



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 indique(s).

Comments - Commentaires

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

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

Attention: - Attention :
Dong Le DLP 5-3-4-2

Title - Sujet Rough Terrain, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks	
Solicitation No. N° de l'invitation W8476-226593/B	Date of Solicitation Date de l'invitation 2024-03-20
Address enquiries to: - Adresser toute demande de renseignements à : Dong Le E-Mail Address - Courriel Dong.le@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 : 2024-04-25 Time Zone - Fuseau Horaire : Eastern Daylight Time (EDT) Heure avancée de l'Est (HAE)
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REISSUE OF BID SOLICITATION

- A. This bid solicitation cancels and supersedes previous bid solicitation number W8476-226593/A dated 2023-08-03 with a closing of 2023-09-13 at 14:00 EDT. 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 Quantity one (1) Rough terrain, all-wheel drive & all-wheel steering, diesel engine driven, sit down rider type forklift truck for delivery to CFB Bagotville, Quebec. The requested delivery date is 270 days after receipt of order. An option for two (2) additional Rough terrain, all-wheel drive & all-wheel steering, diesel engine driven, sit down rider type forklift truck is included for delivery within Canada.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

1.2 Security Requirements

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in this document and any of its attachments by number, date, and title are either:
- (i) Set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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.

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.
- B. Bidders are requested that the solicitation number (W8476-226593/B) be included in the subject line of any email

2.3 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 days 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 14 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

3.3 Section II: Financial Bid

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

3.3.1 Electronic Payment of Invoices - Bid

A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.

B. If the attachment to Part 3 entitled Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.3.2 Exchange Rate Fluctuation

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

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

A. In Section IV of their bid, bidders should provide:

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

3.5.1 Delivery Date(s)

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

3.5.1.1 Firm Goods and/or Services

A. Delivery of the Firm Goods and/or Services is requested on or before 270 days. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of either a fixed date or

a period of time from contract award. Failure to submit a date or time period will be taken as acceptance of delivery within the requested timeframe.

3.5.1.2 Optional Goods and/or Services

- A. Should an option be exercised for optional quantities, delivery of the Optional Goods and/or Services is requested on or before 270 days from date of amendment. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of a period of time from date of amendment. Failure to submit a time period will be taken as acceptance of delivery within the requested timeframe.

3.5.2 Warranty Period

3.5.2.1 Manufacturer's Standard Warranty Period

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

3.5.2.2 Extended Warranty Period

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

ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

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

- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI) (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 will evaluate the bids.

4.1.1 Technical Evaluation

- A. Mandatory technical evaluation criteria are included in the attachment 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 Criteria for Rough Terrain, All-Wheel Drive & All-wheel Steering, Diesel Engine Driven, Sit-down Rider Type Forklift Trucks”. Dated 16 October 2023.

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 Services

2.1 Rough terrain, all-wheel drive & all-wheel steering, diesel engine driven, sit down rider type forklift trucks

- 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	CFB Bagotville 3 Wing Bagotville Bldg 225 Base Supply Alouette QC GOV 1A0 Training language required: French	1	\$	\$

3. Optional Goods and/or Services

3.1 Rough terrain, all-wheel drive & all-wheel steering, diesel engine driven, sit down rider type forklift trucks

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

Item	Quantity of Optional Items (D)	Firm Unit Price (E)	Total (F = D x E)
002	1	\$	\$
003	1	\$	\$
Total G = sum F			

3.2 Training

3.2.1 Familiarization Training

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

Item	Language	Quantity of Optional Items (H)	Firm Unit Price (I)	Sub-Total (J = H x I)
004	English, French or Bilingual	1	\$	\$

005	English, French or Bilingual	1	\$	\$
Total K = sum J				\$

3.2.2 Troubleshooting Training

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

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

4. Price of the Bid

Grand Total (T = C + G + K + O)	\$
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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 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

5.3.3 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.

5.3.4 ISO 9001:2015 Quality Management Systems (Quality Assurance Code Q)

- A. The Bidder certifies that it complies and will continue to comply throughout the duration of the contract, with all of the requirements of the article in Part 6 entitled ISO 9001:2015 Quality Management Systems (Quality Assurance Code Q).

Signature of Bidder's Authorized Representative

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

6.2 Requirement

- A. The Contractor must provide the items 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.

6.2.2 Optional Goods and/or Services

- A. The Contractor grants to Canada the irrevocable option to acquire the goods, services, or both described at Annex A, Requirement and Annex B, Basis of Payment, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- B. Upon request, the Contractor must submit a quote for the Shipping Costs of Optional Goods, in the quantity and to the destination(s) specified by the Contracting Authority. Canada reserves the right to negotiate this price.
- C. The Contracting Authority may exercise the option within 12 months after contract award by sending a written notice to the Contractor.
- D. The option may be exercised in whole or in part or in more than one occasion, up to the maximum quantity identified in Annex B, Basis of Payment
- E. The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional vehicles/equipment.

