



REQUEST FOR QUOTATION RFQ PS08042

SUPPLY AND DELIVERY OF ONE (1) FORKLIFT

Quotations will be received in the Courier Delivery Drop-Off Office, 1st Floor, Vancouver City Hall, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 up to the Closing Time: 3:00:00 P.M. City Hall Clock Time (as defined in Note 2 below), Tuesday May 20, 2008. This will not be opened publicly.

NOTES:

1. Quotations shall be in a sealed envelope or package marked with the Bidder's Name, the RFQ Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. DO NOT SUBMIT BY FAX.

All queries related to this RFQ shall be submitted
in writing to the attention of:

**Alison Hall
Buyer**

Fax: 604.873.7057 E-mail: purchasing@vancouver.ca

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PART A - INSTRUCTIONS TO BIDDERS**

NOTE: The definitions set out in Section 1.0 of Part B - General Conditions apply throughout this RFQ, including this Part A of this RFQ, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Description of Requirement

- 1.1 Quotations are invited for the supply and delivery of one (1) forklift as set out herein, for the City of Vancouver.
- 1.2 Bidders are required to submit a Quotation for the full Requirement only. Partial responses will be put aside and given no consideration.

2.0 Contract Term - Intentionally Omitted

3.0 Pricing

- 3.1 Pricing shall be held firm for ninety (90) days from the closing time and date of this RFQ.
- 3.2 Prices quoted will be in Canadian currency and exclusive of all taxes, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

4.0 Inquiries and Clarifications

- 4.1 It is the responsibility of the Bidder to thoroughly examine these documents and satisfy itself as to the full requirements of this RFQ. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, an addendum will be issued to all Bidders.

5.0 Inspection of Site - Intentionally Omitted

6.0 Submission of Quotation

- 6.1 The response to this RFQ with all accompanying schedules, appendices or addenda submitted by the Bidder will be received up to the closing time on the date and in the place shown on the title page of this RFQ (the "Closing Time"). The Quotation shall be submitted on the forms provided in a sealed envelope or package, marked with the Bidder's name and the RFQ title and number.
- 6.2 Quotations received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned. The City may elect to extend the Closing Time.
- 6.3 The Bidder shall submit two (2) copies of its Quotation on the form provided (Part D - Quotation Form) in accordance with the instructions stated herein.
- 6.4 The City's language used in its procurement documents and the responses thereto, shall be in English.
- 6.5 The Bidder must enter its corporate or legal business name on the final page of the Quotation Form. The Quotation Form must be signed in the place provided by an officer or employee having authority to bind the Bidder to the terms and conditions of this

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RFQ. All other pages of the Quotation Form must be initialled by the authorized signatory in the spaces provided.

- 6.6 Amendments to a Quotation may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Bidder's name and the RFQ title and number.
- 6.7 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 6.8 All costs associated with the preparation and submission of the Quotation, including any costs incurred by the Bidder after the Closing Time, will be borne solely by the Bidder.
- 6.9 By submitting a Quotation, the Bidder acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Bidder as a result of or arising out of submitting a Quotation for the proposed Contract, or due to the City's acceptance or non-acceptance of their Quotation or any breach by the City of the bid contract between the City and each of the Bidders or arising out of any contract award not made in accordance with the express or implied terms of the Quotation documents.

7.0 Conflict of Interest

- 7.1 By submitting a Quotation, the Bidder warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

8.0 Evaluation of Quotations

- 8.1 Quotations will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
 - a) the Bidder's ability to meet the Requirements, qualifications and competencies set out herein;
 - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
 - c) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
 - d) compliance with all City insurance requirements;
 - e) equipment quality, configuration, age and condition; and
 - f) any other criteria set out in the RFQ.

