



**RETURN BIDS TO / RETOURNER LES  
SOUSSIONS À:**

Transportation Safety Board of Canada /  
Bureau de la sécurité des transports du Canada  
[ReceptionSoumissions.BidReceipt@bst-  
tsb.gc.ca](mailto:ReceptionSoumissions.BidReceipt@bst-tsb.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Transportation Safety Board of 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 or attached hereto,  
the supplies and services listed herein or on any  
attached sheets at the price(s) set out therefor.

Propositions aux : Bureau de la sécurité des  
transports du 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 articles et les services  
énumérés ici et sur toute feuille ci-annexée, au(x)  
prix indiqué(s).

**Comments / Commentaires**

THIS DOCUMENT CONTAINS NO SECURITY  
REQUIREMENT / LE PRÉSENT DOCUMENT NE  
COMPORTE PAS D'EXIGENCE RELATIVE À LA  
SÉCURITÉ

<b>Title / Sujet</b> Telehandler	
<b>Date of Solicitation – Date de l’invitation</b> 23/09/2022	
<b>Solicitation No. – No de l’invitation</b> <b>RFP-2022- 8053824</b>	
<b>Sollicitation closes / L’invitation prend fin</b> 21/10/2022	<b>Time zone / Fuseau horaire</b> Eastern Standard Time (EST)
<b>Address inquiries to –Adresser toute demande de renseignements à</b>  <a href="mailto:Yannick.Bastonnais@bst-tsb.gc.ca">Yannick Bastonnais</a>  <a href="mailto:ReceptionSoumissions.BidReceipt@bst-tsb.gc.ca">ReceptionSoumissions.BidReceipt@bst-tsb.gc.ca</a>	
<b>Area code and Telephone No. Code régional et No. de téléphone</b>  819-664-7533	
<b>Destination</b> Transportation Safety Board of Canada	
<input checked="" type="checkbox"/> <b>Delivery required – Livraison exigée</b>	<input type="checkbox"/> <b>Delivery offered – Livraison proposée</b>
<b>Vendor/firm name, address and Telephone No. / Raison sociale, adresse du fournisseur/de l’entrepreneur et no de téléphone.</b>  	
<b>Name and title of person authorized to sign on behalf of vendor (type or printe – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d’impression))</b>  	
<b>Signature</b>	<b>Date</b>



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security requirements associated with this contract.

### **1.2 Statement of Requirement**

This Bid solicitation is being issued to satisfy the requirement of the Transportation Safety Board (TSB) of Canada (the "Client") as detailed in Annex A of the resulting contract clauses, for the acquisition, delivery and off-loading of one (1) Telehandler to the Transportation Safety Board of Canada's Engineering Laboratory, located in Ottawa, Ontario.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the Bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days from receipt of the results of the Bid solicitation process. The debriefing will be provided in writing.

### **1.4 Trade Agreements**

This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003 \(2022-03-29\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the Bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

#### 2.1.1 SACC Manual Clauses

[B1000T \(2014-06-26\)](#), Conditional of Material – Bid

### 2.2 Submission of Bids

Bids must be submitted only to the TSB Contract Authority's generic e-mail inbox by the date, time and place indicated on page 1 of the Bid solicitation.

Bids must be provided in an electronic format, such as PDF or MS Word, to the Contract Authority.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the Bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the Bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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

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

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

### 2.5 Bid Challenge and Recourse Mechanisms



- a. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- c. Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **2.6 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work 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 reasons 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 three (3) calendar 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

Due to the nature of the Bid solicitation, Bids transmitted by CPC Connect service and by facsimile will not be accepted.

Canada requests that Bidders provide their Bid in separately bound sections as follows:

Section I: Technical Bid (One (1) soft copies) in MS word or PDF format.

Section II: Financial Bid (One (1) soft copies) in MS word or PDF format.

Section III: Certifications (One (1) soft copies) in MS word or PDF format.

Note: Price must appear in the Financial Bid only.

#### Section I: Technical Bid

In their technical Bid, Bidders should demonstrate their understanding of the requirements contained in the Bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise, and clear manner for carrying out the work. Bidders should Indicate the schedule for completion or delivery.

