) **Lift Accumulator** – The mast **must** be provided with a system to absorb impact loads from tracks, potholes and other obstacles;

(b) **Side Shifter with Fork Positioner**

- 
- i. The vehicle **must** be provided with an integrated side shifter with fork positioner;
  - ii. The fork-positioning attachment **must** increase/decrease the spacing between the unloaded forks; and
  - iii. The side shifter **must** side shifting fully loaded forks simultaneously to either side to that given as “**SIDE SHIFT**” in A1- Data Table (Appendix A);
- (c) **Fork Tine Position Guide**
- i. The vehicle **must** be provided with a fork tine position guide;
  - ii. The fork tine position guide **must** be permanently attached to the backrest;
  - iii. The fork tine position guide **must** use a laser to create a line that shows the level of the top of the fork tines;
  - iv. The fork tine position guide **must** be connected to the vehicle electrical system;
  - v. The fork tine position guide **must** automatically turn off when the vehicle is turned off; and
  - vi. The fork tine position guide **must** automatically turn off when the forks are within 2,130 mm (84 inches) of ground level.
- (d) **Rotating Fork Attachment**
- i. When Specified in A.1 – Data Table of Appendix A, the vehicle **must** be provided with a rotating fork attachment;
  - ii. The rotating fork attachment **must** have hydraulically controlled function to rotate the forks to full 360-degree on both sides of the fork assembly;
  - iii. The fork rotating fork attachment **must** have hydraulic side shifting function described in section 3.5.1(f) above;
  - iv. The rotating fork attachment **must** be provided with a cylinder and side-shifter protection mechanism; and
  - v. The fork rotating fork attachment **must** meet the load capacity and lift criteria specified in Appendix A – A.1: Data Table.
- (e) **Fork Extension**
- i. When Specified in A.1 – Data Table of Appendix A the vehicle **must** be provided with a 72-inch fork extension; and
  - ii. The fork extension **must** handle a load equivalent to the rated load capacity of the forklift specified in section 3.4.2(a) of this document.

### 3.6. **Operator Station**

(a) **Overhead Guard**

- i. The vehicle **must** be provided with a driver's overhead guard with wire mesh or **Equivalent** mounted to protect operator; and
- ii. The height from the seat point index to the underside of the overhead guard **must** be at least 890 mm (35 inches) in accordance with the

---

recommendation in ANSI B56.1 when measured in accordance with ISO 5353; and

- (b) **Mirrors** – The vehicle **must** be provided with rear view mirrors providing a full view for safe reverse operations.

3.6.1. **Operator Station Features and Accessories**

(a) **Cab** -

- i. When Specified in A.2 – Feature and Accessory Table of Appendix A, the vehicle **must** be provided with a fully enclosed weatherproof and insulated cab;
- ii. The height from the seat point index to the underside of the cab roof **must** be at least 890 mm (35 inches) in accordance with the recommendation in ANSI B56.1 when measured in accordance with ISO 5353;
- iii. The cab **must** be provided with a heating system with ventilation and defrosting systems capable of keeping windows free from frost and moisture;
- iv. The cab **must** be provided with safety glass in the windows;
- v. It is preferred the glass be tinted to reduce solar heating load;
- vi. The cab **must** be provided with windshield wipers, including a windshield washer for each wiper; and
- vii. The cab **must** offer overhead load visibility during storage and retrieval operations.

(b) **Suspension Seat**

- i. The vehicle **must** be provided with a padded full suspension seat and backrest;
- ii. It is preferred that the seat be cloth covered;
- iii. The seat **must** be provided with seat belts conforming, as a minimum, to SAE J386; and
- iv. The seat **must** be provided with fore/aft and vertical adjustment without the operator having to move from a seated position.

3.7. **Chassis** - The vehicle **must** be provided with a commercially equipped chassis system.

3.8. **Engine** - The vehicle **must** be provided with a Liquefied Propane Gas (LPG) driven engine.

3.8.1. **Engine Components** – The vehicle **must** be provided with a catalytic converter and closed loop control system for reduction of emissions.