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) (<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 or 2,000 hours of usage, whichever comes first, after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

6.3.2 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 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 Delivery Dates

- A. The firm goods must be received on or before 270 days from date of Contract or as specified by the bidder in its bid, if applicable].
- B. The optional goods must be received on or before 270 days for as specified by the bidder in its bid, if applicable] from exercise of the option(s).

6.4.2 Delivery Points

- A. Delivery of the requirement must be made to delivery point(s) specified at Annex B of the Contract.
- B. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the 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: Dong Le
Position: DLP 5-3-4-2
Address: Department of National Defence Headquarters
101 Colonel By Drive,
Ottawa, Ontario K1A 0K2
E-mail: dong.le@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 Quality Assurance Authority

A. The Quality Assurance 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. Director Quality Assurance (DQA) is the Quality Assurance Authority of the Department of National Defence. DQA is responsible to monitor the Contractor Quality Management System to provide assurance that the Contractor has the ability to fulfill the quality requirements in the Contract.

6.5.4 Contractor's Representative

[Contact information to be detailed in the resulting contract, to be completed by the Bidder]

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail: _____

6.5.5 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, to be completed by the Bidder]

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.

6.6.1.2 Cost reimbursable – Limitation of expenditure

- A. The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, and profit, in accordance with the Basis of payment in Annex B, to a limitation of expenditure 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).

6.7 Invoicing

6.7.1 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must contain or be supported by the applicable documents:
- (i) The serial number(s), or a copy of the New Vehicle Information Statement (NVIS) containing the Vehicle Identification Number(s) (VIN);
 - (ii) A copy of proof(s) of training
 - (iii) A copy of the release document and any other documents as specified in the Contract;
 - (iv) Original copies of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

- (v) A copy of invoices or receipts for Shipping Costs;
- (vi) A description of the Work delivered.
- (vii) A break down of the cost element

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.

6.7.2 Holdback

- A. A 10% holdback will apply on any due payment of the following:
 - (i) Item 001, 002, and 003 as per Annex B
- B. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous invoice.
- C. Release of the 10% holdback is conditional upon receipt and certified acceptance of all Work under this Contract.
- D. Invoicing instructions for the holdback are as detailed in the clause entitled "Invoicing Instructions".

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
 - (i) The Articles of Agreement;
 - (ii) The General Conditions 2010A (2022-12-01), General Conditions - Goods (Medium Complexity);
 - (i) Annex A, Requirement;

- (iv) Annex B, Basis of Payment;
- (v) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

6.11 Defence Contract

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

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 ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)

- A. In the performance of the Work described in the Contract, the Contractor must comply with the requirements of *ISO 9001:2015 - Quality management systems - Requirements*, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.
- B. It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause A.5 and 4.3 of ISO 9001 are acceptable.

6.16.1 Assistance for Government Quality Assurance (GQA)

- A. The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.
- B. The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.
- C. When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.
- D. The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.
- E. For the design, development or maintenance of software, the Contractor must interpret the requirements of *ISO 9001:2015 "Quality management systems - Requirements"*, according to the guidelines of the latest issue (at contract date) of *ISO/IEC 90003:2014 "Software engineering - Guidelines for the application of ISO 9001:2008 to computer software"*.

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

6.17 Quality assurance authority (Department of National Defence): Canadian-based contractor

- A. All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR):

Director of Quality Assurance (DQA)
National Defence Headquarters
MGen George R. Pearkes Building

101 Colonel By Drive, Ottawa, Ontario K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

- B. Within 48 hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:
- Atlantic - Halifax 902-427-7150 / RDIMSHFXNDQARHALIFAX@forces.gc.ca
 - Atlantic - Enfield 902-427-7224 / rdimshfxndqarenfield@forces.gc.ca
 - Atlantic - East Marine 902-427-2354
 - Quebec - Lévis 418-564-4728 / RAQDNQcLevisHCWPC@forces.gc.ca
 - Quebec - Montreal 514-732-4401 or 514-732-4477 / NDQARMtlsvccclient@forces.gc.ca
 - Quebec - Quebec City 418-844-5000, ext. 1518 / RAQDNQcQuebec@forces.gc.ca
 - National Capital Region - Ottawa 343-549-3073 / ncr.dqa-rcn.daq@forces.gc.ca
 - Ontario - Toronto 416-633-6200 ext. 5080 / NDQAR.GTA.QAM@forces.gc.ca
 - Ontario - London 226-678-0704 / +NDQAR@forces.gc.ca
 - Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574 / Joe.Taferner@forces.gc.ca
 - Alberta - 403-410-2320, ext. 3830 / Diane.Tupper@forces.gc.ca
 - British Columbia - Vancouver 604-225-2520, ext. 2461 / CRNDQA.VAN@forces.gc.ca
 - British Columbia - Victoria 250-363-1900 ext. 60236 / ESQQAWCVictoriaQAM@forces.gc.ca
 - British Columbia - Esquimalt 250-363-1900 ext. 60241 / ESQQAWCVictoriaQAM@forces.gc.ca
- C. The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.
- D. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.
- E. Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

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

6.17 Quality Assurance Authority (Department of National Defence): Foreign-based and United States Contractor

- A. All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or it's designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

- B. If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within 45 working days of award of the Contract, the Contractor must notify the Contracting Authority.
- C. Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.

