



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division

LEFTD - HS Division

140, O'Connor Street/

140, rue O'Connor,

East Tower, 4th Floor/

Tour Est, 4e étage

Ottawa

Ontario

K1A 0S5

Title - Sujet 3 Wheel Electric Sit Down Forklift	
Solicitation No. - N° de l'invitation 21C41-193095/A	Date 2019-01-04
Client Reference No. - N° de référence du client 21C41-19-2903095	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-652-76150	
File No. - N° de dossier hs652.21C41-193095	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-02-13	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lafontaine, Raphael	Buyer Id - Id de l'acheteur hs652
Telephone No. - N° de téléphone (613) 296-5030 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA CORCAN RQH ONTARIO 1484 CENTENNIAL DRIVE ATTN: Larry Terrell KINGSTON Ontario K7L4Y8 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into six (6) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A - Pricing, Annex B - Electronic Payment Instruments, the Purchase Description (Annex C), and the Technical Information Questionnaire (Annex D).

1.2 Summary

Correctional Service of Canada has a requirement to purchase one (1) Three Wheeled Electric Sit Down Forklift and ancillary items, including training, in accordance with the Purchase Description dated 2018-10-24, and as described at Annex A - Pricing.

1.3 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

1.4 Debriefings

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

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 issued by Public Works and Government Services Canada (PWGSC).

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

The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 05.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 questions or may request that the Bidder do so, so that the proprietary nature of the questions 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 - Bid

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, Statement of Work or Purchase Description 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 seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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.

Bidders should submit, with their bid, the completed Technical Information Questionnaire.

3.1.1 Substitutes and Alternatives

Bidders may propose substitutes and alternatives where equivalent is indicated in the Purchase Description.

1. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance will be considered for acceptance by the Technical Authority where the Bidder:
 - (a) Clearly identifies a substitute and/or an alternative;
 - (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
 - (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
 - (d) Provides complete specifications and brochures, where applicable;
 - (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
 - (f) 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.
2. Substitutes and alternatives offered as equivalent in form, fit, function quality and performance will not be considered for acceptance by the Technical Authority if:
 - (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
 - (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.
3. Bidders are encouraged to offer or suggest green products whenever possible.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6 and Annex A - Pricing.

Bidders should complete Annex A – Pricing and submit it with their bid.

3.1.2 Electronic Payment of Invoices – Bid

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.

3.1.3 SACC Manual Clauses

3.1.3.1 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.4 Best Delivery Date – Bid

3.1.4.1 Firm Quantity

While delivery of the equipment/vehicle is requested by March 15, 2019, the best delivery that could be offered is as follows:

Item 001 – One (1) Three Wheeled Electric Sit Down Forklift and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

3.1.5 Supplier Contacts

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6.

3.1.6 After Sales Service

Canada requests that the Bidder provide in Part 6 the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent, which should not be more than 100 kilometres.

3.1.7 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of twelve (12) months or 2000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

3.1.8 Extended Warranty Period

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months or 2000 hours of usage, whichever comes first

If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.

Any extended warranty period offered will not be included in the financial evaluation.

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

4.1.1.1 Mandatory Technical Evaluation Criteria

- (a) Bidders must demonstrate their compliance with all technical evaluation criteria detailed in the Technical Information Questionnaire, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.
- (b) Bidders proposing substitutes and/or alternatives must submit with their bid, all the information detailed in Part 3, Section 1 - Substitutes and Alternatives to be considered for evaluation.

4.1.2 Mandatory Financial Evaluation Criteria

4.1.2.1 Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex A - Pricing for items 001.

4.1.2.2 The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for item 001 the firm quantity, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated aggregate price will be recommended for 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 at all times. 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 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 procurement agreement of the Ineligibility and Suspension Policy (<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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Product Conformance

The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the purchase description(s).

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

Bidder's authorized representative signature

Date

5.2.3.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidder's authorized representative signature

Date

Or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day	

business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidder's authorized representative signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirement

There is no security requirement applicable to the Contract.

6.2 Requirement - Contract

The Contractor must deliver one (1) Three Wheeled Electric Sit Down Forklift and ancillary items, including training, in accordance with the Purchase Description dated 2018-10-24, and at Annex A - Pricing.

