



**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 Forklifts, Telescopic Variable Reach	
Solicitation No. - N° de l'invitation 21C51-190104/A	Date 2020-01-20
Client Reference No. - N° de référence du client 3160104	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-658-78360	
File No. - N° de dossier hs658.21C51-190104	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-02-12	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Klassen-Hayes, Daphne	Buyer Id - Id de l'acheteur hs658
Telephone No. - N° de téléphone (613) 296-0230 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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 - Statement of Requirement for Telescopic Variable Reach Forklifts), Annex C – Mandatory Technical Criteria and Annex D - Electronic Payment Instruments.

1.2 Summary

Correctional Service Canada (CSC) has a requirement to purchase three (3) Telescopic Variable Reach Forklifts and ancillary items, in accordance with Annex A – Pricing, Annex B – the Purchase Description (Statement of Requirement for Telescopic Variable Reach Forklifts), dated (2019-08-13), and Annex C - Mandatory Technical Requirements

The requirement includes an option to purchase up to one (1) Telescopic Variable Reach Forklift and ancillary items in accordance with the Purchase Description (Statement of Requirement), to be exercised within twelve (12) months from the effective date of the contract.

1.3 Trade Agreements

The requirement is subject to the provisions of 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.

1.6 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 2 entitled Bidder Instructions and 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](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 (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 (2019-03-04) 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.

Note: For Bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 Mandatory Technical Criteria - Annex "C".

3.1.1 Substitutes and Alternatives

Bidders may propose substitutes and alternatives where equivalent is indicated in the technical requirement description Annex B – Statement of Requirement.

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.

- 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 and Annex A - Pricing.

Bidders should complete Annex A 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 D - Electronic Payment Instruments, to identify which ones are accepted.

If Annex D- 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

- 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.
- 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.
- 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).
- 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.
- 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 27 March, 2020, the best delivery that could be offered is as follows:

Item 001 – three (3) Telescopic Variable Reach Forklifts and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

3.1.4.2 Optional Quantity

The best delivery that could be offered is as follows:

Item 002 - If an option is exercised, up to one (1) Telescopic Variable Reach Forklift and ancillary items will be delivered within _____ weeks/calendar days.

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 and the delivery location, 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 Criteria

- (a) Bidders must demonstrate their compliance with all mandatory technical criteria identified in the Annex B - Statement of Requirement and in Annex "C", Mandatory Technical Criteria 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 Financial Evaluation

Bidders must provide with their bid all financial information requested in the bid solicitation at Annex A – Pricing, and in accordance to the Basis of Payment.

4.1.2.1 Mandatory Financial Criteria for Firm Quantity

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

4.1.2.2 Mandatory Financial Criteria for Optional Quantity

The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination (shipping cost extra), Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

The shipping cost will not be included in the financial evaluation.

4.1.3 Evaluated Aggregate Price

Bids will be evaluated on an aggregate price basis for the firm quantity, and the optional quantity as follows:

- a) the firm prices for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price per configuration of the firm quantity;

- b) the firm prices for the optional quantity will be multiplied by the identified quantity to obtain the evaluated price of the optional quantity;
- c) the sum of all evaluated prices will determine the evaluated aggregate price.

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

Only one (1) contract will be awarded.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 provide supply and deliver three (3) Telescopic Variable Reach Forklifts and ancillary items, in accordance with Annex A – Pricing and Annex B - Statement of Requirement, dated 2019-08-13.

An option is included to purchase up to one (1) Telescopic Variable Reach Forklift and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

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.

6.2.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described herein under the same conditions and at the prices and or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The option may be exercised at the discretion of Canada in whole or in part or in more than one occasion, up to the maximum quantity identified herein.

The Contracting Authority may exercise the option within twelve (12) months after contract award by sending a written notice to the Contractor.

The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional vehicles/equipment.

6.3 Standard Clauses and Conditions

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 (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".

Delete subsection 2 in its entirety and replace it with the following:

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

All other provisions of the warranty section remain in effect.

6.4 Term of Contract

6.4.1 Delivery Date

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

Firm Quantity

Item 001 – Three (3) Telescopic Variable Reach Forklifts and ancillary items must be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Optional Quantity

Item 002 - If the option is exercised, up to one (1) Telescopic Variable Reach Forklift and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days after an option is exercised.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point specified at Annex A - Pricing of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Daphne Klassen-Hayes
Supply Specialist
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: 613 296-0230
E-mail address: daphne.klassen-hayes@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 as follows:

6.6.1.1 Basis of Payment Type 1

Firm 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).

