



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 His Majesty the King 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 le Roi 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 indiqué(s).

Comments - Commentaires

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

By e-mail to: - Par courriel au :
DLP53BidsReceiving.DAAT53Receptiondessoumissions@forces.gc.ca

Attention: - Attention :
Genevieve Roach
DLP 5-3-4-6

| | |
|--|--|
| Title - Sujet ELECTRIC WAREHOUSE TRACTOR TRACTEUR DE DÉPÔT À MOTEUR ÉLECTRIQUE | |
| Solicitation No. N° de l'invitation W8476-226573/B | Date of Solicitation Date de l'invitation October 4, 2023 – 4 octobre 2023 |
| Address enquiries to: - Adresser toute demande de renseignements à : Genevieve Roach E-Mail Address - Courriel Genevieve.roach@forces.gc.ca | |
| Destination 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.

| | |
|--|--|
| Delivery required Livraison exigée See herein - Voir aux présentes | Delivery offered Livraison proposée |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| 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) : | |
| Name - Nom | Title - Titre |
| Signature | Date |

| |
|--|
| Solicitation Closes - L'invitation prend fin At - à : 2:00 PM - 14:00 On - le : November 8, 2023 – 8 novembre 2023 Time Zone - Fuseau Horaire : Eastern Standard Time (EST) Heure normale de l'Est (HNE) |
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REISSUE OF BID SOLICITATION

- A. This bid solicitation cancels and supersedes previous bid solicitation number W8476-226573/A dated February 11, 2022 with a closing of March 13, 2022 at 2:00pm. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure Qty 2x Electric Warehouse Tractors for delivery to Montreal, Quebec. The requested delivery date is 180 days from date of contract.
- 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](#) (2023-06-08), 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 3, is deleted in its entirety;
- (iii) 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.
- (iv) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 120 days
- (v) Section 06, Late bids, is deleted in its entirety;
- (vi) Section 07, Delayed bids, is deleted in its entirety.
- (vii) Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.
- (viii) Section 20, Further information, subsection 2, is deleted in its entirety.

D. The [2003-1](#) (2015-04-01), Supplemental Standard Instructions - Telecommunications, are incorporated by reference into and form part of the bid solicitation.

2.1.1 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; or
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.1.2 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

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 Canada Post Corporation's (CPC) Connect service 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 10 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 10 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. Bidders must demonstrate their compliance with the attachment 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.

3.2.2 Equivalent Products

- A. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder designates the brand name, model and/or part number of the substitute product.
- B. Products offered as equivalent in form, fit, function and quality will not be considered if:
- (i) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - (ii) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- C. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. drawing, specification, engineering reports, and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within 7 calendar days of the request. If the bidder fails to provide the requested information within the specified timeframe, Canada may declare the bid non-responsive.

3.2.2.1 Equivalent Products and Replacement Part Number from OEM – Samples

- A. If the Bidder offers an equivalent product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.
- B. The Bidder must, upon request from the Contracting Authority, provide a sample, transportation charges prepaid and without charge to Canada, within 7 calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirement of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

3.3 Section II: Financial Bid

- A. Bidders must submit their financial bid in accordance with the Annex B entitled Basis of Payment.

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.

3.4 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.

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 180 days of 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.

3.5.2 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 of 2,000 hours 24 months 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) (International Only); 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 and Promaxis Systems Inc. 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 Optional Goods and/or Services

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

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 aggregate evaluated price will be recommended for award of a contract.

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

See attached document entitled:

“TECHNICAL EVALUATION REPORT FOR TRACTOR, WHEELED, ELECTRIC MOTOR DRIVEN (EMD)”, dated

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 ELECTRIC WAREHOUSE TRACTOR

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

| Item | Delivery Point | Quantity Required (A) | Firm Unit Price (B) | Sub-Total (C = A x B) |
|--------------------------|--|------------------------------|----------------------------|------------------------------|
| 001 | 2 Canadian Division Headquarters (CDSB) Montreal, Quebec H1N 1X9 | 1 | \$ | \$ |
| 002 | 2 Canadian Division Headquarters (CDSB) Montreal, Quebec H1N 1X9 | 1 | \$ | \$ |
| Total (D = sum C) | | | | \$ |

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.

5.1.2 Certifications - Contract

- A. Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

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 Status and Availability of Resources

- A. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as

beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

- B. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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

5.3.4 Contact information for Contractor's representative and After Sale Service

- A. The Bidder is requested to provide the information in Part 6 at 6.5.4 Contractor's Representative and at 6.5.5 After Sales Service.

Signature of Bidder's Authorized Representative Date

Delete this annex if not required.