To avoid duplication, Bidders may refer to different sections of their Bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### Section II: Financial Bid

- a. **Pricing:** Bidders must submit their financial Bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive rate in in each cell requiring an entry in the pricing tables.
- b. **All Costs to be Included:** The financial Bid must include all costs for the requirement described in the Bid solicitation for the entire Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the Bid solicitation and the associated costs of these items is the sole responsibility of the Bidder
- c. No other costs will be considered.

#### 1. Electronic Payment of Invoices

Canada requests that Bidders complete option 1 or 2 below:

1.  Electronic Payment Instruments will be accepted for payment of invoices.  
The following Electronic Payment Instrument(s) are accepted:
  - Direct Deposit
2.  Electronic Payment Instruments will not be accepted for payment of invoices.  
The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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

#### 2. Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation



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### **Section III: Certifications**

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





**ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE**

<b>Item</b>	<b>Description</b>	<b>Price</b>
1	For the supply of one (1) new telescopic handler for the Transportation Safety Board of Canada— Engineering Laboratory, as specified in Annex “A” – Statement of Requirement.	\$ _____
2	Delivered Duty Paid (DDP) Destination all-inclusive freight/delivery and off-loading charges Delivery Point: Transportation Safety Board of Canada— Engineering Laboratory, 1901 Research Private, Ottawa, ON, K1V 1J8	\$ _____
<b>Total Price</b>		\$ _____



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the Bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the Bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Performance Specification**

Refer to Annex "A" – Statement of Requirement

#### **4.1.2 Financial Evaluation**

For Bid evaluation and contractor selection purposes, the evaluated price of a Bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

##### **4.1.2.1 Mandatory Financial Criteria**

The price of the Bid will be evaluated in Canadian dollars, DDP Ottawa, ON Incoterms® 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded. At contract award, the applicable Taxes are to be added to the Annex "B" Basis of Payment and invoice as a separate item.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

### **4.2 Basis of Selection- Mandatory Performance Specification**

A Bid must comply with the requirements of the Bid solicitation and meet all mandatory performance specification and mandatory financial evaluation criteria to be declared responsive. Failure to meet each mandatory performance specification and the mandatory financial evaluation criteria will result in the Bid being deemed non-responsive and be given no further consideration.

The responsive Bid with the lowest evaluated price will be recommended for award of a contract.

Only one (1) contract will be awarded



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

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

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

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

### **5.1 Certifications Required with the Bid**

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

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

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their Bid, **if applicable**, the 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.

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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, see ATTACHMENT 1 to PART 5 OF THE BID SOLICITATION, to be given further consideration in the procurement process.

#### **5.2.2 OEM Certification**

Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware or equipment proposed as part of its Bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware or equipment, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware or equipment it proposes to supply to Canada unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included in ATTACHMENT 2 to PART 5 OF THE BID SOLICITATION. Although all the contents of the Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

If the hardware or equipment proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

For the purposes of this bid solicitation, OEM means the manufacturer of the hardware or equipment, as evidenced by the name appearing on the hardware or equipment and on all accompanying documentation.



5.2.3 Product Conformance

See ATTACHMENT 3 to PART 5 OF THE BID SOLICITATION

**ATTACHMENT 1 to PART 5 OF THE BID SOLICITATION  
COMPLETE LIST OF DIRECTORS**

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**ATTACHMENT 2 to PART 5 OF THE BID SOLICITATION**

<b>OEM Certification Form</b>	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
<b>Name of OEM</b>	_____
<b>Signature of authorized signatory of OEM</b>	_____
<b>Print Name of authorized signatory of OEM</b>	_____
<b>Print Title of authorized signatory of OEM</b>	_____
<b>Address for authorized signatory of OEM</b>	_____
<b>Telephone no. for authorized signatory of OEM</b>	_____
<b>Fax no. for authorized signatory of OEM</b>	_____
<b>Date signed</b>	_____
<b>Solicitation Number</b>	_____



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**ATTACHMENT 3 to PART 5 OF THE BID SOLICITATION**

The Bidder certifies that all vehicles/equipment proposed conform and will continue to conform throughout the duration of the contract, to all technical specifications of the purchase description(s). This certification does not relieve the Bid from meeting all mandatory performance specification detailed in Part 4.

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Bidder's Authorized Representative      signature      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 Security Requirements

There is no security requirement applicable to this Contract.

#### 6.1 Statement of Requirement

The Contractor must provide the items detailed under the Statement of Requirement at Annex "A".

