



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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

REQUEST FOR PROPOSAL

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Ministère de la Défense nationale / Department of National Defence
MGen Pearkes Building, DGAEPM DAP 7
101 Colonel By Drive
Ottawa
Ontario
K1A 0K2

Attention: Alexandra McCann
Alexandra.mccann@forces.gc.ca

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

Solicitation Closes – L'invitation prend fin

At – à : 14:00PM Eastern Daylight Time (EDT)-
Heure avancée de l'Est (HAE)

On - le : Oct 2, 2023

DEMANDE DE PROPOSITION

Title/Titre Rough Terrain, Telescopic Boom Type Diesel Engine Driven Forklift Trucks/Chariots Élévateurs Diesel Tout Terrain à Fleche Télésopique	Solicitation No – N° de l'invitation W8475-236664/A
Date of Solicitation – Date de l'invitation Aug/Aout 2023	
Address Enquiries to – Adresser toutes questions à Alexandra McCann Alexandra.mccann@forces.gc.ca	
Telephone No. – N°de téléphone	FAX No – N°de fax
Destination See Annex A	

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 March/mars 2024	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 SECURITY REQUIREMENTS	4
1.2 REQUIREMENT.....	4
1.3 DEBRIEFINGS.....	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF BIDS	5
2.3 ENQUIRIES - BID SOLICITATION	6
2.4 APPLICABLE LAWS	6
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	6
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	6
PART 3 - BID PREPARATION INSTRUCTIONS	8
3.1 BID PREPARATION INSTRUCTIONS.....	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 EVALUATION PROCEDURES	11
4.2 BASIS OF SELECTION- LOWEST EVALUATED PRICE, MANDATORY TECHNICAL CRITERIA	11
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5.1 CERTIFICATIONS REQUIRED WITH THE BID	12
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	12
PART 6 - RESULTING CONTRACT CLAUSES	14
6.1 SECURITY REQUIREMENTS	14
6.2 REQUIREMENT.....	14
6.3 STANDARD CLAUSES AND CONDITIONS	14
6.4 TERM OF CONTRACT.....	14
6.5 AUTHORITIES.....	15
6.6 PAYMENT.....	16
6.7 INVOICING INSTRUCTIONS.....	17
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	17
6.9 APPLICABLE LAWS	18
6.10 PRIORITY OF DOCUMENTS.....	18
6.11 DEFENCE CONTRACT.....	18
6.12 INSPECTION AND ACCEPTANCE	18
6.13 POST-CONTRACT AWARD MEETING.....	18
6.14 SACC MANUAL CLAUSES.....	18
6.15 DISPUTE RESOLUTION	19
6.16 INCOMPLETE ASSEMBLIES	19
6.17 WORK SITE ACCESS	19
6.18 CANADIAN FORCES SITE REGULATIONS	19
6.19 INTERCHANGEABILITY.....	19
6.20 VEHICLE SAFETY.....	19
6.21 RECALL NOTICES	19
6.22 PREPARATION FOR DELIVERY.....	19
6.23 DELIVERY OF DANGEROUS GOODS/HAZARDOUS PRODUCTS	20
6.24 TOOLS AND LOOSE EQUIPMENT	20
6.25 DELIVERY AND UNLOADING	20

ANNEX A	22
ANNEX B	24
ELECTRONIC PAYMENT INSTRUMENTS.....	24
ANNEX C	25
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION.....	25
ANNEX D	26

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The Department of National Defence (DND) has a requirement to procure seven (12) Rough Terrain, Telescopic Boom Type Diesel Engine Driven Forklift Trucks. The requested **delivery date is 180 days from contract award date**, with an option of four (4) additional Rough Terrain, Telescopic Boom Type Diesel Engine Driven Forklift Trucks included for delivery within Canada.

The requirement is detailed under Annex D - the Purchase Description (PD).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 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

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- (a) Section 02, Procurement Business Number, is deleted in its entirety.
- (b) Section 05, Submission of bids, subsection 3, is deleted in its entirety.
- (c) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:

Send its bid only to the location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.

- (d) Section 05, Submission of bids, subsection 4, is amended as follows:

Delete: 60 days,
Insert: 120 days.

- (e) Section 06, Late bids, is deleted in its entirety.
- (f) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:

Section 07, Delayed bids:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

- (g) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.
- (h) Section 20, Further information, subsection 2, is deleted in its entirety.