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 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 (2022-12-01), 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", "His Majesty" or "the Government", is deleted in its entirety and replaced with the following:
- "Canada", "Crown", "His Majesty" or "the Government"
means His Majesty the King 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 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 Existing Technical Publications - Translation

- A. The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

6.3.3 Compliance with on-site measures, standing orders, policies and rules

- A. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.3.4 Suspension of the work

- A.
 1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 23 or 24 of general conditions 2010A.
 2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
 3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

- A. The period of the Contract is from date of Contract for 180 days.

6.4.2 Delivery Dates

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

6.4.3 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 Contracting 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: Genevieve Roach
Title: Procurement Officer
Position: DLP 5-3-4-6
Address: Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: genevieve.roach@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:

[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 all of 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]

- (i) Direct Deposit (Domestic and International);
- (ii) Electronic Data Interchange (EDI) (International only); and
- (iii) Wire Transfer (International Only).

6.5 Invoicing

6.5.1 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 description of the Work delivered;
- 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:

Email: **[email to be detailed 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.

6.5.2 Holdback

- A. A 10% holdback will apply on any due payment of the following:
- (i) Items 001 and 002
- 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 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 (2022-12-01), General Conditions - Goods (Medium Complexity);
 - (iii) Annex A, Requirement;
 - (v) Annex B, Basis of Payment; and
 - (iv) 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.

One of the following options will be inserted in the resulting contract, as applicable:

Option 1: When the contract is to be with a Canadian-based supplier, or

6.12 Foreign Nationals (Canadian Contractor)

- A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Option 2: When the contract is to be with a foreign-based supplier.

6.12 Foreign Nationals (Foreign Contractor)

- A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.13 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.

6.14 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.

6.15 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.

6.16 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 materiel 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 materiel 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](http://laws-lois.justice.gc.ca/eng/acts/M-10.01/page-1.html), 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/) (<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) (<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) (<http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967>).

6.23 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.

6.24 Delivery of Dangerous Goods/Hazardous Products

- A. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
- (i) shipping container - in accordance with the [Transportation of Dangerous Goods Act](http://laws-lois.justice.gc.ca/eng/acts/T-19.01/), 1992, c. 34 (<http://laws-lois.justice.gc.ca/eng/acts/T-19.01/>); and
 - (ii) immediate product container - in accordance with the [Hazardous Products Act](http://laws-lois.justice.gc.ca/eng/acts/H-3/), R.S., 1985, c. H-3 (<http://laws-lois.justice.gc.ca/eng/acts/H-3/>).
- B. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
- (i) 2 hard copies:
 - (a) 1 copy to be enclosed with the shipment, and
 - (b) 1 copy to be mailed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: DSCO 5-4-2

(ii) 1 copy sent in any electronic format to the following address: MSDS-FS@FORCES.GC.CA.

- C. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
- D. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial, and municipal laws and by-laws.
- E. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

6.25 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.

6.26 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.

6.27 Incomplete Assemblies

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

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 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.

ANN X A - REQUIREMENT

See attached document(s) entitled:

“PURCHASE RESCRIPTION (PD) FOR TRACTOR, WHEELED, ELECTRIC MOTOR DRIVEN (EMD)”, dated 2023-09-07

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 ELECTRIC WAREHOUSE TRACTOR

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

| Item | Delivery Point | Delivery Date | Quantity Required | Make/Model | Firm Unit Price |
|------|---|---|-------------------|---------------------------------------|---|
| 001 | 2 Canadian Division Headquarters (CDSB) Montreal, Quebec H1N 1X9 | [Date to be detailed in the resulting contract] | 1 | To be added in the resulting contract | \$(Cost to be detailed in the resulting contract) |
| 002 | 2 Canadian Division Headquarters (CDSB) Montreal, Quebec H1N 1X9 | [Date to be detailed in the resulting contract] | 1 | To be added in the resulting contract | \$(Cost to be detailed in the resulting contract) |



NOTICE

This documentation has been review by the Technical Authority and does not contained 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 Tractor, Wheeled, Electric
Motor Driven (EMD)

Solicitation # W8476-226573

Date: 07 September 2023

OPI DSVPM 4 – DAVPS 4
Issued on Authority of the Chief of the Defence Staff
Publiée avec l'autorisation du chef d'état-major de la Défense

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1. **SCOPE**

1.1. **Scope** - This purchase description covers the requirements for electric motor powered, 4-wheel, industrial warehouse type tractors.

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

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

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

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

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

2. **APPLICABLE DOCUMENTS** - The following documents are referenced in this Purchase Description. Canada will not be supplying any reference documents. Available information on the organization is supplied.