#### 6.2 Standard Clauses and Conditions

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

##### 6.2.1 Conditions

2010A (2022-01-28) General conditions: Goods (medium complexity) apply to and form part of the Contract.

#### 6.3 Term of Contract

##### 6.3.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2023 inclusive.

##### 6.3.2 Delivery Date

All the deliverables must be received on or before March 31, 2023

##### 6.3.3 Point of Delivery

Delivery of the equipment will be made to Transportation Safety Board of Canada— Engineering Laboratory, 1901 Research Private, Ottawa, ON K1V 1J8, as specified in Annex B of the contract.

#### 6.4 Authorities

##### 6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Yannick Bastonnais  
Title: Procurement and Contracting Specialist  
Department: Transportation Safety Board of Canada  
Telephone: 819-775-6664  
E-mail address: [Yannick.bastonnais@bst-tsb.gc.ca](mailto:Yannick.bastonnais@bst-tsb.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 6.4.2 Project Authority (identified at contract award)

The Project Authority for the Contract is:

Name:  
Title:  
Department:



Telephone:

E-mail address:

The Project 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 Project Authority; however, the Project 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.

#### 6.4.3 Contractor's Representative (identified at contract award)

Name:

Organization:

Telephone:

E-mail address:

### 6.5 Payment

#### 6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$ \_\_\_\_\_ (identified at contract award). Customs duties are included and Applicable Taxes are extra.

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.

#### 6.5.2 Authorized Travel and Living Expenses

Not applicable to this contract.

#### 6.6 Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the requirement in accordance with the payment provisions of the Contract if:

- a. 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;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada..

### 6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions 2010A (2022-01-28). Invoices cannot be submitted until all deliverables identified in the invoice is completed.

Invoices must only be submitted electronically, via e-mail, to the identified TSB recipients, the Contracting Authority identified under article 6.4.1, the Project authority identified under article 6.4.2. and the TSB Financial & Administrative Support Coordinator. The date and time stamp of the contractor's accompanying e-mail will be use as a proof of reception for processing. The contractor must clearly identify the original of each invoice as the original and any subsequent copy as a copy in the e-mail and on the invoice itself.

- a. E-mail address of the TSB Financial and Administrative Support Coordinator: (identified at contract award)

### 6.8 Certifications Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its Bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the



Contract, to terminate the Contract for default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2022-01-28) General conditions: Goods (medium complexity)
- (c) Annex A, Statement of Requirement
- (d) Annex B, Basis of Payment
- (e) the Contractor's Bid dated\_\_\_\_\_

## 6.11 SACC Manual Clauses

- A9039C (2008-05-12), Salvage
- D2001C (2007-11-30), Labeling
- D2000C (2007-11-30), Marking
- D9002C (2007-11-30), Incomplete Assemblies
- A9068C (2010-01-11), Government Site Regulations
- B7500C (2006-06-16), Excess Goods
- B1501C (2006-06-16), Electrical Equipment
- D0018C (2007-11-30), Delivery and Unloading
- G1005C (2016-01-28), Insurance – No Specific Requirement

## 6.12 Inspection and Acceptance

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

## 6.13 Preparation for Delivery

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

## 6.14 Shipping Instructions - Delivery at Destination

6.14.1 Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) Ottawa, ON Incoterms® 2010 for shipments from a commercial contractor.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Project Authority. The consignee may refuse shipments when prior arrangements have not been made.





## 6.15 OPO Clauses

### 6.15.1 Clause for solicitation documents and regret letters for unsuccessful bidders

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the Procurement Ombudsman Regulations or visit the [OPO website](#).

### 6.15.2 Contract Clauses – Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

### 6.15.3 Contract clause – Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.



## ANNEX "A"

### Statement of Requirement

#### Scope:

The Transportation Safety Board of Canada (TSB) (the "Client") requires the Contractor to supply, deliver and off-load one (1) new Telescopic handler (Telehandler) to the TSB Engineering Laboratory, located at 1901 Research Private, Ottawa, ON K1V 1J8.

#### Compliance Matrix:

A complete list of the minimum mandatory performance specifications is detailed below in the Compliance Matrix. Bidders must clearly demonstrate compliance with each mandatory performance specification by addressing each item in the Compliance Matrix, whether the Performance Specification is met, "yes" or "no".

Bidders are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Compliance Matrix.