2.2 Submission of Bids

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

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

2.2.1 Electronic Submissions

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **10 days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Bid Challenge and Recourse Mechanisms

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Bidders must demonstrate their compliance with the attachment titled Technical Bid 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.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Pricing

Bidders must submit their financial bid as follows:

Bids must be submitted in Canadian dollars.

Bidders must submit firm prices, Delivered Duty Paid (DDP) at the destination of the goods noted in Annex A, Incoterms 2020, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

3.1.2 Prices – Items

Bidders must submit firm prices for all items listed in Annex A.

3.1.3 Electronic Payment of Invoices

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

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

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

3.1.4 Exchange Rate Fluctuation

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

3.1.5 SACC Manual Clauses

B3000T (2006-06-16) Equivalent Products

Section III: Certifications

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

Section IV: Additional Information

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) The name of the contact person (also provide this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enable communications with Canada with regards to their bid, and any contract that may result from their bid
- (iv) Any other information submitted in the bid not already detailed.

3.1.6 Firm Goods

Delivery of the Firm Goods and services is requested **on or before 180 days from date of contract**. If a longer delivery period is required, the Bidder must submit the best delivery date that could be offered, in the form of a fixed date from contract award. Failure to submit a date will be taken as acceptance of delivery within the requested timeframe.

Note: Any delivery date(s) offered will not be included in the evaluation

3.1.7 Optional Goods and/or Services

Should an option be exercised for optional quantities, delivery of the Optional Goods and Services is requested **on or before 180 days from the date of amendment**. If a longer delivery period is required, the Bidder must submit the best delivery date that could be offered from the date of amendment. Failure to do so will be taken as acceptance of delivery within the requested timeframe.

3.1.8 Warranty Period

Manufacturer's Standard Warranty Period:

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 2000 hours. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for components will form part of the proposed contract.

3.1.9 Bidder's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General Enquiries

Name:
Telephone:
Facsimile:
E-mail:

Delivery Follow-up

Name:
Telephone:
Facsimile:
E-mail:

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 technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Mandatory Technical Criteria

Bidders must meet all the mandatory technical criteria, as specified in Attachment 2 - Technical Evaluation Matrix, for the Bid to be considered responsive. Bidders must indicate the Part Number and the NSCM/NCAGE they are offering in Attachment 1 - Financial Bid.

4.1.2 Financial Evaluation

Firm and services Goods

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) destination, Incoterms 2020, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

Optional Goods and Services

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) destination, Incoterms 2020, Canadian custom duties and excise taxes included, Applicable Taxes excluded.

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

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.

In the event of multiple responsive bids having the same lowest evaluated price, the responsive bidder providing the earliest delivery will be recommended for the award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract. The certifications provided by Bidders to Canada are subject to verification by Canada whenever required. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

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

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

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

There is no security requirement applicable to the Contract.

6.2 Requirement

The requirement is detailed in Annex D - Purchase Description (PD).

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010A](#) (2022-12-01) General Conditions 2010A-Goods (Medium Complexity), apply to and form part of the Contract.

a) Definition of Minister is modified as follows:

"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.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before: _____ (**NOTE TO BIDDER:** to be inserted by DND at time of contract award).

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in Annex A of the Contract.

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.

6.4.3 Period of the Contract

(NOTE TO BIDDER: Period of the Contract to be inserted by DND at time of contract award).

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alexandra McCann
Title: Procurement Officer
Position: DGAEPM/ DAP 7-3-5-3
Address: Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: Alexandra.mccann@forces.gc.ca.

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

6.5.2 Technical Authority

The Technical Authority for the Contract is: (NOTE TO BIDDER: To be inserted by DND at the time of Contract award)

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.5.2.1 Life Cycle Materiel Manager

The Life Cycle Material Manager for the Contract is: (NOTE TO BIDDER: To be inserted by DND at the time of Contract award)

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

The Technical Authority and the Life Cycle Material Manager are the representatives of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to

the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

The person responsible for:

General Inquiries: (NOTE TO BIDDER: to be inserted by DND at time of contract award)

Name: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

Delivery Follow-Up: (NOTE TO BIDDER: to be inserted by DND at time of contract award)

Name: _____
Telephone: _____
Facsimile: _____
E-mail address _____

6.5.4 After Sales Service

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:

[NOTE TO BIDDER: Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment- Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex A. for a cost of \$ _____ (**NOTE TO BIDDER: to be inserted by DND at time of contract award**), in Canadian dollars. Customs duties are included, and Applicable Taxes are extra.