- D. The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.
- E. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.
- F. Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for 3 years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

6.18 Quality Assurance Document

- A. The Contractor must ensure that a packing note and copies of the quality assurance document accompany each shipment. They must be enclosed in a waterproof envelope fastened to the last package of the shipment or inside the last package, which is to be marked to indicate the enclosures. In the case of a carload shipment, they must be fastened to the inside door frame of the railway car.

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

6.19 Release documents (Department of National Defence): Canadian-based contractor

- A. Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, the signature of the DND Quality Assurance Representative on the release document is not required.
- B. Material must be released for shipment using either DND form CF 1280, Certificate of Release, Inspection and Acceptance, or a release document containing the same information. The Contractor must prepare the release document(s).
- C. For return of repair and overhaul material to the Defence Supply Chain, use forms DND 2227/DND 2228 in lieu of DND form CF 1280.

Option 2: When the contract is to be with a United States-based supplier; or

6.19 Release Documents (Department of National Defence): United States-based Contractor

- A. Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

Option 3: When the contract is to be with a foreign-based supplier.

6.19 Release Documents (Department of National Defence): Foreign-based Contractor

- A. Material must be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which must be prepared by the Contractor.

6.20 Release Documents - Distribution

- A. The Contractor must prepare the release documents in a current electronic format and distribute them as follows:
 - (i) 1 copy mailed to consignee marked: "Attention: Receipts Officer";
 - (ii) 2 copies with shipment (in a waterproof envelope) to the consignee;
 - (iii) 1 copy to the Contracting Authority;

(iv) 1 copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A OK2

Attention: **Contact information to be detailed in the resulting contract**

(v) 1 copy to the Quality Assurance Representative;

(vi) 1 copy to the Contractor; and

(vii) For all non-Canadian contractors, 1 copy to:

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

6.21 Material

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

6.22 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.

6.23 Vehicle Safety

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

6.24 Recall Notices

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

6.25 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.

6.26 Wood packaging materials

A. All wood packaging materials used in shipping must conform to the [International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade \(ISPM 15\)](#) (<https://www.ippc.int/en/core-activities/standards-setting/ispms/>).

B. Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

- (i) D-98-08 - [Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States](http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993) (<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>).

6.27 Preparation for Delivery

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

6.28 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.

6.29 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.

6.30 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.

6.31 Incomplete Assemblies

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

6.32 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.

6.33 Canadian Forces Site Regulations

- A. The Contractor must comply with all standing orders or other regulations, instructions, and directives in force on the site where the Work is performed.

6.34 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.

6.35 Labelling

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

6.36 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.

ANNEX A - REQUIREMENT

See attached document(s) entitled:

“Purchase Description (PD) for Rough Terrain, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.” Dated 16 October 2023.

ANNEX B – BASIC 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 Rough Terrain, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks

A. The Firm Unit Price(s) include(s) associated specifications, trainings, 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	CFB Bagotville 3 Wing Bagotville Bldg 225 Base Supply Alouette QC GOV 1A0 Training language required: French	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	[\$Cost to be detailed in the resulting contract]

3. Optional Goods and/or Services

3.1 Rough Terrain, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks

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

Item	Delivery Point	Delivery Date	Quantity of Optional Items	Make/Model	Firm Unit Price
002	[Location to be detailed in the resulting contract]	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	[\$Cost to be detailed in the resulting contract]
003	[Location to be detailed in the resulting contract amendment]	[Date to be detailed in the resulting contract amendment]	1	To be added in the resulting contract	[\$Cost to be detailed in the resulting contract]

3.2 Training

3.2.1 Familiarization Training

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

Item	Language	Quantity of Optional Items	Firm Unit Price
004	English, French, or Bilingual, to be specified at the time of amendment]	1	[\$Cost to be detailed in the resulting contract]
005		1	[\$Cost to be detailed in the resulting contract]

3.2.2 Troubleshooting Training

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

Item	Language	Quantity of Optional Items	Firm Unit Price
006	[English, French, or Bilingual, to be specified at the time of amendment]	1	[\$Cost to be detailed in the resulting contract]
007		1	[\$Cost to be detailed in the resulting contract]

3.3 Shipping Costs for optional goods

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

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

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

- A. The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive \(http://www.njc-cnm.gc.ca/directive/d10/en\)](http://www.njc-cnm.gc.ca/directive/d10/en), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.
- B. All travel must have the prior authorization of the Technical and Contracting Authority.
- C. All payments are subject to government audit.
- D. Estimated Cost: [\$cost to be detailed at the time of amendment].

3.5 Extended Warranty Period

- A. If the warranty period is extended for an additional period of [To be added in the resulting contract] months/calendar days, the Contractor will be paid a firm unit price of [\$Cost to be detailed in the resulting contract] per vehicle/equipment, Applicable Taxes are extra.