6.2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

6.3 Standard Clauses and Conditions

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2018-06-21), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twelve (12) months, or 2,000 hours of usage, whichever comes first".

All other provisions of the warranty section remain in effect.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery of the vehicle/equipment must be made as follows:

Firm Quantity

Item 001 – One (1) Three Wheeled Electric Sit Down Forklift and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Raphael Lafontaine

Supply Officer

Public Services and Procurement Canada

Acquisitions Branch

LEFTD - HS Division

L'Esplanade Laurier (LEL) East Tower, 4th floor

140, O'Connor Street, Ottawa (Ontario) K1A 0S5

Telephone: 613 296-5030

E-mail address: raphael.lafontaine@pwgsc-tpsgc.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 Procurement Authority

The Procurement Authority for the contract is:

To be inserted by PWGSC

Telephone: _____

Facsimile: _____

E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority; however, the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

To be inserted by PWGSC

Telephone: _____

Facsimile: _____

E-mail address: _____

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.

6.5.4 Contractor's Representative

General enquiries

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

6.5.5 After Sales Service

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

Distance between the delivery location and the dealer and/or agent: _____ km

Name: _____
Address: _____
Telephone No.: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price(s) specified in Annex A - Pricing, and as follows:

6.6.1.1 Basis of Payment

Firm lot prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

6.6.2 Electronic Payment of Invoices

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;

- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.6.3 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2017-08-17
H1001C	Multiple Payments	2008-05-12
C3015C	Exchange Rate Fluctuation Adjustment	2017-08-17

6.7 Invoicing

6.7.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
5. Each invoice must be supported by:
 - (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
7. Invoices must be distributed as follows:
 - (a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.
 - (b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - (c) One (1) copy must be forwarded to the consignee.

6.7.2 Holdback

1. Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Item 001) until delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service.
2. Subsequent to delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor must submit an invoice for the release of the Holdback in accordance with "Invoicing Instructions" found in this contract.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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.

6.9 Applicable Laws - Contract

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the 2010A (2018-06-21) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description dated 2018-10-24;
- (e) The Contractor's bid dated (to be inserted by PWGSC), as amended (to be inserted by PWGSC).

6.11 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
A9068C	Government Site Regulations	2010-01-11
B1501C	Electrical Equipment	2018-06-21
G1005C	Insurance	2016-01-28

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 Purchase Description and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.13 Preparation for Delivery

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

6.14 Shipping Instructions - Delivery at Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex A - Pricing) as specified below. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
2. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex A - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

6.15 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.

6.16 Post-Contract Award Meeting

Within ten (10) calendar days from the effective date of the 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 Technical Authority after contract award to review technical and contractual requirements. The Contractor must be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at Government of Canada facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Correctional Service of Canada and Public Works and Government Services Canada.

6.17 Tools and Loose Equipment

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

6.18 Assembly/Preparation at Delivery

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. The assembly/preparation must be performed at no additional cost to Canada.

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.

ANNEX A – PRICING

Item 001 – Three Wheeled Electric Sit Down Forklift (Firm Quantity)

The Contractor must deliver one (1) Three Wheeled Electric Sit Down Forklift and ancillary items such as but not limited to vehicle manuals, Material Safety Data Sheets, warranty letter and Initial Parts Kits including training in accordance with the attached Purchase Description dated 2018-10-24.

The Three Wheeled Electric Sit Down Forklift and ancillary items must be delivered to:

CORCAN National Warehouse and Distribution centre
1484 Centennial Dr.
PO Box 1174
Kingston ON K7L 4Y8

The contact person at destination is: (to be inserted by PWGSC).

Firm lot price of \$_____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

ANNEX B - ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX C – PURCHASE DESCRIPTION**CORCAN NATIONAL WAREHOUSE & DISTRIBUTION CENTRE FORKLIFT****3 WHEEL ELECTRIC SIT DOWN FORKLIFT****1. SCOPE**

1.1 Scope - This Purchase Description covers the requirements for electric 3-wheel sit-down rider counterbalance forklifts with features and attachments.