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- 8.2 The City may elect to short list some of the Bidders and require short listed Bidders to provide additional information or details, including making a presentation, supplying samples, demonstrations, and/or additional technical literature. Samples or items, when required, must be submitted within the time specified and at no expense to the City. If not destroyed in testing, they will be returned at the Bidder's request and expense.
- 8.3 Prior to Contract award, the Bidder must demonstrate financial stability. Should the City so request, the Bidder is required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 8.4 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Bidders without having any duty or obligation to advise any other Bidders or to allow them to vary its prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Bidder as a result of such negotiations or modifications.
- 8.5 All sub-contractors of the Bidder will be subject to the same evaluation process. It is the responsibility of the Bidder to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out herein.
- 8.6 Preference may be given to Quotations offering environmentally beneficial products or services.

9.0 Acceptance and Rejection of Quotations

- 9.1 Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:
- a) accept any Quotation;
 - b) reject any Quotation;
 - c) reject all Quotations;
 - d) accept a Quotation which is not the lowest Quotation;
 - e) accept a Quotation that deviates from the Requirements, Specifications or the conditions specified in this Quotation;
 - f) reject a Quotation even if it is the only Quotation received by the City;
 - g) accept all or any part of a Quotation; and
 - h) split the Requirements between one or more Bidders.
- 9.2 All Quotations shall be irrevocable and remain open for acceptance for at least ninety (90) days after the Closing Time, whether or not another Quotation has been accepted.

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- 9.3 Any deviations from the Requirements, specifications or the conditions specified in this RFQ, must be clearly stated in the Quotation. The City will be the sole judge as to what constitutes an acceptable Quotation deviation. If no deviations are indicated in the Quotation, the City will be entitled to interpret that the Bidder offers to perform in full compliance of the Requirements, Specifications and conditions stated herein.
- 9.4 The City may waive any non-compliance with the RFQ, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this RFQ and may elect to retain for consideration Quotations which are non-conforming, which do not contain the content or form required by the RFQ or which have not complied with the process for submission set out herein.

10.0 Award of Contract

- 10.1 Award of a Contract is contingent on funds being approved and the contract award being made by City Council, if applicable.
- 10.2 The City will notify the successful Bidder(s) in writing that it has been awarded the Contract.
- 10.3 The purchase order terms and conditions, excluding the provision titled “The City’s Offer”, will apply unless otherwise agreed in writing by the City.
- 10.4 The purchase order, the Quotation, the RFQ and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) Subject to Section 10.3, the City’s purchase order including the standard purchase order terms and conditions (which may be downloaded from www.city.vancouver.bc.ca/bid/);
 - b) Or any mutually agreed to amendments between the Bidder and the City;
 - c) The Quotation; and
 - d) The RFQ and any subsequent addenda.
- 10.5 Where the head office of the successful Bidder is located within the City of Vancouver and/or where the successful Bidder is required to perform the Service at a site located within the City of Vancouver, the successful Bidder is required to have a valid City of Vancouver business license prior to Contract execution.
- 10.6 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

11.0 Quantities

- 11.1 The quantities stated herein are the City’s best estimates of its requirements and should not be relied on. Actual quantities may vary.

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12.0 Brand Names

12.1 Unless otherwise stated, if and wherever the Specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or quality of goods, material, equipment and/or services only. It is not intended to rule out competition from equal brands or makes. If, however, a product other than that specified is offered, it is the Bidder's responsibility to name such a product in its Quotation. Evidence of equality in the form of samples may be requested.

13.0 Alternates and/or Variations to Specifications

13.1 Except where stated otherwise herein, the Specifications describe what is considered necessary to meet the performance requirements of the City and Bidders should bid in accordance with such Specifications, or if the Bidder cannot meet the Specifications, the Bidder may offer an alternative which it believes to be the equivalent.

13.2 Bidders shall clearly indicate any variances from the City's Specifications or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.

13.3 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Bidder wishes to offer an alternative, the alternative Quotation shall be submitted separately in the same format as the initial Quotation.