3.8.2. **LPG Fuel Tank**

- (a) The vehicle **must** be provided with a LPG fuel tank mounted on the vehicle. It is preferable to have the tank mounted horizontally;
- (b) The fuel tank **must** have a safety guard with quick release clamps and quick connect couplings; and

- 
- (c) When Specified in A.2 – Feature and Accessory Table of Appendix A, the vehicle **must** be provided with one spare tank.

3.8.3. **Engine Features and Accessories**

(a) **Tank Lift Device**

- i. The vehicle **must** be provided with a tank lift device that reduces the effort required to remove and replace the propane tank; and
- ii. The tank lift device **must** lower the tank into a convenient position for exchange.

3.9. **Transmission** - The transmission **must** be provided with a commercially equipped transmission system for a propane forklift of this type and size.

3.10. **Brake System** - The braking system **must** conform to CSA B335, or an ***Equivalent.***

3.11. **Steering** - The vehicle **must** be provided with a commercially equipped steering system.

3.12. **Tires and Wheels**

(a) **Single Load Wheels – Snow and Mud**

- i. The vehicle **must** be provided with single load wheels; and
- ii. Tires **must** have a snow and mud or aggressive tread pattern.

(b) **Dual Load Wheels – Snow and Mud**

- i. When specified in A.2 – Feature and Accessory Table of Appendix A, the vehicle **must** be provided with dual load wheels; and
- ii. Tires **must** have a mud and snow or aggressive tread pattern.

3.13. **Controls** - The vehicle **must** be provided with a safety device ensuring that the engine can only be started with the transmission in a neutral position.

3.14. **Instruments** - The instruments **must** be provided with an hour-meter, which displays accumulated running time up to 9,999 hours.

3.14.1. **Instruments Features and Accessories**

(a) **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**

- (a) The vehicle **must** be provided with a readily accessible driver-operated warning horn; and
- (b) The vehicle **must** be provided with a backup alarm to alert personnel that the vehicle is in backup mode.

3.16. **Lighting**

(a) **Floodlights**

- 
- i. The vehicle **must** be provided with floodlights that allow for forklift operations at night;
  - ii. The floodlights **must** provide sufficient lighting for the operator to see the load and fork tips in all positions; and
  - iii. The vehicle **must** be provided with at least one adjustable floodlight.
- (b) **Flashing Beacon**
- i. The vehicle **must** be provided with a red flashing beacon light mounted on the rear of the vehicle; and
  - ii. The beacon **must** be activated when the vehicle travels in reverse.
- 3.16.1. **Lighting Features and Accessories**
- (a) **Signal Lights** – The vehicle **must** be provided with headlights, adjustable work lights at the front and rear, stoplights and turn signals; and
  - (b) **Additional Working Lights** – The vehicle **must** be provided with at least 2 additional working lights on the front.
- 3.17. **Hydraulic System** - The vehicle **must** be provided with a hydraulic system that supports the operation of all hydraulic components.
- 3.18. **Lubricants and Hydraulic Fluids**
- (a) The vehicle **must** operate using synthetic non-proprietary lubricants and hydraulic fluids; and
  - (b) Grease fittings provided on the vehicle **must** conform to SAE J534.
- 3.19. **Paint** - The vehicle **must** be painted using commercial colour having a high-durability, corrosion-resistant type coating.
- 3.20. **Identification** - The manufacturer's name, model and vehicle serial number **must** be permanently marked in a conspicuous and protected location.
- 3.21. **Vehicle Delivery Condition**
- (a) The vehicle **must** be delivered to destination in a fully operational condition (serviced and adjusted). Both the interior and exterior **must** be cleaned;
  - (b) If the vehicle requires assembly at destination, the Contractor **must** be responsible for all manpower and equipment to perform assembly;
  - (c) The space for assembly at destination will be provided, if required;
  - (d) For shipment verification, items such as wheel wrenches, jacks, and all other tools, equipment and accessories, which are shipped loose, **must** be listed on the shipping certificate or to an attached packing note;
  - (e) Propane fuel tanks **must** be shipped empty; and
  - (f) Lubricants installed in the vehicle at time of delivery **must** be suitable for the destination and the season of delivery.