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

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

CAN/CSA Standards
B335 Safety Standards for Lift Trucks
Canadian Standards Association (CSA)
5060 Spectrum Way, Suite 100
Mississauga, Ontario, L4W 5N6
<http://www.csa.ca/cm/ca/en/home>

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

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

ANSI Standards
B56.1 Safety Standards for Low Lift and High Lift Trucks
American National Standards Institute
1899 L Street, NW, 11th Floor
Washington, DC, 20036
<http://www.ansi.org/>

ISO Standards
5353 Earth-moving machinery, and tractors and machinery for agriculture
and forestry – Seat index point
International Organisation for Standardisation
ISO Central Secrétariat
1, ch. de la Voie-Creuse
CP 56
CH 1211 Geneva 20
Switzerland
<http://www.iso.org/iso/home.htm>

3. REQUIREMENTS

3.1 Standard Design

- (a) The vehicle **must** be the latest model from a manufacturer who has demonstrated acceptability by selling this type and size class of vehicle for at least three (3) years;
- (b) The vehicle **must** include all components, equipment and accessories normally supplied for this application, although they may not specifically be described in this Purchase Description;
- (c) The vehicle **must** have engineering certification available for this application from the original manufacturers of major equipment, systems and assemblies;
- (d) The vehicle **must** conform to all applicable laws, regulations and industrial standards in effect in Canada at the time of manufacture. The regulatory areas may include but are not necessarily limited to manufacturing, health and safety, noise levels, environment and emissions; and
- (e) The vehicle and accessories **must** operate in accordance with all original equipment manufacturers' (OEM) rated capacities and performance specifications.

3.2 Operating Conditions

3.2.1 **Weather** - The vehicle **must** operate in temperatures ranging from 0 to 40°C.

3.2.2 **Terrain** - The vehicle **must** operate on use-roughened concrete floors while being used for stacking, un-stacking and moving general supplies in warehouses.

3.3 Safety Standards

3.3.1 **Vehicle Safety** - All vehicle design, construction and safety aspects **must** be in accordance with CSA B335 or an **Equivalent**.

3.3.2 **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) used in the manufacture and assembly of the product supplied.

3.3.3 **"E" Safety Rating** - The vehicle **must** be manufactured to meet the requirements of an "E" safety rating in accordance with Standard UL 583.

3.4 **Vehicle** - The vehicle **must** be a battery-powered, sit down rider type forklift.

3.4.1 Forklift Performance

- (a) The vehicle, with the standard mast and no accessories, **must** have a lift capacity of at least 1580 kg at the load centre.
- (b) The vehicle **must** have a lift height of at least 6096 mm measured from the floor to the top surface of the forks in the full-up position; and
- (c) The vehicle, with the mast in its lowest position, **must** pass under a horizontal beam with a height above ground level of 2,108 mm.

3.4.2 Forklift Configuration

- (a) The vehicle **must** have 3 wheels; and
- (b) 3-wheel vehicles **must** have a single steer wheel or a pair of wheels, which are pivoted together.

3.5 Equipment

(a) Standard Mast

- i The vehicle **must** be provided with a see-through telescopic 4 stage mast.
- ii The standard mast **must** have full free lift.

(b) Forks

- i The vehicle **must** be provided with standard forks having a nominal length of 1,016 mm to 1,066 mm; and

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

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

(e) Fire Extinguisher

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

(f) **Side Shifter** - The vehicle **must** be provided with a side shifter capable of shifting the fully loaded forks simultaneously at least 100 mm to both sides of the centreline;

3.6 Operator Station

(a) Overhead Guard

- i The vehicle *must* be provided with a driver's overhead guard with wire mesh or *Equivalent* mounted to protect operator; and
- ii The height from the seat point index to the underside of the overhead guard *must* be at least 890 mm in accordance with the recommendation in ANSI B56.1 when measured in accordance with ISO 5353.

(b) Suspension Seat

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

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

3.7 Chassis - Commercially Equipped

3.8 Motors - Commercially Equipped

3.9 Transmission - Commercially Equipped

3.10 Brake System - The braking system *must* conform to CSA B335.

3.11 Steering - Commercially Equipped

3.12 Tires

- (a) The vehicle *must* be provided with manufacturer's standard smooth face press-on tires; and
- (b) The tread material *must* be optimized for use on an electric forklift.

3.13 Controls - The vehicle *must* be provided with controls readily accessible to the operator including an infinitely variable speed controller with right foot operation.