NOTICE

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

The Canadian Forces Material Handling Equipment

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

File # W8476-226593

16 October 2023

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

Issued on Authority of the Chief of the Defence Staff



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1. **SCOPE**

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

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

- a) Requirements, which are identified by the word “**must**”, are mandatory. Deviations will not be permitted;
- b) Requirements identified with a “will” define actions to be performed by Canada 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) 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 Canada, when requested by the **Technical Authority**;
- e) Where technical certification is required, a copy of the certification or an **Equivalent must** be provided by the Contractor upon request;
- f) While the SI system is used as the primary system of measurement to define requirements in this Purchase Description, both the SI system and the Standard system of measurements may be indicated. Conversions from one system of measurement to the other may not be exact; and
- g) Dimensions stated as nominal **must** be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

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

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

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

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

2. **APPLICABLE DOCUMENTS**

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

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

2.2.1. **CAN/CSA Standards**

CAN/CSA-B335-04 Safety Standard for Lift Trucks
CAN/CSA Z107.56-13 Measurement of Noise Exposure
Canadian Standards Association (CSA)
5060 Spectrum Way, Mississauga, Ontario, L4W 5N6
[Store - CSA Group](#)

2.2.2. **UL Standards**

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

2.2.3. **ANSI Standards**

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

2.2.4. **SAE Standards**

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

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

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

2.2.6. **ISO Standards**

ISO 13284 Fork-lift trucks, Fork-arm extensions and telescopic fork arms
International Organization for Standardization
<https://www.iso.org/standard/34067.html>

2.2.7. **Mil-Standard 1366E**

Interface Standard for Transportability Criteria

3. **REQUIREMENTS**

3.1. **Standard Design**

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

3.2. **Operating Conditions**

- 3.2.1. **Weather** – The vehicle **must** start and operate under weather conditions found in Canada in temperatures ranging from -40°C to 40°C (-40°F to 104°F).

3.2.2. **Terrain**

- a) The vehicle **must** operate on use-roughened concrete floors, deteriorated outdoor paved surfaces and packed gravel with potholes while being used for stacking and un-stacking ISO containers, pallets and moving general supplies in and around warehouses; and
- b) The vehicle **must** operate off-road (e.g. construction sites, open fields and dirt tracks) including year round operations on snow, mud, sand, and ice.

3.3. **Safety Standards**

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

3.4. **Performance**

3.4.1. **Vehicle Performance**

- a) The vehicle, loaded to the “**LIFT CAPACITY**” listed in the Data Table (APPENDIX A.1) **must** achieve a forward speed of at least 25 km/h (15.5 mph) on asphalt road; and
- b) The vehicle, loaded to the “**LIFT CAPACITY**” listed in the Data Table (APPENDIX A.1) **must** achieve a gradeability of at least 25 percent under terrain conditions specified in section 3.2.2.

3.4.2. **Forklift Performance**

- a) The vehicle, with the standard mast and no stabilizer, **must** have a load capacity of at least that given as “**LIFT CAPACITY**” at the load centre given as “**LOAD CENTRE**” in the Data Table (APPENDIX A.1);
- b) The load capacity **must** not de-rate to less than the “**LIFT CAPACITY**” in the Data Table (APPENDIX A.1) below a lift height of 2591 mm (102 inches);
- c) The vehicle **must** achieve a lift height of at least that given as “**LIFT HEIGHT**” in the Data Table (APPENDIX A.1) This will be measured from the floor to the top of the forks with the mast in an extended, straight up vertical position;
- d) The vehicle **must** have an over-all vehicle height at its highest point, with its mast collapsed and in vertical position, of no more than that given as “**OVERALL HEIGHT**” in the Data Table (APPENDIX A.1); and
- e) The capacity of the vehicle **must** not de-rate by more than 227kg (500 lbs) while side shifter is in use.

3.4.3. **Dimensions**

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

3.4.4. **Container Handling Capability**

- a) When indicated, the vehicle in configuration **must** be provided equipped with forks assembly required for stacking and un-stacking ISO containers in and around warehouses.

3.4.5. **Air Transportability**

- a) The vehicle **must** be air transportable by a CAF C-17 without requiring any dismounting of any vehicle assemblies and accessories; and
- b) The vehicle **must** meet all criteria for air-transport in a CAF C-17 aircraft in accordance with mil-std-1366E.