---

#### 4. **INTEGRATED LOGISTICS SUPPORTS (ILS)**

##### 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 an electronic media such as USB memory stick or Drop box;
- vi Digital copies **must** be supplied in a searchable PDF format;
- vii The electronic media **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;
  - 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;
  - 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 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
- iv Digital parts manuals **must** be supplied in a searchable PDF format CD/DVD-ROM.

(g) **Keys** – The vehicle **must** be provided with two (2) sets of keys.

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**
- 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.

4.3 **ILS Data Deliverables Summary** - This table is for quick reference only. All detailed requirements to be met are contained under Paragraph 4 - Integrated Logistics Support.

Item	Format	Delivered to TA by E-mail	Delivered to TA by mail/courier	Copy with Vehicle	Remarks
Photographs and Line Drawings	Digital	x	-	-	
Data Summary	Digital	x	-	-	TA will provide template
Initial Parts Kit List *	Digital	x	-	-	
Warranty Letter	Digital	x	-	-	TA will provide template
	Paper**	-	-	x	
Listing of HAZMAT and Safety Data Sheets French and English	Digital	x	-	-	
	Paper**	-	-	x	
Operator Manual(s) Bilingual	Digital	-	x	x	On electronic media*
	Paper**	-	-	x	
Maintenance (shop repair) Manual(s) English	Digital	-	x	x	On electronic media*
	Paper**	-	-	x	On electronic media*
Maintenance (shop repair) Manual(s) French	Digital	-	x	x	On electronic media*
	Paper**	-	-	x	On electronic media*
Parts Manual(s)	Digital	-	x	x	On electronic media*
	Paper**	-	-	x	
<b>The items below <i>must</i> be provided only if training is requested in the bid solicitation/contract.</b>					
Training Plan/Curriculum	Digital	x	-	-	For each type of course required.
Proof of Familiarization Course Certificate	Digital	x	-	-	TA will provide template

---

Notes: \*Although a separate electronic media *must* be used for each Configuration, a single electronic media should ideally be used for all e-manuals covering a specific Configuration and its accessories.

\*\* Paper copy *must* have identical content as the electronic copy approved by the TA.

## 5. **ACCEPTANCE TESTING**

- 5.1 The first vehicle *must* be performance tested as per section 3.4.2 (a) through (c) as well as dimensional and physical characteristics by the Contractor at the Contractor's facility 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** or their authorized representative will witness this testing and approve for acceptance if no deficiencies are identified; and
- 5.4 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.

---

**APPENDIX A****A.1. Data Table**

The following table shows required performance and dimensions for each Configuration with paragraph references that **must** be provided.

CHARACTERISTIC	PARAGRAPH	UNITS	CONFIGURATION	
			A	B
LIFT CAPACITY	3.4.1 (a)	kg	3,629	4,536
		lbs	8,000	10,000
LOAD CENTRE		mm	610	610
		inches	24	24
STANDARD MAST – LIFT HEIGHT	3.4.1 (c)	mm	4,720	4,720
		inches	186	186
STANDARD MAST – VEHICLE HEIGHT	3.4.1 (d)	mm	2,290	2,290
		inches	90	90
SIDE SHIFT	3.5.1 (b)	mm	101	101
		inches	4	4
ROTATING FORK ATTACHMENT	3.5.1 (d)		X	-

## A.2. Feature and Accessory Table

The following table indicates, with a clause reference and with "X", for each configuration the accessories, attachments and features that **must** be provided when specified in the solicitation while complying with all other requirements of this document.