2.1. **CSA Standards**

CAN/CSA B335 Safety Standards for Lift Trucks
Canadian Standards Association (CSA)
5060 Spectrum Way, Mississauga, Ontario, L4W 5N6
<http://www.csa.ca/Default.asp?language=English>

2.2. **ANSI B56.9 Standards**

ANSI B56.9 Safety Standards for Operator Controlled Industrial Tow Tractors
American National Standards Institute
1819 L Street, NW, 6th Floor
Washington, DC, 20036
<http://www.ansi.org/>

2.3. **UL Standards**

UL 583 Standards for Safety, Electric Battery Powered Industrial Trucks
Underwriters' Laboratories of Canada
7 Crouse Road,
Scarborough, Ontario, M1R 3A9
<http://www.ulc.ca/>

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 -20°C to 40°C (-4°F to 104°F).
- 3.2.2. **Terrain** - The vehicle **must** operate on use-roughened concrete floors, deteriorated outdoor paved surfaces while being used for towing trailers and equipment.

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 B56.9.
- 3.3.3. **"E" Safety Rating**
 - (a) The vehicle **must** be manufactured to meet the requirements of an "E" safety rating in accordance with Standard UL 583, or an **Equivalent**;
 - (b) The UL or equivalent certification must be provided to the Technical Authority, upon request.

3.4. **Performance**

-
- (a) The vehicle **must** have a forward speed of no less than 20 km/h (12 mph) with no towed load and 12 km/h (6.2 mph) in reverse;
 - (b) The vehicle **must** have a rated drawbar pull at a 300 mm (12 inches) coupler height on clean dry concrete of not less than that given as “**DRAWBAR PULL**” in the Data Table (APPENDIX A.1);
 - (c) The vehicle **must** have a tow capacity of not less than that given as “**TOW CAPACITY**” in the Data Table (APPENDIX A.1);
 - (d) The vehicle **must** have an outside turning radius for right angle turns at the intersection of aisles 3,000 mm (118 inches) wide;
 - (e) The vehicle **must** pass easily through door openings of 1,800 mm (6 ft) in width; and
 - (f) The vehicle **must** have a minimum ground clearance of 140 mm (5.5 inches);

3.5. **Accessories**

- (a) **Automatic Coupler** – The vehicle **must** be provided with an automatic coupler.
 - i. The automatic coupler **must** have operator disengagement without leaving the operating position. An example make is Holland Model XA-T-150-AF, NSN: 2540-20-A0F-5056 or **Equivalent**;
 - ii. The automatic coupler **must** have the height adjustable from 300 to 430 mm (12 to 17 inch) above floor level.
- (b) **Push Plates** – The vehicle **must** be provided with front and rear bumper or push plates;
- (c) **Wheel Guards** – The vehicle **must** be provided with wheel guards such as fender on wheels unprotected by vehicle body; and
- (d) **Electrostatic Straps** – The vehicle **must** be provided with electrostatic straps attached to the chassis to ground static electricity.

3.6. **Operator Station**

- (a) **Cab** – The vehicle **must** include, when specified in the Data Table (APPENDIX A.1), a complete cab assembly with heater, defroster, wiper, doors, and clear windows;
- (b) **Seat** - The vehicle **must** include a padded water-resistant operator's seat and backrest equipped with seat belts;
- (c) **Mirror(s)** - The vehicle **must** include rear view mirror(s) positioned providing a full view of both sides for safe reverse operations; and
- (d) **Companion Seat** – The vehicle **must** be equipped with a padded water-resistant companion seat with backrest and seat belts beside the operator's seat.

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- 3.7. **Chassis** - The vehicle chassis **must** be the manufacturer's standard for a vehicle of this type and size.
- 3.8. **Motors** - Equipment electric motors **must** be manufacturer's standard and in accordance with applicable standards for a vehicle of this type and size.
- 3.9. **Drive Unit** - The vehicle **must** be equipped with a manufacturer's drive unit for a vehicle of this type and size.
- 3.10. **Brake System** - The vehicle **must** be equipped with manufacturer's standard braking system, which **must** conform to CSA B335.
- 3.11. **Steering** - The vehicle **must** be equipped with manufacturer's standard steering system for a vehicle of this type and size, which **must** conform to with CSA B335.
- 3.12. **Wheels, Rims and Tires** - The wheels, tires and rims **must** be the manufacturer's standard pneumatic or solid tires as indicated in the Data Table (APPENDIX A.1).
- 3.13. **Controls** - The vehicle **must** have the manufacturer's standard controls for a vehicle of this type and size including a throttle control for convenient right foot operation.
- 3.14. **Instruments**
- (a) The vehicle **must** be provided with manufacturer's standard instruments; and
 - (b) The instruments **must** be provided with a numeric read-out hour-meter, which displays accumulated running time up to 9,999 hours.
- 3.15. **Electrical System**
- (a) The vehicle **must** be provided with a minimum battery capacity given as "**BATTERY CAPACITY**" and "**BATTERY VOLTAGE**" in the Data Table (APPENDIX A.1);
 - (b) The vehicle **must** be provided with battery connectors colour coded to indicate the polarity;
 - (c) The vehicle **must** be provided with a CSA approved, fully automatic constant voltage heavy-duty type battery charger;
 - (d) The vehicle **must** be provided with a battery charger capable of charging the batteries from a 550 volt, three phase, 60 Hz power source; and
 - (e) When requested by DND, the vehicle must be provided with battery charger capable of charging the forklift batteries from a 208 volt/three phase or 208/Single phase, 60 Hz power source, in lieu of the charger specified in 3.15(d).
- 3.16. **Lighting**
- (a) The vehicle **must** be provided with the manufacturer's standard lighting system; and
 - (b) The vehicle **must** include back-up alarm and signal lights.