3.5. **Equipment**

3.5.1. **Application Equipment**

- a) **Mast**

-
- i. The vehicle **must** be provided with a telescopic, hydraulic vertical mast having a minimum 10-degree forward tilt capability and minimum 10-degree backward tilt capability. These tilt capacities are measured from the mast, vertical straight up position; and
 - ii. The mast **must** provide the operator a clear view of the fork-tips when the forks are on the ground level and the mast is in the vertical, straight up position.
 - b) **Forks**
 - i. The vehicle **must** be provided with forks having a nominal length of 2,438 mm (96 inches); and
 - ii. When requested, the vehicle **must** be provided with forks having a nominal length of 1,828 mm (72 inches) or 2,134 mm (84 inches); and
 - iii. The forks **must** fit in to the fork-pockets of a 20-ft ISO containers for safe handling.
 - c) **Backrest** - The vehicle **must** be provided with a standard load backrest having a minimum height of 1066 mm (42 inches);
 - d) **Mast Accumulator** – The vehicle **must** be provided with a mast accumulator system to absorb impact loads while the vehicle is traversing tracks, potholes and other obstacles;
 - e) **Fork-Levelling System** – The vehicle **must** be provided with a fork-levelling system that accommodates the lifting of pallets that are inclined up to no less than 15 percent to either side of the vehicle;
 - f) **Integrated Fork Positioning/Side Shifter**
 - i. The vehicle **must** be provided with an integrated fork positioning side shifter attachment that allows the operator, from the operator station, to increase and decrease the spacing between the unloaded forks as well as side shifting the fully loaded forks simultaneously to either side of the centre of the carriage; and
 - ii. The vehicle **must** have a side shift to either side of the carriage of at least that given as “**SIDE SHIFT**” in the Data Table (APPENDIX A.1).
 - g) **Rear-Mounted Pintle Hook**
 - i. The vehicle **must** be provided with a rigid mounted pintle hook located at the rear of the forklift;
 - ii. The pintle hook **must** be mounted no less than 559 mm (22 inches) and no more than 711 mm (28 inches) above the ground level;
 - iii. The pintle hook **must** accommodate a lunette with an internal diameter of 76 mm (3 inches) and material thickness of 41 mm (1-5/8 inches); and
 - iv. The pintle hook **must** be a Holland Model or an **Equivalent**.
 - h) **Vehicle Tie-Down Devices**

-
- i. The vehicle **must** be provided with at least four permanent and integrally mounted vehicle tie-down devices;
 - ii. The vehicle tie-down devices, working as a system, **must** be designed to withstand a forward load of 4 G's, a rearward load of 4 G's, an upward load of 2 G's and a side load of 1.5 G's (1 G = shipping weight of the equipment). These loads are not imposed simultaneously;
 - iii. The vehicle tie-down devices **must** be designed/located to prevent shifting or movement during transport on low-bed trailers, rail cars and aboard ships;
 - iv. The vehicle tie-down devices **must** be located to permit attachment of cables, turnbuckles, chains, and hooks;
 - v. The vehicle tie-down devices **must** be identified and marked with maximum load permitted;
 - vi. The vehicle tie-down load markings **must** be painted using a contrasting colour; and
 - vii. The vehicle tie-down information **must** be shown in the Operator's Manual and inside the vehicle cab (in the form of decals).
- i) **Vandalism Protection** – The vehicle **must** be provided with vandal protection including provisions for locking engine covers, filler caps and the cab with padlocks;
 - j) **Recovery Hooks**
 - i. The vehicle **must** be provided with recovery hooks (towing hooks, loops, or a component with **Equivalent** capability) at the rear of the vehicle; and
 - ii. Recovery hooks whose location is other than directly attached to/mounted on the vehicle frame **must** be approved by the **Technical Authority**.
 - k) **Tool Compartment**
 - i. The vehicle **must** be provided with secure storage for all tools and loose equipment required for daily maintenance; and
 - ii. The tool storage **must** be weatherproof and protect tools and loose equipment from the environment.
 - l) **Filler Caps**
 - i. The vehicle **must** be provided with filler caps that clearly and permanently identify the contents; and
 - ii. Filler caps **must** be identified by using international symbols, a standard (i.e. SAE 10W30) or be written out in both French and English.
 - m) **Camera System**
 - i. The vehicle **must** be provided with a camera system having adjustable mounting systems for individual cameras;

-
- ii. The camera **must** provide visibility to the front and the rear of the vehicle to the operator;
 - iii. The front camera **must** provide operator visibility of the tips of the forks;
 - iv. The rear camera **must** be mounted at the rear of the vehicle to operate as a back-up camera; and
 - v. The camera system **must** be provided with a display screen inside the cab that is visible to an operator sitting in the operator's seat.
- n) **Fire Extinguisher**
- i. The vehicle **must** be provided with at least one (1) 2.2 kg (4.85 lb nominal) portable, low temperature rated fire extinguisher (blue) having a minimum ULC rating of 2A-10BC (NSN 4210-21-871-9134); and
 - ii. The fire extinguisher(s) **must** be installed such that it does not interfere with the operation of the vehicle or the view of the operator and is readily accessible to the operator.