6.6.2 Limitation of Price

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 Multiple Payments

H1001C (2008-05-12) Multiple Payments

6.6.4 Electronic Payment of Invoices

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

- a. Direct Deposit (Domestic and International);
- b. Wire Transfer (International Only).

6.7 Invoicing Instructions

Each invoice must contain or be supported by the applicable documents:

- The serial number(s), or a copy of the New Vehicle Information Statement (NVIS) containing the Vehicle Identification Number(s) (VIN).
- A copy of proof(s) of training.
- A copy of the release document and any other documents as specified in the Contract.

Invoices must be distributed as follows:

The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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.

6.7.1 Holdback

- A. A 10% holdback will apply on the total value of any due payment of Items.
- 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 works 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

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

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the

name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) The Articles of Agreement,
- (b) The general conditions 2010A (2020-05-28) General Conditions – Goods Medium Complexity,
- (c) Purchase Description
- (d) The Contractor's bid dated _____ (**NOTE TO BIDDER:** date to be inserted by DND at time of contract award).

6.11 Defence Contract

SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract

6.12 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods, and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the 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.

6.13 Post-Contract Award Meeting

Within 15 calendar 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.

6.14 SACC Manual Clauses

[B7500C](#) (2006-06-16) Excess Goods

[D2025C](#) (2017-08-17) Wood Packaging Materials

[D5540C](#) (2021-05-20) ISO 9001:2015 Quality Management Systems-Requirements (Quality Assurance Code Q)

[G1005C](#) (2016-01-28) Insurance – No Specific Requirement

[2010A.05](#) (2008-05-12) Condition of Material

6.15 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.16 Incomplete Assemblies

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

6.17 Work Site Access

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.

6.18 Canadian Forces Site Regulations

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

6.19 Interchangeability

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.

6.20 Vehicle Safety

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 in addition to all standards specified in Annex D – Purchase Description (PD).

6.21 Recall Notices

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

6.22 Preparation for Delivery

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.

6.23 Delivery of Dangerous Goods/Hazardous Products

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/>).

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.

The Contractor will be responsible for any damage caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.

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.

The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products, to schedule a receiving time.

6.24 Tools and Loose Equipment

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

6.25 Delivery and Unloading

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.

When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.

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 to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

ANNEX A

1.0 Rough Terrain, Telescopic Boom Type Diesel Engine Driven Forklift Truck

The Firm Unit Price(s) include(s) associated specification and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2020:

Item	Delivery Point	Delivery Date	Quantity Required	Make/Model	Firm Unit Price
1	CFB Bagotville 3 Wing Bagotville, Alouette, QC, G0V 1A0	[Date to be detailed in the resulting contract]	3	[To be added in the resulting contract]	[\$Cost to be detailed in the resulting contract]
2	3 CDSB Edmonton ASU Major Equipment Section 195 Ave and Rhine Road Bldg 236, Room 108, Edmonton, AB, (postal code)	[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	TEME Building 3367 Windsor St, Halifax, NS, B3K 5G1	[Date to be detailed in the resulting contract]	4	[To be added in the resulting contract]	[\$Cost to be detailed in the resulting contract]
4	3 ASG Gagetown Supply Company Major Equipment Section, Bldg B10, CFB Gagetown, (postal code)	[Date to be detailed in the resulting contract]	3	[To be added in the resulting contract]	[\$Cost to be detailed in the resulting contract]
5	31 Svc Bn Technical Services Platoon 701 Oxford Street East London, ON, N5Y 4T7	[Date to be detailed in the resulting contract]	1	[To be added in the resulting contract]	[\$Cost to be detailed in the resulting contract]

All points of contact for deliveries: [To be added in the resulting contract]

1.1 Operator Instruction and Training

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

Item	Delivery Point	Language	Proposed Delivery Date	QTY	Price (taxes excluded)	Total (Including Tax)
1	CFB Bagotville 3Wing Bagotville Bldg 225 Base Supply Alouette, QC, G0V 1A0	French		1	[\$Cost to be detailed in the resulting contract]	\$
2	3 CDSB Edmonton ASU Major Equipment Section 195 Ave and Rhine	English		1	[\$Cost to be detailed in the resulting contract]	\$