3.14 Instruments - The instruments *must* be provided with an hour-meter with numerical read-out which records accumulated running time up to 9,999 hours and a battery state-of-charge indicator with lift interrupt.

3.15 Electrical System

- (a) The vehicle *must* be provided with an electrical system operating at no less than twenty four (24) volts;
- (b) The vehicle *must* be provided with a backup alarm to alert personnel that the vehicle is in back-up mode.
- (c) **600 V, 3 Phase Charger** - A charger *must* be supplied for connection to a 600-volt, three phase, 60Hz power source;
- (d) **Battery Watering System**
 - i The vehicle *must* be provided with a battery watering system;
 - ii The battery watering system *must* be supplied with a removable hose; and
 - iii The removable hose *must* be provided with a quick connect coupler.

3.16 Lighting

- (a) The vehicle *must* be provided with the manufacturer's lighting package;
- (b) **Work Lights**
 - i The vehicle *must* be provided with two (2) adjustable, forward facing LED work lights and one (1) adjustable, rear-facing LED work light; and
 - ii The work lights *must* provide illumination for forward and reverse operations of vehicle.
- (c) **Flashing Beacon**
 - i The vehicle *must* be provided with a red flashing beacon light mounted on the rear of the vehicle; and
 - ii The beacon *must* be activated when the vehicle transmission is in reverse.

3.17 Hydraulic System

- (a) The hydraulic system **must** be provided with all components required for the operation of the hydraulic actuators provided, including pump, reservoir, filters and control valves; and
- (b) The hydraulic reservoir **must** be provided with a visual oil level indicator.

3.18 Lubricants and Hydraulic Fluids

- (a) The vehicle **must** operate using synthetic non-proprietary lubricants and hydraulic fluids; and
- (b) Grease fittings provided on the vehicle **must** conform to SAE J534.

3.19 Paint - Commercially Equipped

3.20 **Identification** - The manufacturer's name, model and vehicle serial number **must** be permanently marked in a conspicuous and protected location.

4. INTEGRATED LOGISTIC ITEMS

4.1 Contractor Documentation and Integrated Logistic Items

4.1.2 Items Supplied with Each Vehicle

(a) Operator's Manual

- i An operator's manual for the safe vehicle operation including all supplied attachments **must** be supplied;
- ii The operator's manual **must** be supplied in a bilingual format or as 2 manuals (one English, and one French) in a single binder;
- iii In addition to the paper copy of the operator's manual, a digital copy on a CD, DVD **must** be supplied;
- iv The CD or DVD **must** be permanently and legibly labeled with the list of contents; and
- v The digital copy **must** not require a password or an Internet connection to be functional.

(b) Warranty Letter

- i A paper copy of the completed bilingual (English/French) warranty letter **must** be supplied;
- ii The Contractor **must** supply a complete description of the warranty in the warranty letter with the requested warranty terms and any system or sub system warranty that exceeds the minimum requested in the contractual documents;
- 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 Designated warranty providers **must** honour the warranty letter.

(c) Material Safety Data Sheets

- i The Contractor **must** supply a list, in searchable PDF on a CD/DVD-ROM, 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 material safety data sheets of all hazardous materials in the list.

4.1.4 Additional Items

(a) Initial Parts Kit

- i One initial parts kit **must** be supplied; and
- ii The initial parts kit **must** include a complete set of parts, including filters and filter elements required by the Original Equipment Manufacturer for the first year of scheduled maintenance.

(b) **Paper Maintenance Manuals** - Maintenance manuals in paper format, as published and available for the Canadian market, for the maintenance and repair of the vehicle, features and accessories **must** be supplied;

(c) Digital Maintenance Manuals

- i Searchable digital maintenance manuals, as published and available for the Canadian market, for maintenance and repair of the vehicle features and accessories **must** be supplied on a CD/DVD-ROM;
- ii The digital maintenance manuals **must** be in a PDF format;
- iii The digital format **must** not require a password or an Internet connection to be functional; and
- iv On-line maintenance manuals may be supplied in lieu of the digital maintenance manuals, however, this **must** be provided without subscription fees.