3.6. **Operator Station**

3.6.1. **FOPS Cab**

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

3.6.2. **Operator's Seat**

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

3.6.3. **Rear-View Mirrors**

- a) The vehicle cab **must** be provided with adjustable rear-view mirrors, positioned for safe reverse operation;
- b) If mirrors mounted on the exterior of the cab are used, they **must** be heated by activating an in-cab control;

-
- c) The non-reflective surface of the mirrors **must** be flat black; and
 - d) The mirrors **must** be a split type with 25% of the reflective surface area comprising a convex mirror.
- 3.6.4. **Air Conditioner**
- a) The vehicle cab **must** be provided with an air conditioning system; and
 - b) The air conditioning system **must** not use an ozone-depleting refrigerant.
- 3.7. **Chassis** – The vehicle chassis **must** be the commercial standard for a vehicle of this type and size.
- 3.8. **Engine** – The vehicle **must** be provided with a diesel engine that meets or exceeds Tier-4 certification.
- 3.8.1. **Fuel Tank(s)** – The vehicle **must** be provided with a fuel tank having a capacity that allows the continuous operation of the forklift for eight (8) hours or more.
- 3.8.2. **Engine Cold Weather Aids**
- a) The engine **must** be provided with cold weather aids to enable the engine to be started at temperatures down to -40°C (may include glow plugs or intake air preheat system);
 - b) The engine **must** be provided with a 110 V AC powered engine coolant heater;
 - c) The engine heater(s) **must** have a capacity as recommended by the engine manufacturer or conforming to SAE J1310;
 - d) The 110 V AC engine heater(s) connecting plug **must** be accessible by an operator standing beside the vehicle;
 - e) The engine **must** be provided with a 110-volt battery blanket;
 - f) The engine **must** be provided with a battery powered, thermostatically controlled, in-line fuel heater;
 - g) The engine **must** be provided with a heated fuel filter/water separator; and
 - h) The vehicle **must** be provided with engine compartment side covers to limit the ingress of cold air into the engine compartment.
- 3.8.3. **Pre-Heater**
- a) The engine **must** be provided with a fuel-fired engine coolant preheat system;
 - b) The pre-heater **must** have an output of no less than 8.8 kWh (30,000 BTU/hr);
 - c) The fuel-fired pre-heater **must** be provided with a minimum seven (7) day programmable timer;
 - d) The pre-heater model **must** be subject to **Technical Authority** approval. The desirable model is NSN 2990-12-357-4265 (Espar Hydronic M10); and
 - e) The pre-heater **must** be located for ease of inspection and repair or replacement by Canadian Armed Forces (CAF) personnel in no more than 30 minutes.

3.9. **Transmission**

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

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

3.9.3. **All-Wheel Drive System**

a) The vehicle **must** be provided with a driver selected or all-time all-wheel drive system; and

b) The all-wheel drive system **must** provide a 4 X 4 capability by delivering power equally to all wheels when selected.

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

3.11. **Steering**

3.11.1 The vehicle steering system **must** be power-assisted steering which **must** conform to CAN/CSA B335-04 or **Equivalent**;

3.11.2 The vehicle steering **must** be rear-wheel steering only when 2-wheel steering (2-WS) mode is selected.

3.11.3 The vehicle **must** be provided with an operator selected 4 wheel steering (4-WS) system;

3.11.4 The steering system **must** be provided with an adjustable (tilt and telescopic) steering column; and

3.11.5 The steering system **must** be provided with steering position indicators located in a position readily visible to the operator

3.12. **Wheels, Rims and Tires** - The vehicle **must** be provided with radial type snow and mud tires having Michelin XZL or **Equivalent** treads.

3.13. **Controls**

3.13.1. The vehicle **must** be provided with a joystick control system to operate all mast functions;

3.13.2. The joystick control **must** be provided with a dead man switch;

3.13.3. The vehicle **must** be provided with a system to ensure that the engine can only be started with all controls in their neutral position; and

3.13.4. The vehicle **must** be provided with two (2) sets of key.

3.14. **Instruments**

a) The vehicle **must** be provided with an hour-meter which shows accumulated running time up to 9,999 hours; and

b) **Weigh Scale**

i. The vehicle **must** be provided with a weigh scale with 2 percent accuracy at forklift capacity; and

-
- ii. The weigh scale **must** be provided with a digital readout with zeroing capability.
- 3.15. **Electrical System**
- 3.15.1. **Warning Horn** – The vehicle **must** be provided with a readily accessible, driver-operated warning horn; and
- 3.15.2. **Back-Up Alarm System** - The vehicle **must** be provided with a back-up alarm system that is activated the vehicle’s transmission is placed in reverse.
- 3.16. **Lighting**
- 3.16.1. **Reverse Movement Strobe Light**
- a) The vehicle **must** be provided with a red strobe light mounted on the rear of the vehicle; and
- b) The red strobe light **must** be activated when the vehicle’s transmission is in reverse.
- 3.16.2. **Amber Coloured Strobe Light**
- a) The vehicle **must** be provided with an amber coloured, omnidirectional beacon light; and
- b) The beacon light **must** operate continuously when the vehicle ignition is in the “ON” position.
- 3.16.3. **Signal/Work Lights**
- a) The vehicle **must** be provided with two adjustable LED or **Equivalent** work lights aimed forward and rearward of the vehicle;
- b) The vehicle **must** be provided with rear mounted stop lights;
- c) The vehicle **must** be provided with front and rear mounted turn signal lights; and
- d) The signal light control **must** be mounted on the steering column.
- 3.17. **Hydraulic System**
- 3.17.1. The vehicle **must** be provided with a hydraulic system that supports the operation of all hydraulic components;
- 3.17.2. The hydraulic system **must** be provided with a hydraulic oil heater that may use heat from the cooling system; and
- 3.17.3. The heater **must** be provided with a thermostatic control system to prevent overheating of the hydraulic oil.
- 3.18. **Lubricants and Hydraulic Fluids** - The vehicle **must** operate with non-proprietary, lubricants and hydraulic fluids.
- 3.19. **Automatic Greasing System**
- 3.19.1. The vehicle **must** be provided with an automatic greasing system;
- 3.19.2. The system **must** automatically provide grease to all greasing points recommended by the manufacturer;
- 3.19.3. The grease provided to the greasing points **must** be metered in accordance with the manufacturer’s specifications;