	Road Bldg 236, Edmonton, AB, (postal code)					
3	TEME Building 3367 Windsor St, Halifax, NS, B3K 5G1	English		1	[\$Cost to be detailed in the resulting contract]	\$
4	3 ASG Gagetown Supply Company Major Equipment Section, Bldg B10, CFB Gagetown, (postal code)	English and French		1	[\$Cost to be detailed in the resulting contract]	\$
5	31 Svc Bn Technical Services Platoon 701 Oxford Street East, London, ON, N5Y 4T7	English		1	[\$Cost to be detailed in the resulting contract]	\$
Sub Total						\$
Taxes Applicable						\$
Total (Taxes Included)						\$

2.0 Optional Goods

Item	Delivery Point	Delivery Date	Quantity Required	Make/Model	Firm Unit Price
1	[To be added 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]
2	[To be added 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]
3	[To be added 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]
4	[To be added 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]

ANNEX B

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Wire Transfer (International Only).

ANNEX C

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

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

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

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

ANNEX D



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 the Rough Terrain, Telescopic Boom Type Diesel Engine, Industrial Forklift Trucks

File # W8475-236664/A
August, 2023

National Defence Headquarters
Major General George R. Pearkes Building
Ottawa, Ontario
K1A 0K2

Issued on Authority of the Chief of the Defence Staff
Publiée avec l'autorisation du Chef d'état-major de la Défense

Canada

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1. SCOPE

- 1.1 **Purpose** - The purpose of this purchase description is to cover the requirements for Rough Terrain, Telescopic Boom Type Diesel Engine Driven Forklift Trucks.
- 1.2 **Instructions** - The following instructions apply to this Purchase Description:
- (a) Requirements, which are identified by the word "**must**", are mandatory. Deviations will not be permitted;
 - (b) Requirements identified with a "will" define actions to be performed by National Defence and require no action/obligation on the Contractor's part;
 - (c) Where "**must**", or "will" are not used, the information provided is for guidance only;
 - (d) Where a standard is specified and the Contractor has offered an **Equivalent**, that **Equivalent** standard **must** be supplied by the Contractor, at no cost to National Defense, 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 "**Provided**" **must** means "provided and installed".
- 1.3.2 "**Equivalent**" - A standard, means, or component type, which has been accepted by the **Technical Authority** as meeting the specified requirements for form, function and performance.
- 1.3.3 "**Commercially Equipped**" means that the vehicle is provided in its standard commercial configuration with no additional government-specific requirements.

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 organisation are given when available. Effective documents are those in effect on date of manufacture. Source 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) |
| <u>5060 Spectrum Way, Mississauga, Ontario, L4W 5N6</u> | |

<http://www.csa.ca/Default.asp?language=English>

2.2.2. **UL Standards**

UL 558 Standard for Safety, Industrial Trucks, Internal Combustion Engine-Powered

Underwriters' Laboratories of Canada

7 Crouse Road, Scarborough, Ontario, M1R 3A9

<http://www.ulc.ca/>

2.2.3. **ANSI Standards**

ANSI/ITSDF B56.6 Standard for Safety for Rough Terrain Forklift Trucks

Industrial Truck Standards Development Foundation

1750 K Street NW, Suite 460

Washington DC 20009, USA

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

2.2.4. **SAE Standards**

SAE J1310 Electric Engine Preheaters and Battery Warmers for Diesel Engines
Information Report

Society of Automotive Engineers Inc.

400 Commonwealth Drive,

Warrendale, PA, 15096

<http://www.sae.org>

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

Department of Justice/Government of Canada

<http://laws-lois.justice.gc.ca/eng/regulations/sor-86-304/>

2.2.6 **FED-STD-595 Colors Used in Government Procurement**

www.sae.org

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 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 twenty four (24) hour period when measured in accordance with CAN/CSA Z107.56-13.
- 3.3.2. **Vehicle Safety** – All vehicle design, construction and safety aspects **must** be in accordance with the latest edition of ANSI/ITDSF B56.6.
- 3.3.3. **Hazardous Materials** – The Contractor **must** minimize or eliminate the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals (as described in the Hazardous Products Act of Canada) on the vehicle at the time of delivery.
- 3.3.4. **"DS" Safety Rating**
 - (a) The vehicle **must** be manufactured to meet the requirements of a "DS" 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, with no load, **must** achieve a forward speed of at least 20 km/h (12.4 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 30 percent under terrain conditions specified in section 3.2.2.