(d) **Paper Parts Manuals** - Parts manuals in paper format required for the vehicle, as published and available for the Canadian market, features and accessories **must** be supplied; and

(e) Digital Parts Manuals

- i Searchable digital parts manuals required for vehicle, as published and available for the Canadian market, features and accessories **must** be supplied on a CD/DVD-ROM;
- ii The digital maintenance manuals **must** be in a PDF Format;

- iii The digital format **must** not require a password or an Internet connection to be functional; and
- iv On-line parts manuals may be supplied in lieu of the digital parts manuals, however, this **must** be provided without subscription fees.

4.2 Training

(a) Training - Familiarization - English

- i The Contractor **must** supply a familiarization course in English;
- ii The course instructor **must** be an OEM Factory Certified Training Provider;
- iii The familiarization course **must** include operation and maintenance segments demonstrating all safety measures required for safe vehicle use, instructions on the use of all features and accessories provided and maintenance;
- iv The instructor **must** supply responses to questions;
- v The familiarization course **must** have a minimum duration of eight (8) hours;
- vi The familiarization course **must** accommodate up to eight (8) personnel;
- vii The familiarization course **must** be supplied at the delivery destination;
- viii The date for the familiarization course **must** be arranged with the **Technical Authority**.

(b) Training - Familiarization - French

- i The Contractor **must** supply a familiarization course in French;
- ii The course instructor **must** be an OEM Factory Certified Training Provider;
- iii The familiarization course **must** include operation and maintenance segments demonstrating all safety measures required for safe vehicle use, instructions on the use of all features and accessories provided and maintenance;
- iv The instructor **must** supply responses to questions;
- v The familiarization course **must** have a minimum duration of eight (8) hours;
- vi The familiarization course **must** accommodate up to eight (8) personnel;
- vii The familiarization course **must** be supplied at the delivery destination;
- viii The date for the familiarization course **must** be arranged with the **Technical Authority**.

(c) Training – Maintenance - English

- i The Contractor **must** supply a maintenance training course in English;
- ii The instructor **must** be an OEM Factory Certified Training Provider;
- iii The maintenance training course curriculum **must** include operation and maintenance safety precautions, preventive maintenance including servicing schedules, troubleshooting, testing and adjustments;
- iv The maintenance training course **must** have a minimum duration of four (4) days;
- v The maintenance training course **must** accommodate up to eight (8) maintenance personnel;
- vi The maintenance training course **must** be supplied at the delivery destination;
- vii The dates for the maintenance training course **must** be arranged with the **Technical Authority**.

(d) Training – Maintenance - French

- i The Contractor **must** supply a maintenance training course in French;
- ii The instructor **must** be an OEM Factory Certified Training Provider;
- iii The maintenance training course curriculum **must** include operation and maintenance safety precautions, preventive maintenance including servicing schedules, troubleshooting, testing and adjustments;
- iv The maintenance training course **must** have a minimum duration of four (4) days;
- v The maintenance training course **must** accommodate up to eight (8) maintenance personnel;
- vi The maintenance training course **must** be supplied at the delivery destination;
- vii The dates for the maintenance training course **must** be arranged with the **Technical Authority**.

(e) Training – Troubleshooting - English

- i The Contractor **must** supply a troubleshooting course in English;
- 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 eight (8) hours;
- 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**.

(f) Training – Troubleshooting - French

- i The Contractor **must** supply a troubleshooting course in French;
- 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 eight (8) hours;
- 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*.

ANNEX D - TECHNICAL INFORMATION QUESTIONNAIRE

The bidder must provide documentation and demonstrate in the bid that their proposed Forklift meets each and every criteria. Failure to provide supporting documentation may result in the bid being deemed non-responsive.

Company: _____ Proposed Make and Model: _____

Item #	Mandatory Criteria	Reference in Purchase Description	Reference in Bid
1	The vehicle must have a lifting capacity of at least 1580 kg at load centre (610 mm).	3.4.1a	
2	The vehicle must have a lift height of at least 6096 mm measured from the floor to the top surface of the forks in the full-up position	3.4.1b	
3	The vehicle, with the mast in its lowest position, must pass under a horizontal beam with a height above ground level of 2,108 mm	3.4.1c	
4	The vehicle must be provided with standard forks having a nominal length of 1,016 mm to 1,066 mm.	3.5b	