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- 3.17. **Lubricants and Hydraulic Fluids** - The vehicle ***must*** operate using synthetic non-proprietary lubricants and hydraulic fluids.
 - 3.18. **Paint** - The vehicle ***must*** be painted using the manufacturer's commercial painting system and in the manufacturer's commercial colours.
 - 3.19. **Identification** - The manufacturer's name, model and vehicle serial number ***must*** be permanently marked in a conspicuous and protected location.

4. INTEGRATED LOGISTICS SUPPORT

4.1 Documentation and Support Items

4.1.1 Items Provided to Technical Authority

(a) Manuals for Approval

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

(b) Photographs and Line Drawings

- i The Contractor **must** supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, two (2) digital colour photographs, one left-front three-quarter view, and one right-rear three-quarter view of the Configuration/Model;

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- 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 the 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. If comments are acceptable, the TA will approve the data summary.

(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**

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- 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.

4.1.2 **Items with Each Vehicle**

- (a) **Operator's Manuals** - 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.

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- (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.

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

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- operating characteristics, pre-operating and shutdown procedures and daily/weekly operator servicing procedures;
 - 3. The operation segment **must** include sub-systems including 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.

5. DELIVERY CONDITION

- 5.1. The vehicle **must** be delivered to destination in a fully operational condition (serviced and adjusted). Both the interior and exterior **must** be cleaned;
- 5.2. If the vehicle requires assembly at destination, the Contractor **must** be responsible for all manpower and equipment to perform assembly;
- 5.3. The space for assembly at destination will be provided, if required; and
- 5.4. All items such as wheel wrenches, jacks, and all other tools, equipment and accessories that are shipped loose with the equipment **must** be listed on the shipping certificate or to an attached packing note.

APPENDIX A

A.1. Data Table

The following table indicates performance and features by configuration that **must** be provided:

| CHARACTERISTIC | CLAUSE | UNITS | CONFIGURATION |
|----------------------------|---------|-------|---------------|
| | | | A |
| DRAWBAR PULL | 3.4(b) | kN | 13.3 |
| | | lbs | 3,000 |
| TOW CAPACITY | 3.4(c) | kg | 13,600 |
| | | lbs | 30,000 |
| AUTOMATIC COUPLER | 3.5(a) | | ✓ |
| CAB | 3.6(a) | | ✓ |
| COMPANION SEAT | 3.6(d) | | ✓ |
| TIRES | 3.12 | | Pneum. |
| BATTERY CAPACITY | 3.15(a) | kWh | 40 |
| BATTERY VOLTAGE | 3.15(a) | | 80 |
| CHARGER 550 V, THREE PHASE | 3.15(d) | | ✓ |



NOTICE

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

Solicitation: W8476-

**TECHNICAL EVALUATION REPORT
FOR
TRACTOR, WHEELED, ELECTRIC MOTOR DRIVEN (EMD)**

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.

| PD Ref | Requirement | Substantial Information required | Value | Location of Substantial Information in Bid Proposal |
|---------|---|----------------------------------|-------|---|
| 3.4 (a) | The vehicle must have a forward speed of no less than 20 km/h (12 mph) with no towed load and 10 km/h (6.2 mph) in reverse | | | Config A: |
| 3.4 (b) | The vehicle must have a rated drawbar pull at a 300 mm (12 inches) coupler height on clean dry concrete of not less than that given as “ DRAWBAR PULL ” in the Data Table (APPENDIX A.1); | | | Config A: |
| 3.4 (c) | The vehicle must have a tow capacity of not less than that given as “ TOW CAPACITY ” in the Data Table (APPENDIX A.1); | | | Config A: |



| PD Ref | Requirement | Substantial Information required | Value | Location of Substantial Information in Bid Proposal |
|---------|---|----------------------------------|-------|---|
| | | | | |
| 3.4 (d) | The vehicle must have an outside turning radius for right angle turns at the intersection of aisles 3,000 mm (118 inches) wide | | | Config A: |
| 3.4 (e) | The vehicle must pass easily through door openings of 1,800 mm (6 ft) in width | | | Config A: |
| 3.4 (f) | The vehicle must have a minimum ground clearance of 140 mm (5.5 inches); | | | Config A: |