3.4.2. **Forklift Functions**

- (a) The vehicle **must** have a load capacity of at least that given as "RATED LOAD CAPACITY" at the load centre given as "LOAD CENTRE" in the Data Table (APPENDIX A.1.) without using any stabilizers or outriggers;
- (b) The vehicle **must** achieve a lift height of at least that given as "LIFT HEIGHT" in the Data Table (APPENDIX A.1.) , measured from the floor to the top of the forks with the mast in an extended position;
- (c) The vehicle **must** achieve a forward reach of at least that given as "FORWARD REACH AT FULL BOOM EXTENSION" in the Data Table (APPENDIX A.1) ; and
- (d) The vehicle **must** have a load capacity, without using any stabilizers or outriggers, at a forward reach specified in section 3.4.2(c), of no less than that given as "LOAD CAPACITY AT FORWARD REACH" in the Data Table ((APPENDIX A.1.) while the boom and fork carriage fully extended to the forward direction with the forks 1200 mm (48 inches) off the ground.

3.4.3. **Dimensions**

- (a) The vehicle at no-load condition **must** have an overall vehicle height at its highest point, with boom fully retracted, of no more than that given as "OVERALL HEIGHT" in the Data Table (APPENDIX A.1.);
- (b) The vehicle at no-load **must** have a ground clearance of no less than 381 mm (15 inches); and
- (c) The vehicle at no-load **must** have approach and departure angles of no less than 25 degrees.

3.5. **Accessories**

3.5.1. **Standard Accessories**

- (a) **Boom** – The vehicle must be provided with an extensible boom providing the lift capacities and heights required to satisfy the performance requirements;
- (b) **Forks**
 - i. The vehicle **must** be provided with forks having a nominal fork length of that given as "**FORK LENGTH**" in the Data Table (APPENDIX A.1.); and
 - ii. Forks with nominal lengths of 914 mm (36 inches) or 1,067 mm (42 inches) **must** be provided, in lieu of the standard forks, upon request by DND.
 - iii. The fork tips **must** be visible to the operator when the boom is fully retracted.
- (c) **Forks Carriage** – The vehicle **must** be provided with a fork carriage having a fork tilt of not less than 10 degrees backwards and forwards;
- (d) **Backrest** – The vehicle **must** be provided with a load backrest;
- (e) **Boom Angle Indicator** - The vehicle **must** be provided with a mechanical boom angle indicator that is visible to the operator;

(f) **Vehicle Tie-Down Devices**

- i. The vehicle shall be provided with at least four permanent and integrally mounted vehicle tie-down devices;
- ii. The vehicle tie-down devices, working as a system, shall be designed to withstand a forward load of 4G, a rearward load of 4G, an upward load of 2G and a side load of 1.5G (1G = shipping weight of the equipment). These loads are not imposed simultaneously;
- iii. The vehicle tie-down devices shall 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 shall be located to permit attachment of cables, turnbuckles, chains and hooks;
- v. The vehicle tie-down devices shall be identified and marked with maximum load permitted;
- vi. The vehicle tie-down load markings shall be painted using a contrasting colour; and
- vii. The vehicle tie-down information shall be shown in the Operator's Manual and inside the vehicle cab (in the form of decals).

(g) **Vandal Protection** – The vehicle **must** be provided with a vandal protection mechanism including provision (Padlock hasps preferred) for locking engine covers, filler caps and the cab;

(h) **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;

(i) **Tool Compartment**

- i. The vehicle **must** be provided with a tool compartment having waterproof seal to hold all tools and minor loose equipment required for daily maintenance;
- ii. The tool compartment **must** be protected from elements and road splash or be of weatherproof construction with anti-return type drainage; and
- iii. The tool compartment **must** have compartment cover equipped with a means to be secured using a padlock.

(j) **Filler Caps**

- i. The vehicle **must** be provided with filler caps that clearly and permanently identify the contents; and
- ii. Filler caps shall be identified by using international symbols, a standard (i.e. SAE 10W30) or be written out in both French and English;

(j) **Non-Skid Walking Surfaces** - The vehicle **must** be provided with all walking surfaces covered with a coarse non-skid coating for operator safety;

3.5.2. **Additional Accessories**

- (a) Fork Positioner – The vehicle must be provided with a dual hydraulic fork-positioner for extending the forks spacing across the full width of the carriage and closing the spacing between the unloaded forks simultaneously from the cab.
- (b) Fork-Levelling System - The vehicle must be provided with a fork-levelling system

that accommodates the lifting of pallets that are no less than 8 percent inclined to either side of the vehicle.