-
- 3.19.4. The automatic greasing system **must** include a telltale light that indicates that the system is functioning; and
 - 3.19.5. The automatic greasing system **must** be provided with a low grease level alarm indicator to the operator.
 - 3.20. **Paint** - The vehicle **must** be painted using commercial colours having a high-durability, corrosion-resistant type coating.
 - 3.21. **Identification** - The vehicle **must** be provided with an identification plate having manufacturer's name, model and serial number permanently marked in a conspicuous and protected location.
 - 3.22. **Instruments, Decals and Data Plates**
 - 3.22.1. Instruments, decals and data plates provided on the vehicle **must** be marked in metric units;
 - 3.22.2. Instruments, decals and data plates **must** be marked using international symbols. Where international symbols are not possible, bilingual markings (English and French) **must** be provided; and
 - 3.22.3. Warning and precautionary data plates **must** be provided in a bilingual format.

4. **INTEGRATED LOGISTICS SUPPORT**

4.1 **Documentation and Support Items**

4.1.1 **Items Provided to Technical Authority**

(a) **Manuals for Approval**

- i The Contractor **must** supply a set of manuals for each Configuration/model, in digital format, including the operator, parts and maintenance (shop repair) manuals. Manuals may cover more than one (1) Configuration/model;,
- ii The set of manuals **must** include manuals for all the specified accessories and features for the Configuration/model. Accessory manuals may be included as supplements to the vehicle manuals;
- iii The operator manuals **must** be supplied in a bilingual format as a package;
- iv Digital copies **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection;
- v Digital copies **must** be supplied on an electronic media such as USB memory stick or Drop box;
- vi Digital copies **must** be supplied in a searchable PDF format;
- vii The electronic media **must** be permanently and legibly marked with a list of contents;
- viii Manual approval or comments will be supplied within 15 working days of receipt;
- ix The Contractor **must** supply responses to the **Technical Authority's** 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 two (2) digital colour photographs, one left-front three-quarter view, and one right-rear three-quarter view of each Configuration/Model;
- ii One (1) digital colour photograph of each attachment taken at the three-quarter view that best illustrates the attachment **must** be supplied;
- iii One (1) front-view and one side-view line drawing showing dimensions of the vehicle **must** be supplied. Brochure line drawings are acceptable;
- iv Photographs **must** have a plain background;
- v Photographs **must** be in a JPEG (Joint Photographic Experts Group) format; and

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- vi Photographs **must** have a resolution of at least eight (8) Mega pixels.
- (c) **Data Summary**
- i The Contractor **must** supply a bilingual data summary for each Configuration/model, with vehicle data (including accessories and features) and a vehicle picture for each DND call-up;
 - ii The **Technical Authority** will supply a bilingual template of a data summary to the Contractor;
 - iii The Contractor **must** supply a digital copy (MS Word) of the completed data summary for approval;
 - iv Data summary approval or comments will be supplied within 15 working days of receipt; and
 - v The Contractor **must** supply responses to the **Technical Authority's** comments.
- (d) **Safety Data Sheets**
- i The Contractor **must** supply a list, in digital format, of all hazardous materials used on the vehicle;
 - ii If there are no hazardous materials used, this **must** be stated on the list; and
 - iii The Contractor **must** supply safety data sheets in both official languages, in digital PDF format for all hazardous materials in the list.
- (e) **Warranty Letter**
- i The **Technical Authority** will supply 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 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

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- 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 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.
- (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 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.

(b) **Training – Troubleshooting**

- i The Contractor **must** supply a troubleshooting course in the official language (English or French) specified in the contract for that delivery destination;
- ii The instructor **must** be an OEM Factory Certified Training Provider;
- iii The troubleshooting course **must** include detailed testing, troubleshooting, problem analysis and adjustments training;

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- iv The troubleshooting course **must** have a minimum duration of twenty-four (24) hours but not exceeding eight (8) hours a day;
 - v The troubleshooting course **must** accommodate up to eight (8) maintenance personnel;
 - vi The troubleshooting course **must** be supplied at the delivery destination;
 - vii The date for the troubleshooting course **must** be arranged with the **Technical Authority**;
 - viii After completion of the troubleshooting course, the Contractor **must** have the “**PROOF OF TROUBLESHOOTING TRAINING**” certificate signed by the senior course attendee; and
 - ix The **Technical Authority** will supply the “**PROOF OF TROUBLESHOOTING TRAINING**” document template in a digital format.