6.6.1.2 Basis of Payment Type 2

Firm Prices in Canadian dollars, Deliver Duty Paid at destination (shipping cost in accordance with Basis of Payment Type 3), Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable taxes are extra, as specified in Annex A – Pricing.

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

6.6.1.3 Basis of Payment Type 3

The Contractor will be reimbursed the actual shipping cost from the Contractor's Canadian facility or the Contractor's Canadian distribution point to the final destination without any allowance for profit and/or administrative overhead, in Canadian dollars and Applicable Taxes extra.

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).

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.

6.8 Certifications

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.

6.9 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 for Telescopic Variable Reach Forklifts, dated 2019-08-13;
- (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
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 Statement of 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 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

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid to (...named place of destination). 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.

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 a specified Federal Government facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, Correctional Services Canada and Public Works and Government Services Canada.

6.17 Progress Reports

The Contractor must prepare and submit a monthly progress report electronically to the Procurement Authority, Technical Authority and Contracting Authority.

The Contractor must answer the following questions:

- (i) Is the delivery of the vehicle/equipment and ancillary items on schedule?
- (ii) Is this requirement free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

6.18 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.

6.19 Assembly/Preparation at Delivery

If assembly/preparation is required at delivery, the Contractor must contact the Contracting Authority to make arrangements. If required, 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.

6.20 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 – Telescopic Variable Reach Forklift and ancillary items (Firm Quantity)

The Contractor must deliver three (3) Telescopic Variable Reach Forklifts and ancillary items such as but not limited to vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts in accordance with the attached Annex B – Statement of Requirement, dated 2019-08-13.

The Telescopic Variable Reach Forklifts and ancillary items must be delivered to:

CORCAN Community Industries
2410 11 Street West
Saskatoon, SK
S7M 1J6

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

Firm 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)

Item 002 – Telescopic Variable Reach Forklift and ancillary items (Optional Quantity)

If this option is exercised, the Contractor must deliver up to **One (1) Telescopic Variable Reach Forklift** and ancillary items such as but not limited to vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts Kits in accordance with the attached Annex B - Statement of Requirement dated 2019-08-13, and Annex C – Mandatory Technical Requirements.

Firm price of \$_____ per vehicle/equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 6, Basis of Payment Type 2.

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

Item 003 - Transportation Cost (Optional Quantities)

If an option is exercised in accordance with Item 002 above, the Contractor must deliver the vehicle /equipment to destination as follows:

Quantity: (to be inserted by PWGSC is an option is exercised)

The Telescopic Variable Reach Forklift and ancillary items must be delivered to:

(to be inserted by PWGSC if an option is exercised)

The contact person at destination is: (to be inserted by PWGSC if an option is exercised).

Actual shipping cost of \$(to be inserted by PWGSC if an option is exercised) per vehicle/equipment, for transportation cost, Delivered Duty Paid (named place of destination), in accordance with Part 6, Basis of Payment Type 3.

(Item 003 will not be included in the financial evaluation).

Item 004 – Extended Warranty Period

If the warranty period is extended for an additional period of _____ months/calendar days, the Contractor will be paid a firm unit price of \$_____ per vehicle /equipment, applicable taxes extra.

(Item 004 will not be included in the financial evaluation)

ANNEX B – STATEMENT OF REQUIREMENT

Statement of Requirement for Telescopic Variable Reach Forklifts

1.0 Scope

Correctional Services Canada has a requirement for the procurement of Telescopic Variable Reach Forklifts and Ancillary Attachments as follows:

1.1 Requirement

Telescopic Variable Reach Forklifts, each with Ancillary Attachments as identified in the Requirements Table below.

1. Products offered must be new, and model of the most current production.
2. Conform to all applicable laws, regulations and industrial standards governing manufactures, safety, noise levels and pollution in effect in Canada at the time of manufacture.