- (c) 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; and
 - 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).

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, pressurized 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 a windshield wiper and washer system for the front and rear windows;
- (e) 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
- (f) The vehicle must be provided with a load chart within the FOPS cab showing load capacities at various lift heights.

3.6.2. **Operator's Seat**

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

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

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

3.6.4. **Air Conditioner**

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

3.7. **Chassis** - The vehicle chassis must be the manufacturers 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;
- (h) The vehicle must be provided with engine compartment side covers to limit the ingress of cold air into the engine compartment; and
- (i) The vehicle must be provided with a durable, corrosion-resistant engine hood locking mechanism.

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 preferred 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 CF personnel in no more than 30 minutes.

3.9. **Transmission**

- (a) The vehicle **must** be provided with a power shift or power shuttle transmission (with at least 3 gear ratios forward and reverse), or an infinitely variable forward and reverse hydrostatic, servo-controlled drive incorporating automatic controls to compensate for speed and load; and
- (b) 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.

3.9.1. **All Wheel Drive System**

- (a) The vehicle **must** be provided with an all-wheel drive system (driver-selected). A full-time all-wheel drive system will be accepted as a substitute for a driver-selected 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.

-
- 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**
- (a) The vehicle steering system **must** be standard power-assisted steering which must conform to CAN/CSA B335-04 or **Equivalent**;
 - (b) The vehicle steering system **must** be provided with an adjustable tilt steering column;
 - (c) The vehicle steering system **must** provide the following steering modes:
 - i. Two wheel steer;
 - ii. Four wheel steer; and
 - iii. Crab type steer.
 - (d) The vehicle steering system **must** include steering position and mode indicators located in a position readily visible to operator.
- 3.12. **Wheels, Rims and Tires** - The vehicle must be provided with all-terrain, all position type snow and mud tires having treads similar to Michelin XZL or Equivalent.
- 3.13. **Controls**
- (a) The vehicle must be provided with a joystick control system to operate all mast functions;
 - (b) The joystick control shall be provided with a dead man switch; and
 - (c) The vehicle must be provided with a system to ensure that the engine can only be started with all controls in their neutral position.
- 3.14. **Instruments**
- (a) The vehicle must be provided with an hour meter which shows accumulated running time up to 9,999 hours; and
 - (b) Weigh Scale
 - i. The vehicle must be provided with a weigh scale with 2 percent accuracy at forklift capacity; and
 - ii. The weigh scale must be provided with a digital readout with zeroing capability.
- 3.15. **Electrical System**
- (a) **Warning Horn** – The vehicle must be provided with a readily accessible, driver-operated warning horn; and
 - (b) **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, omni-directional 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 of the vehicle;
- (b) The vehicle must be provided with two adjustable LED or Equivalent work lights aimed rearward of the vehicle;
- (c) The vehicle must be provided with rear mounted stop lights;
- (d) The vehicle must be provided with front and rear mounted turn signal lights; and
- (e) The signal light control must be mounted on the steering column.

3.17. **Hydraulic System** - The vehicle must be provided with a hydraulic system that supports the operation of all hydraulic components.

3.18. **Lubricants and Hydraulic Fluids** - The vehicle must operate with non-proprietary, lubricants and hydraulic fluids.

3.19. **Paint** - The vehicle must be painted matte green colour having a high-durability, corrosion-resistant type coating in accordance with Fed-std-595.

3.20. **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.

3.21. **Instruments, Decals and Data Plates**

- (a) Instruments, decals and data plates provided on the vehicle must be marked in metric units;
- (b) 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
- (c) Warning and precautionary data plates must be provided in a bi-lingual format.