It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs, or illustrations be provided with the Bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides sufficient detail to prove that the proposed equipment meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its Bid demonstrates technical compliance.

If the supporting documentation referenced above has not been provided at Bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within the allotted time period will result the Bid being deemed non-responsive and will be given no further consideration.



COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

**Overview:** A Telehandler is required by the Transportation Safety Board of Canada's (TSB) Engineering Laboratory for material handling. [GSIN N3930: Warehouse Trucks and Tractors, Self-Propelled](#)

**Manufacturer offered:** \_\_\_\_\_

**Year:** \_\_\_\_\_

**Model number offered:** \_\_\_\_\_

Section	Item	Value / Description	Performance Specification Met? Please indicate Yes/No	Performance Specification Offered: Bidder should indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
<b>1</b>	<b>General</b>				
1.1	<b>Operating Conditions</b>				
1.1.1	Vehicle must be capable of satisfactory operation in ambient temperatures in Ontario.	-30°C to 35°C			
1.2	<b>Overall Dimensions and Weight</b>				
1.2.1	Maximum overall dimensions (inches)	72 Wide x 94 High x 230 Long			
1.2.2	Wheelbase	85 in to 100 in			
1.2.3	Max. overall base weight with carriage and forks (no options)	12,500 lbs			
<b>2</b>	<b>Details</b>				
2.1	<b>Performance</b>				
2.1.1	Minimum. Lift Capacity (excludes carriage options)	5,400 lbs			
2.1.2	Minimum. Lift Height	18 ft			
2.1.3	Minimum Lift Capacity at full Height (excludes carriage options)	3,000 lbs			
2.1.4	Minimum Horizontal reach	10.5 ft			
2.1.5	Minimum Lift Capacity at maximum. reach (excludes carriage options)	1700 lbs			
2.2.6	Min. travel speed	24 km/h			
2.2	<b>Engine</b>				
2.2.1	Engine Type	Turbo Diesel or Gasoline			
2.2.2	Min. Power	55 kW (74 hp)			
2.2.3	Min. Torque	190 lb-ft			



2.2.4	Emissions - Must meet or exceed:	U.S. EPA Tier 4 Final emissions standard			
<b>2.3</b>	<b>Transmission, Powertrain and Steering</b>				
2.3.1	Transmission	Hydrostatic with forward and reverse variable speed modes.			
2.3.2	Drive Type	4-wheel drive			
2.3.3	Front axle differential type	Limited Slip			
2.3.4	Steering Modes	4-wheel "straight", 4-wheel "crab" and 2-wheel front			
2.3.5	Maximum Turning Radius over Tires	145 in			
<b>2.4</b>	<b>Brakes</b>				
2.4.1	Service Brakes	Inboard (Axle mounted), oil-immersed (wet-disc) brakes			
2.4.2	Parking Brake	Inboard (Axle mounted), oil-immersed (wet-disc) brakes			
<b>2.5</b>	<b>Hydraulics</b>				
2.5.1	All boom, carriage and fork motions shall be controlled hydraulically.				
2.5.2	Lift, crowd, tilt, and frame leveling cylinders incorporate safety check valves				
2.5.3	An auxiliary hydraulic circuit will be furnished to power attachments equipped with cylinders or other hydraulic components.				
<b>2.6</b>	<b>Electrics</b>				
2.6.1	System Voltage	12 Volts, negative ground			
<b>2.7</b>	<b>Tires</b>				
2.7.1	Tire type	Rough terrain (off-road) tires. Solid or Foam-Filled or Pneumatic			
<b>2.8</b>	<b>Operator's Station</b>				
2.8.1	Enclosed cab with heat and air conditioning. Must include a windshield defrost/demist mode.				