13.4 The City is not obligated to accept any alternatives.

13.5 The City will determine what constitutes allowable variations.

14.0 Freedom of Information and Protection of Privacy Act

14.1 Proponents should note that the City of Vancouver is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

15.0 Confidentiality

15.1 Information about the City obtained by Bidders must not be disclosed unless prior written authorization is obtained from the City.

15.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

16.0 Special Conditions

16.1 Where Special Conditions are attached herein and there is a conflict, the Special Conditions shall take precedence over the Instructions to Bidders and General Conditions set out in this RFQ.

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1.0 Definitions

The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

“Act of God” means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;

“Bidder” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Quotation form set out in Part D of this RFQ;

“City” means the municipal corporation, generally known as the City of Vancouver, as described under the Vancouver Charter;

“City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

“Closing Time” means the closing date, time, and place as set out on the title page of this RFQ;

“Contract” means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;

“Contract Documents” means the purchase order, the Contractor’s Quotation, the RFQ and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

“Contractor” means the successful Bidder individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded the Contract;

“Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;

“Delivery Site” means 250 West 70th Avenue, Vancouver, B.C., V5X 2X1, unless otherwise stated in this RFQ;

“F.O.B.” means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as “F.O.B.”;

“GST” means the goods and services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;

“OHS Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time.

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“PST” means British Columbia provincial sales tax and any successor tax or levies therefore in force from time-to-time;

“Quotation” means the Bidder’s offer made on the Quotation form set out on Part D of this RFQ with all appendices or addenda submitted by the Bidder in response to the RFQ;

“RFQ” means this Invitation to Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C - Special Conditions; Part D- Quotation Form; Appendix 1 - Certificate of Insurance; and any additional attachments listed in the Table of Contents;

“Requirements” means all of the Specifications, requirements and services set out in the RFQ that describes the general requirements that the goods, materials, equipment and services must meet and the Contractor must provide;

“Security Clearance” means the security clearance required by the City from time to time for personnel being allowed access to any City owned property/site;

“Unit” means one (1) forklift including chassis, cab, carriage, mast and forks as defined in Part D Section 4.0;

“Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;

“Work Site” means the site where the Work is being performed.

2.0 Sub-contractors

- 2.1 All sub-contractors are the responsibility of the Contractor.
- 2.2 The Contractor shall be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 2.3 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.
- 2.4 No sub-contractors will be permitted except those expressly named by the Contractor in Section 6.1 of Part D - quotation form or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.

3.0 Independent Contractor

- 3.1 The Contractor, its sub-contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

4.0 Assignment

- 4.1 Subject to Sections 2.4 and 4.2, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Work or any of the Contractor’s obligations of the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in

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each case the prior written consent of the City which consent the City may arbitrarily withhold.

4.2 Despite Section 4.1, the Contractor may utilize those sub-contractors expressly named in Section 6.1 of Part D - Quotation Form but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, sub-contract, or let out as task work their obligations under the Contract documents, except in accordance with Section 4.1 above.

4.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

5.0 Time of the Essence

5.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

6.0 Laws, Permits and Regulations

6.1 The laws of British Columbia shall govern the Contract.

6.2 All provisions of the International Sale of Goods Act are specifically excluded from application of this Contract.

6.3 In carrying out its obligations hereunder, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

7.0 Inspection

7.1 The services are subject to inspection and in case any of the services are not in conformity with the Requirements of the Contract or the Contractors' warranty (expressed or implied), the City shall have the right either to reject them or to require correction.

7.2 The City shall be the final judge of the services and materials in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final.

7.3 The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.

8.0 Quality of Workmanship and Materials

8.1 The Contractor shall perform the services with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance

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with sound current professional practices and conforming to the requirements set out in the RFQ.