4. INTEGRATED LOGISTICS SUPPORT

4.1 Documentation and Support Items

4.1.1 Items Provided to Technical Authority

(a) Manuals for Approval

- i The Contractor **must** supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, a set of manuals for the Configuration/model, in digital format, including the operator, parts and maintenance (shop repair) manuals;
- ii The set of manuals **must** include manuals for all the specified accessories and features for the Configuration/model. Accessory manuals may be included as supplements to the vehicle manuals;
- iii The operator manuals **must** be supplied in a bilingual format as a package;
- iv Digital copies **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection;
- v Digital copies **must** be supplied on a removable USB memory stick;
- vi Digital copies **must** be supplied in a searchable PDF format;
- vii The USB stick **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, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, two (2) digital colour photographs, one left-front three-quarter view, and one right-rear three-quarter view of the Configuration/Model;
- ii One (1) digital colour photograph of each attachment taken at the three-quarter view that best illustrates the attachment **must** be supplied;
- iii One (1) front-view and one side-view line drawing showing dimensions of the vehicle **must** be supplied. Brochure line drawings are acceptable;
- iv Photographs **must** have a plain background;

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- v Photographs **must** be in a JPEG (Joint Photographic Experts Group) format; and
 - vi Photographs **must** have a resolution of at least eight (8) Mega pixels.
- (c) **Data Summary**
- i The Contractor **must** supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, a bilingual data summary for the Configuration/model, with vehicle data (including accessories and features) and a vehicle picture;
 - ii The **Technical Authority** will supply a bilingual template of a data summary to the Contractor;
 - iii The Contractor **must** supply a digital copy (MS Word) of the completed data summary for approval;
 - iv Data summary approval or comments will be supplied within 15 working days of receipt; and
 - v The Contractor **must** supply responses to the **Technical Authority's** comments.
- (d) **Safety Data Sheets**
- i The Contractor **must** supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, a list, in digital format, of all hazardous materials used on the vehicle;
 - ii If there are no hazardous materials used, this **must** be stated on the list; and
 - iii The Contractor **must** supply safety data sheets in both official languages, in digital PDF format for all hazardous materials in the list.
- (e) **Warranty Letter**
- i The **Technical Authority** will supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, a bilingual warranty letter template to the Contractor;
 - ii The Contractor **must** supply a complete description of the warranty with the requested warranty terms and any system or sub system warranty that exceeds the minimum requested;
 - iii The warranty letter **must** include the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada; and
 - iv The Contractor **must** supply the original warranty letter in digital format, for each vehicle delivered, to the **Technical Authority**.
- (f) **Initial Parts Kit List**
- i The Contractor **must** supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, a list of parts needed to perform preventive maintenance on one (1) vehicle for a period of one (1) year in accordance with the maintenance manual for each Configuration/Model;
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- ii A complete change of all filters and filter elements **must** be included in the list; and
 - iii The list **must** include the following elements: part description; Original Equipment Manufacturer (OEM) Part number; suggested quantity; and unit cost.
- (g) **Training Plan(s)** - The Contractor **must** supply, no later than thirty (30) days prior to the forklift(s) being shipped to their delivery destination, a training plan for approval for each of the training courses listed in this Purchase Description to the **Technical Authority**. Approval or comments will be supplied within 15 working days of receipt.

4.1.2 **Special Tools List**

- (a) The contractor **must** prepare and provide an itemized list of all special tools required for the servicing and repair of the vehicle or equipment. The list **must** include the following information:
- i. Item name;
 - ii. Contractor's part number;
 - iii. Manufacturer's part number (OEM);
 - iv. Original manufacturer's NATO Supply code (NCAGE);
 - v. NSN (NATO Stock Number) (if known);
 - vi. Quantity recommended per delivery location;
 - vii. Unit price; and
 - viii. Unit of issue.
- (b) These tools **must** also be listed in the Maintenance manual as describe in Section 2 Para 4 of C-01-100/AG-005 Acceptance of Commercial and Foreign Government Publications as Adopted Publications.

4.1.3 **Preventive Maintenance Replacement Parts Kit List** - A list of parts needed to perform preventive maintenance on a vehicle/equipment during the first scheduled preventive maintenance. The list **must** include the parts provided in the Initial Parts Kit and additional items recommended by the Original Equipment Manufacturer for review and acceptance by the Technical Authority. The list **must** include the following elements:

- i Part description;
- ii Original Equipment Manufacturer Part number;
- iii Suggested quantity; and
- iv Unit cost.