1.2 Abbreviations and Acronyms used in this Document

Abbreviation	Identification
CI	Community Industries Saskatchewan
CSC	Correctional Services Canada
DEF	Diesel Exhaust Fluid
DOC	Diesel Oxidation Catalyst
DPF	Diesel Particulate Filter
EPA	Environmental Protection Agency
HP	Horse Power
RPM	Revolutions per Minute
US	United States

1.3 Applicable Standards and Regulations

Standard/Regulation	Governing Body
Canadian Motor Vehicle Safety Regulations	Transport Canada
https://www.tc.gc.ca/eng/acts-regulations/regulations-crc-c1038.htm	
Canada Occupational Health and Safety Regulations	Department of Justice Canada
https://laws-lois.justice.gc.ca/eng/regulations/sor-86-304/index.html	
Safety Standards for Powered Industrial Trucks	Canadian Standards Association (CSA)
https://www.csagroup.org/	
Standard for Industrial Trucks, Internal Combustion Engine-Powered	Underwriters' Laboratories of Canada
https://canada.ul.com/	

1.4 Requirement Specification Table

Item	Item Description	Specification Requirement
1.	Forklift, Telescopic Variable Reach	
1.2	Operating Weight	Must have a maximum Operating weight of 13,000 lbs. as equipped
1.3	Lift Capacity	Must have lift capacity of up to 6,000 lbs
1.4	Lift Height	Must have lift height capability of twenty-five (25) ft.
1.5	Lift Height Capacity	At twenty-five (25) ft., must have weight load capacity (capability) of no less than three thousand (3,000) lbs.
1.6	Capacity of Forward Reach	Must have forward reach weight load capacity of a minimum of one thousand, six hundred and fifty (1,650) pounds (lbs.)
1.7	Boom	Lift cylinders must have hose burst protection built in

1.7.1		Must have quick release couplers
1.7.2		Must be Two (2) or three (3) stage telescoping type with one work light mounted on the boom to load at height in low light situations
1.8	Axle	Four (4) Wheel Drive
1.8.1	Steering Capability	Two (2) Wheel, Four (4) Wheel and Crab Steering
1.9	Transmission	Dual speed hydrostatic
1.10	Engine	Diesel
1.10.1		Must have a Power Rating Minimum 65 HP @2200 RPM
1.11		Must be equipped with a Locking Fuel Cap
1.12		Certified to US EPA Tier 4 Final without the use of a DPF, DEF or DOC
1.13		A fuel/water separator with drain must be incorporated into the fuel system
1.14		Anti-freeze protection to -35 degrees
1.15		Must be equipped with a Block heater
1.16	Operator Cab	The Operator's Seat must have standard seatbelt. The upholstered seat must have a variety of seating options to accommodate all operators and applications.
1.17		Operator's compartment must have a; Roll Over Protection System and Falling Objects Protection system.
1.18		Operator's compartment must have a roof window screen with protective bars to provide clear overhead visibility.
1.19		Single joystick boom control.
1.20		The Joystick function must be equipped with a manual disengage switch located inside the cab and within

		the operators reach while seated.
1.21		Unit must be equipped with an hour (run-time) meter.
1.22		Unit must be equipped with a fuel gauge.
1.23		Unit must be equipped with an audible alarm and/or individual indicator lights and /or gauge for the following: high engine temperature, high transmission temperature, battery charge, low engine oil pressure, low transmission oil pressure, air cleaner blocked.
1.24		The Operator Cab must be equipped with a face level fan adjustable in both speed and position.
1.25		Unit must have a clearly audible backup alarm and external safety beacon
1.26		Unit must have two (2) external front facing work lights and one external rear facing work light.
1.27	Quick Attachments	Capability to quick attach a general purpose bucket and 48" pallet forks
2.0	Attachment	One (1) General Purpose Bucket,
3.0	Attachment	One (1) set of 48" pallet forks,
4.0		Operator Manual English - Electronic and Paper
5.0		Service Manual English - Electronic and Paper
6.0		Parts Manual English - Electronic and Paper

ANNEX C- MANDATORY TECHNICAL CRITERIA

ITEM	MANDATORY TECHNICAL CRITERIA (MTC)	REFERENCE TO SUBSTANTIAL INFORMATION CAN BE FOUND AT PAGE IN THE BID:
MTC 1	Operating Weight Must have a maximum Operating weight of 13,000 lbs. as equipped	
MTC 2	Lift Capacity Must have lift capacity of up to 6,000 lbs	
MTC 3	Lift Height Must have lift height capability of twenty-five (25) ft.	
MTC 4	Axle Four (4) Wheel Drive	
MTC 5	Steering Capability Two (2) Wheel, Four (4) Wheel and Crab Steering	
MTC 6	Transmission Dual speed hydrostatic	
MTC 7	Engine Diesel Must have a Power Rating Minimum 65 HP @2200 RPM	
MTC 8	Operator Cab Operator's compartment must have a; Roll Over Protection System and Falling Objects Protection system	

** Note: all other specifications are covered with the Certification of Conformance, and therefore will be verified at the delivery stage*

ANNEX D - ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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);