- 8.2 Materials, goods and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials of equipment.
- 8.3 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

9.0 Warranty

- 9.1 The Contractor warrants that the goods, materials, equipment and/or services supplied by the Contractor to the City will be in full conformity with the Specifications as well as samples, if any, then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (BC).
- 9.2 The Contractor further warrants that the goods, materials and/or equipment are of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the ITT.
- 9.3 Equipment and materials shall be new, free and clear of all liens, charges and encumbrances, the latest model, and shall be complete with all necessary accessories for operation. All equipment and materials shall be at the risk of the Contractor until delivered to and accepted by the City.
- 9.4 At a minimum, a one (1) year parts and labour warranty shall be provided on all goods, materials, equipment and/or services provided under the Contract.
- 9.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

10.0 Indemnification

- 10.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 10.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 10.3 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

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11.0 Termination

- 11.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
 - b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
 - c) any failure of the Contractor to meet the safety requirements of the Contract;
 - d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contracts; or
 - e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.
- 11.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such services and/or goods as have been supplied up to the date of the termination of the Contract(s).
- 11.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods, materials, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

12.0 Payments

- 12.1 The Contractor shall be paid net 30 days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.

13.0 Taxes

- 13.1 Unless otherwise provided herein, the Contractor shall pay all sales or excise taxes in force during the term of the Contract, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract(s).
- 13.2 Invoices shall show the appropriate amounts for GST and PST.

14.0 Non-resident Withholding Tax

- 14.1 Regulation 105(1) of the Canadian Income Tax Act requires that payments to non-residents for any work performed in Canada are subject to a Non-resident Withholding Tax of 15%. Exemption from this withholding tax is available in some circumstances,

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but the Contractor must apply directly to the Canada Revenue Agency (CRA) at least 30 days before commencing the Work.

15.0 No Promotion of Relationship

- 15.1 The Contractor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of the Contract). The Contractor undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any communication or matter whatsoever as a basis to create an association, express or implied, between the Contractor and the IOC, the Olympics or the Olympic Movement.

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1.0 Additional Evaluation Criteria

- 1.1 In addition to the evaluation criteria set out in Part A of this RFQ, the following criteria, which are not in any order of importance, will be taken into consideration during the City's evaluation of the Quotation:
- a) Machine reliability;
 - b) Training;
 - c) Noise Level;
 - d) Dealer support and availability of parts;
 - e) Demonstration;
 - f) Delivery lead time;
 - g) Warranty; and
 - h) Ease of Operations.

2.0 Option to Purchase Additional Units

- 2.1 The City shall have the right to purchase one (1) additional identical Forklift over the next twelve (12) months at the price set out in the Tender.

3.0 Protection of Person and Property

- 3.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the services, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor, or its employees.
- 3.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the services being done.

4.0 Clean Up - Intentionally Omitted

5.0 Insurance Requirements

- 5.1 The Proponent is advised to refer to the Certificate of Insurance [Appendix 2]. This is the type of certificate that the City would require should the Proponent be selected as the successful Proponent.
- 5.2 Proponents are to submit with their Proposals a Certificate of Existing Insurance in the form set out in the attached Certificate of Existing Insurance [Appendix 1] as evidence of their existing insurance coverage. Appendix 1 may be amended where appropriate to add the types of insurance currently carried by the Proponent which are not explicitly referenced on the Certificate.

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- 5.3 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its sub-contractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below.
- 5.4 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, number, policy holder, and scope of work.
- 5.5 The Contractor and each of its sub-contractors shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- 5.6 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 5.7 The insurance coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.
- 5.8 Prior to commencement of this Contract, the Contractor shall provide the City with evidence of all required insurance to be taken out in the form of the attached Certificate of Insurance supported by a certified copy(s) of the policy(s). The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, during the term of this agreement, the Contractor shall covenant and agree to comply with all its insurance obligations described herein. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies shall be made available to Risk and Emergency Management at any time during the term of the Contract upon request.
- 5.9 The Contractor shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Director of Risk Management detailed certificate of insurance for the policies it has obtained from its sub-contractors and a copy of the insurance clauses so provided in the said agreements.
- 5.10 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- a) Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and its respective officers, officials, employees, servants and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

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The limit of commercial general liability insurance shall be not less than five million dollars (\$5,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations.