4.1.4 **Provisioning Documentation**

The Contractor shall provide the following provisioning documentation (PD) as describe in D-01-100-214/SF-000:

- i. Provisioning Parts Breakdown (PPB) as describe at Para 3.1.1of D-01-100-214/SF-000;
- ii. Supplementary provisioning technical documentation (SPTD) as describe at Para 3.8 of D-01-100-214/SF-000;

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- iii. The PPB and SPTD shall be provided to the DND Technical Authority (TA) for review. PPB and SPTD shall be in accordance with the maintenance concept defined in paragraph 4.1.4.1 below; and
 - iv. An Initial Provisioning conference (IPC) will be held at the contractor location at least 30 days after PPB and SPTD has been accepted by the TA; and
 - v. The contractor **must** prepare and provide an itemized list of all parts required for the servicing and repair of the vehicle. The list **must** include the following information
 - ix. Item name;
 - x. Contractor's part number;
 - xi. Manufacturer's part number (OEM);
 - xii. Original manufacturer's NATO Supply code (NCAGE);
 - xiii. NSN (NATO Stock Number) (if known);
 - xiv. Quantity recommended per delivery location;
 - xv. Unit price; and
 - xvi. Quantity per equipment.

4.1.4.1 **Maintenance Concept**

- (a) Based on the definition of levels or repairs below, the Contractor **must** define the appropriate level of repairs for each maintenance task in order to facilitate DND technicians to carry out the full range of preventive and first and second level corrective maintenance tasks at Canadian Forces Tactical, Operational and Strategic Maintenance Units:
 - (i) **Level one Repair:** Level one includes Operator and Technician maintenance which principally includes preventive maintenance, inspection, servicing, preliminary diagnosis of faults, and corrective maintenance. Level One Repairs are considered tasks of a minor nature. The term "minor nature" infers short duration (less than four hours) and relatively simple repairs; and
 - (ii) **Level Two Repairs:** Level two includes principally corrective maintenance carried out by the replacement of major assemblies. The duration of tasks is usually limited to 24 hours.
- (b) In absence of maintenance tasks analysis report, the Contractor **must** use its experience and knowledge to properly define the appropriate level of repairs. In the case where the Contractor is not the OEM, the Contractor **must** ensure obtaining and providing DND with all information required to properly defining level of repairs.

4.1.5 **Cataloguing Information** – The contractor **must** provide the Technical Authority, upon request, the information necessary to catalogue the parts for the vehicle. Cataloguing Information **must** include but not limited to the following:

- i the NSN of the part, if known. If the NSN is provided no other supporting technical data need be provided for that item; and
- ii technical information, which **must** be sufficient to allow DND to identify, classify and fully describe the part(s) to a NATO standard. This could include specifications, standards, drawings, or catalogues with brief description(s) of

relevant dimensional, material, mechanical, electrical and physical/performance characteristics. Drawings will not be sent to other suppliers for production.

4.1.6 **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 req 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 on a USB memory stick.

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**

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

ix The **Technical Authority** will supply the “**PROOF OF TROUBLESHOOTING TRAINING**” document template in a digital format.

5. ACCEPTANCE TESTING

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

6. DELIVERY CONDITION

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

APPENDIX A

A.1. Data Table

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

CHARACTERISTIC	CLAUSE	UNIT	CONFIGURATION
			A
RATED LOAD CAPACITY	3.4.2(a)	kg	4,536
		lb	10,000
LOAD CENTRE	3.4.2(a)	mm	610
		in	24
LIFT HEIGHT	3.4.2(b)	mm	12,496
		in	492
FORWARD REACH AT FULL BOOM EXTENSION	3.4.2(c)	mm	7,925
		in	312
LOAD CAPACITY AT FORWARD REACH	3.4.2(d)	kg	816
		lb	1,800
OVERALL VEHICLE HEIGHT	3.4.3(a)	mm	2,794
		in	110
FORK LENGTH	3.5.1(b)	mm	1,219
		in	48

A.2. Feature and Accessory Table

The following table indicates, with “✓” for each configuration the accessories, attachments and features that **must** be provided when specified in the solicitation, with a clause reference.

DESCRIPTION OF OPTION	CLAUSE	REQUIRED
Fork Positioner	3.5.2 (a)	✓
Fork-Levelling System	3.5.2 (b)	✓
Rear-Mounted Pintle Hook	3.5.2 (c)	✓
Operator's Seat	3.6.2	✓
Air Conditioner	3.6.4	✓
Fuel-Fired Pre-Heater	3.8.3	✓
Amber Coloured Beacon Light	3.16.2	✓
Signal/Work Lights	3.16.3	✓