5. ACCEPTANCE TESTING

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

6. DELIVERY CONDITION

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

APPENDIX A

A.1. Data Table

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

CHARACTERISTIC	PARAGRAPH	UNITS	CONFIGURATION
			A
LOAD CENTRE	3.4.2(a)	mm	1,220
		in	48
LIFT CAPACITY	3.4.2(a)	kg	9,979
		lbs	22,000
LIFT HEIGHT	3.4.2(c)	mm	3,658
		in	144
OVER-ALL HEIGHT	3.4.2(d)	mm	3,352
		in	132
SIDE SHIFT ON EACH SIDE	3.5.1(f-ii)	mm	76
		in	3
FORK LENGTH	3.5.1(b)	mm	2,438
		in	96
CONTAINER HANDLING CAPABILITY	3.4.4(a)	-	X



NOTICE

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

**TECHNICAL EVALUATION CRITERIA
FOR
ROUGH TERRAIN, ALL-WHEEL DRIVE & ALL-WHEEL STEERING, DIESEL
ENGINE DRIVEN, SIT DOWN RIDER TYPE FORKLIFT TRUCKS**

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.

SUPPLIER INFORMATION

Bidder's Name:

Bidder's Address:

Submission Date:



Substitutes/Alternatives

Are any substitutes/alternatives offered as **Equivalent**? YES NO

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

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

TABLE OF TECHNICAL EVALUATION CRITERIA				
PD Reference	Requirement	Substantial Information required	Value	Location of Substantial Information in Bid Proposal
3.1.1	The vehicle must be the latest model from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of vehicle for at least one (1) year;	Vehicle Make	document	Config A:
		Vehicle Model/Year Introduced	document	
3.3.2	All vehicle design, construction and safety aspects must be in accordance with the latest edition of ANSI/ITDSF B56.6.	OEM design standard	certificate or OEM brochure	Config A:
3.4.1 (b)	The vehicle, loaded to the “ LIFT CAPACITY ” listed in the Data Table	OEM document for Lift Capacity	Degree/gradient	Config A:



TABLE OF TECHNICAL EVALUATION CRITERIA				
PD Reference	Requirement	Substantial Information required	Value	Location of Substantial Information in Bid Proposal
	(APPENDIX A.1) must achieve a gradeability of at least 25 percent under terrain conditions specified in section 3.2.2.			
3.4.2 (a)	The vehicle, with the standard mast and no stabilizer, must have a load capacity of at least 9,979 kg (22,000 lbs) at the load centre of 1,220 mm (48 in).	OEM document for Capacity/load center	lbs/inch	Config A:
3.4.2 (c)	The vehicle must achieve a lift height of at least 3,658 mm (144 in). This will be measured from the floor to the top of the forks with the mast in an extended, straight up vertical position.	OEM document for lift height	inch	Config A:
3.4.2 (d)	The vehicle must have an over-all vehicle height at its highest point, with its mast collapsed and in vertical position, of	OEM document for vehicle height	inch	Config A:



TABLE OF TECHNICAL EVALUATION CRITERIA				
PD Reference	Requirement	Substantial Information required	Value	Location of Substantial Information in Bid Proposal
	no more than 3,352 mm (132 in)			
3.4.3 (a)	The vehicle must have a clearance between the lowest fixed point of the vehicle and the ground of not less than 305 mm (12 inches);	OEM document for Clearance	Inch	Config A:
3.5.1 (a)-i	The vehicle must be provided with a telescopic, hydraulic vertical mast having a minimum 10-degree forward tilt capability and minimum 10-degree backward tilt capability. These tilt capacities are measured from the mast, vertical straight up position.	OEM document for mast-tilt		Config A:
3.5.1 (e)	The vehicle must be provided with a fork-levelling system that accommodates the lifting of pallets that are inclined up to no less than 15 percent to either side of the vehicle;	OEM document for fork-levelling	Document	Config A:



TABLE OF TECHNICAL EVALUATION CRITERIA				
PD Reference	Requirement	Substantial Information required	Value	Location of Substantial Information in Bid Proposal
3.5.1 (f)-ii	The vehicle must have a side shift to either side of the carriage of at least 76 mm (3 in) on each side.	OEM document for Side shift	Document	Config A:
3.8	The vehicle must be provided with a diesel engine that meets or exceeds Tier-4 certification.	OEM document for Tier -4	Document	Config A:
3.9.3 (a)	The vehicle must be provided with a driver selected or a full-time all-wheel drive system.	OEM document for all-wheel drive	Document	Config A:
3.13.1	The vehicle must be provided with a joystick control system to operate all mast functions;	OEM document for joystick control	Document	Config A:

DEFINITIONS

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



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