The policy of insurance shall:

- (i) be on an occurrence form;
- (ii) add the City and its officials, officers, employees and agents as additional insureds;
- (iii) contain a cross-liability or severability of interest clause;
- (iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

b) Third Party Auto Liability Insurance

The Contractor will maintain and cause its sub-contractors to maintain Third Party Auto Legal Liability Insurance in an amount not less than five million (\$5,000,000) dollars per occurrence and Physical Damage Insurance for all vehicles owned, leased or operated by the Contractor in connection with this Contract.

c) All Risk Property Insurance

The Contractor will maintain all risks insurance protecting the Contractor and the City against physical loss or damage to each Unit and all components thereof in an amount of not less than the full Contract price and which insurance will terminate only upon safe delivery to and acceptance by the City. The policy will name the City as additional insured and loss payee with respect to its interest and will contain a waiver of subrogation in favour of the City. The policy will contain a deductible of no more than five thousand (\$5,000) dollars for each and every claim.

6.0 WorkSafeBC Compliance

6.1 Prior to commencing any services on the City's site, the Contractor must provide evidence that it is in good standing with WorkSafeBC. The Contractor is responsible for having the site secured in accordance with WorkSafeBC safety regulations and ensures that no danger shall befall the public at any time during the performance of the Services.

- a) *Payment of WorkSafeBC Assessments* - The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Worker's Compensation Board coverage against any monies owing by the City to the

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Contractor. The City shall have the right to withhold payment under this Contract until the Worker's Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.

- b) *Designation of Contractor as Prime Contractor* - The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the WorkSafeBC OHS Regulation.
- c) *Prime Contractor's Obligations* - Without in any way limiting the Contractor's obligations under the WorkSafeBC OHS Regulation, and by way of example only, the Contractor will:
 - (i) Appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Site,
 - (ii) Provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WorkSafeBC OHS Regulation.
- d) *General WorkSafeBC Obligations* - In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to WorkSafeBC and will ensure that all City and WorkSafeBC safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Subcontractors, workers, material suppliers and others engaged in the performance of this Contract.
- e) *Notice of Project* - Intentionally Omitted
- f) *Initial Proof of WorkSafeBC Registration/Good Standing* - Within five (5) Business Days of the City delivering the Notice of Award to the Contractor, the Contractor will provide the City with the Contractor's and all Sub-Contractor's WorkSafeBC registration numbers.
- g) *Subsequent Proof of WorkSafeBC Registration/Good Standing* - Within five (5) Business Days of the City delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Sub-Contractors are registered in good standing with WorkSafeBC and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.
- h) *Pre-Contract Hazard Assessment* - Intentionally Omitted
- i) *Special Indemnity Against WorkSafeBC Non-Compliance* - The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
 - (i) Unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,

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- (ii) The acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC OHS Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or
- (iii) Any breach of the Contractor's obligations under this General Condition.

7.0 Character of Workers

- 7.1 On the written request of the City, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:
 - a) Lack of or failure to obtain any required Security Clearance;
 - b) Intoxication;
 - c) Use of foul, profane, vulgar or obscene language or gestures;
 - d) Solicitation of gratuities or tips from any person for services performed under this Agreement;
 - e) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
 - f) Any action which may constitute a public nuisance or disorderly conduct.
- 7.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Sub-Contractor or agent has been removed from further involvement with this Agreement.

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Bidder's Name: _____ "Bidder"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Attach additional pages immediately behind this page for sub-contractors, if applicable.

To the City of Vancouver,

The undersigned Bidder, having carefully read and examined the RFQ including the Instructions to Bidders, General Conditions, Special Conditions, Requirements, Specifications and all addenda and having full knowledge of the Requirements described herein, does offer to provide the goods, materials, equipment and/or services in accordance with the Specifications, terms and conditions set out in the RFQ (except as noted herein) and in accordance with the pricing set out in the Quotation form.