DESCRIPTION	PARAGRAPH	Configuration	
		A	B
"LPS" Safety Rating Feature	3.3.5	X	X
Lift Accumulator	3.5.1 (a)	X	X
Fork Positioning Side Shifter	3.5.1 (b)	X	X
Fork Tine Position Guide	3.5.1 (c)	X	X
Fork Extension	3.5.1 (c)	X	-
Cab	3.6.1 (a)	X	X
Suspension Seat	3.6.1 (b)	X	X
Spare Tank	3.8.2(c)	X	-
Tank Lift Device	3.8.3 (a)	X	X
Single Load Wheels – Snow and Mud	3.12.1 (a)	-	X
Dual Load Wheels – Snow and Mud	3.12.1 (b)	X	-
Weigh Scale	3.14.1 (a)	X	X
Signal Lights	3.16.1 (a)	X	X
Additional Working Lights	3.16.1 (b)	X	X
Initial Parts Kit	4.1.1 (f)	X	X
Manuals for Approval	4.1.1 (a)	X	X
Maintenance Manual - English	4.1.2 (d)	X	X
Maintenance Manual - French	4.1.2 (e)	X	X
Parts Manuals	4.1.2 (f)	X	X
Training – Familiarization	4.2 (a)	X	X
Training – Troubleshooting	4.2 (b)	X	-





## NOTICE

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

### TECHNICAL EVALUATION CRITERIA FOR GROUP 1A: PROPANE ENGINE DRIVEN FORKLIFT TRUCK

This questionnaire covers technical information, which **must** 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 Name:

Bidder Address:

Submission 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.

TABLE OF TECHNICAL EVALUATION CRITERIA				
PD Reference	Requirement	Substantial Information required	Value	Location of Substantial Information in Bid Proposal
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	Vehicle Make	document	
		Vehicle Model/Year Introduced	document	Config A: Config B:
3.3.2	All vehicle design, construction and safety aspects must be in accordance with the latest edition of ANSI/ITDSF B56.6	Manufacturing standard	certificate or OEM brochure	Config A: Config B: Config F:
3.3.4 (a)	The vehicle <b>must</b> be manufactured to meet the requirements of an “LPS” safety rating in accordance with Standard UL 558, or an <b>Equivalent</b>	Fire safety standard	certificate or OEM brochure	Config A: Config B:
3.4.1(a)	The vehicle, with the standard mast and no accessories, <b>must</b>	Capacity/load center	lbs/inch	Config A: Config B:



TABLE OF TECHNICAL EVALUATION CRITERIA				
PD Reference	Requirement	Substantial Information required	Value	Location of Substantial Information in Bid Proposal
	have a load capacity of at least that given as “ <b>LIFT CAPACITY</b> ” in the A.1 - Data Table (Appendix A) at the load centre of that given as “ <b>LOAD CENTRE</b> ” in the A1-Data Table (Appendix A)			
3.4.1(c)	The vehicle <i>must</i> have a lift height of at least that given as “ <b>STANDARD MAST - LIFT HEIGHT</b> ” in A.1 - Data Table (Appendix A), measured from the floor to the top of the forks with the mast in an extended vertical position	lift height	inch	Config A: Config B:
3.4.1(d)	The vehicle, with the mast in its lowest position, <i>must</i> pass under a horizontal beam with a height above ground level of that given as “ <b>STANDARD MAST – VEHICLE HEIGHT</b> ” in the A.1 - Data Table (Appendix A)	vehicle height	inch	Config A: Config B:



TABLE OF TECHNICAL EVALUATION CRITERIA				
PD Reference	Requirement	Substantial Information required	Value	Location of Substantial Information in Bid Proposal
3.5.1(b-i)	The vehicle <b>must</b> be provided with an integrated side shifter with fork positioner.	Side shifter and fork positioner	document	Config A: Config B:
3.5.1(b-iii)	The side shifter must side shifting fully loaded forks simultaneously to either side to that given as "SIDE SHIFT" in A1- Data Table (Appendix A);	Side shift	document & inch	Config A: Config B:
3.5.1(d-i)	The vehicle <b>must</b> be provided with a rotating fork attachment;	attachment	document	Config A: Config B:
3.5.1(d-v)	The fork rotating fork attachment <b>must</b> meet the load capacity and lift criteria specified in Appendix A – A.1: Data Table.	attachment capacity	lbs/kg	Config A: Config B:

**DEFINITIONS**

The following definition(s) apply to the interpretation of this Technical Evaluation Criteria:



- (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.