2.8.2	Cab has a transparent top (ceiling) with retractable sunshade.				
2.8.3	Side Windows must be openable				
2.8.4	Steering column mounted single lever to control forward, neutral, and reverse				
2.8.5	Joystick to control lift/tilt and extend/retract				
2.8.6	Carriage tilt function controlled by switch on joystick.				
2.8.7	Floor mounted pedals for throttle and brake controls				
<b>2.9</b>	<b>Instrumentation</b>				
2.9.1	Illuminated Panel and switches				
2.9.2	Instrument Indicators for:				
2.9.3	<ul style="list-style-type: none"> <li>Machine Hours</li> </ul>				
2.9.4	<ul style="list-style-type: none"> <li>Fuel Level</li> </ul>				
2.9.5	<ul style="list-style-type: none"> <li>Travel Speed (Speedometer)</li> </ul>	Km/h			
2.9.6	<ul style="list-style-type: none"> <li>Engine Speed (Tachometer)</li> </ul>	RPM			
2.9.7	<ul style="list-style-type: none"> <li>Voltage (alternator or battery voltage)</li> </ul>	Volts			
2.9.8	<ul style="list-style-type: none"> <li>Engine Coolant Temperature</li> </ul>	F-C			
2.9.9	<ul style="list-style-type: none"> <li>Steering Mode</li> </ul>	2-Wheel, 4-Wheel, Crab			
2.9.10	<ul style="list-style-type: none"> <li>Parking brake</li> </ul>	ON - OFF			
2.9.11	Audio and/or visual warning indicators include:				
2.9.12	<ul style="list-style-type: none"> <li>System voltage warning light</li> </ul>				
2.9.13	<ul style="list-style-type: none"> <li>Engine oil pressure light</li> </ul>				
2.9.14	<ul style="list-style-type: none"> <li>Hydraulic pressure light (if applicable)</li> </ul>				
2.9.15	<ul style="list-style-type: none"> <li>Engine overheat light</li> </ul>				
<b>2.10</b>	<b>Safety</b>				
2.10.1	Fully enclosed operator cab certified rollover protective (ROPS) and falling object protective (FOPS) structure.	Must meet: ISO 3471 for rollover, protective structures and ISO 3449, level II for falling object protection.			



2.10.2	Mirrors: Driver side, right side, rear mounted / blind spot.				
2.10.3	Parking brake				
2.10.4	Grab handles (3 points) for entry/exit of vehicle.				
2.10.5	Rear window emergency exit or equivalent				
2.10.6	Front and rear LED working lights				
2.10.7	Turn signals, Brake lights, road lights and working light				
2.10.8	Backup alarm				
2.10.9	Rated load capacity charts attached inside cab.				
2.10.10	Seat belt lights				
2.10.11	Fire extinguishers: internal or external				
2.10.12	Front, rear, and roof washers / wipers				
2.10.13	Dome light				
2.10.14	Adjustable (fore/aft) Suspension seat with retractable seat belt				
2.10.15	Tilt steering wheel				
2.10.16	Horn				
2.10.17	Wheel fenders.				
<b>4</b>	<b>Documents, Training, Delivery, Maintenance and Warranty</b>				
<b>4.1</b>	<b>Documents and Training</b>				
4.1.1	Provide two (2) copies of operator manuals. One (1) digital and one (1) hardcopy format.				
4.1.2	One (1) copy each of service and parts manuals (may be in digital format), in each official language.				
4.1.3	Operator training: The contractor shall deliver operator vehicle familiarization training sessions dealing with the specific features and capabilities of the equipment. The training shall cover, at minimum, current operator training procedures, how to operate the features of the vehicle safely and efficiently.				
4.1.5	Lubricate and service unit prior to delivery with all lubricants associated products suitable for the				



	climate conditions in which the vehicle will operate.				
<b>4.2</b>	<b>Delivery, Maintenance and Warranty</b>				
(a) Bidders should include a description of its warranty, maintenance and support services. At a minimum, Bidders should include the following:  Location of available service facilities (after sales service and repair). List the service facilities closest to the destination. Locations of available replacement parts from consumables to major components. Response time: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location). List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.					
4.2.6	There must be at least one manufacturer warranty approved service center within 100 km of delivery.				
4.2.7	Warranty – parts and labor – unlimited hours – 12 months				
4.2.8	Final inspection to be made by consignee.				



## ANNEX "B" BASIS OF PAYMENT

*To be completed at contract award*

Item	Description	Price
1	For the supply of one (1) new telescopic handler for the Transportation Safety Board of Canada— Engineering Laboratory, as specified in Annex "A" – Statement of Requirement.	\$ _____
2	DDP Destination all-inclusive freight/delivery and off-loading charges Delivery Point: Transportation Safety Board of Canada— Engineering Laboratory, 1901 Research Private, Ottawa, ON, K1V 1J8	\$ _____
<b>Applicable Taxes</b>  Insert the amount, as applicable:		\$ _____
<b>Total Price</b>		\$ _____