1.0 Compliance

1.1 By initialling each item, the Bidder acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements.

Section Title	Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A</u> Instructions to Bidders			
<u>Part B</u> General Conditions			
<u>Part C</u> Special Conditions			
<u>Part D</u> Quotation Form			

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2.0 References

2.1 The following is a list of references for similar goods, materials, equipment and/or services supplied by the Bidder to other clients. The Bidder agrees that the City may contact these references at its discretion. In addition, the City may also contact any other organization for the purposes of evaluating the Bidder's company and Quotation.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

3.0 Schedule of Quantities and Prices:

Item	Qty.	Description	Units Price	Total
1	1	Forklift in accordance with the Specifications set out herein. Make: _____ Model Year and No.: _____ Provincial Environmental Levy	\$ _____ \$ _____	\$ _____ \$ _____
TOTAL:				

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3.1 Options:

Item	Qty.	Description	Units Price	Total
a.	1	Air Conditioning (Item 1, Section H.1)	\$ _____	\$ _____
b.	1	Fork Adjustment (Item 1, Section H.2)	\$ _____	\$ _____
c.	1	Cab Heater (Item 1, Section H.3)	\$ _____	\$ _____
d.	1	Pre-Cleaner (Item 1, Section H.4)	\$ _____	\$ _____
TOTAL:				\$ _____

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4.0 Detailed Requirements and Compliance Matrix

<p>Item 1 FORKLIFTS</p> <p>Specifications</p> <p><i>(Tenderers: do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Tenderers to indicate compliance or deviations with specifications below</p>
<p>General Specifications</p> <p>A general purpose forklift suitable for both indoor and outdoor use. Unit must have a minimum lift capacity of 7000kg (15,400lbs) at 24" (61 cm) load centre. The unit will be used for general heavy and light lifts, warehousing tasks, sling pipe bundles, shoring sets and other materials into the back of dump trucks and moving "dead" equipment and general loading/unloading of trucks. The unit shall comply with all regulations and requirements as outlined by the Workers Compensation Board of British Columbia.</p> <p><u>State:</u> Make, model and year of manufacture.</p>	

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<p>A. CAB AND CHASSIS</p> <p>1. <u>Cab</u></p> <p>The unit must have a cab. The cab shall be manufactured and designed to ensure compliance with Workers Compensation Board (WCB) of B.C. Regulations. Cab design must incorporate features to ensure operator visibility from all directions, including the overhead portion. Overhead portion of the cab to include a Lexan "rain cover" of minimum 12"x 24" in size. Cab to have removable doors.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If the unit comes with a cab 2. Compliance with current WCB regulations. 3. Rain cover Material and size. 4. If removable doors supplied. 	
<p>2. <u>Operator Entry/Exit</u></p> <p>The chassis shall include an operator's "grab handle" and an open step, not to exceed 16" (41 cm) from the ground.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If grab handles supplied. 2. Distance of first step. 	

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<p>3. <u>Dimensions</u> The unit may be operated in confined working spaces. Manoeuvrability, turning radius and overall dimensions are important. Maximum wheelbase must not exceed 90" (228 cm). Chassis shall not exceed an overall width of 80" (203 cm) at the widest point. Chassis length shall not exceed of 145" (368 cm) measured from the counterweight to face of fork. Overall height from ground to top of mast in lowered position must be less than 115" (292 cm). The maximum turning radius measured from the outside line shall not exceed 136" (345 cm). Minimum ground clearance of unit at lowest protruding point when loaded shall be 7" (18 cm).</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Wheelbase. 2. Width at the widest point. 3. Length from the counterweight to face of fork. 4. Overall unit height to overhead guard. 5. Overall height to top of mast in lowered position. 6. Turning radius. 7. Minimum ground clearance. 	
<p>4. <u>Instrumentation</u> The instrument panel shall contain instruments or warning devices for the following functions:</p> <ul style="list-style-type: none"> - fuel gauge/propane level indicator; - coolant temperature; - transmission temperature/pressure gauges; - charging system indication; - engine oil pressure; - engine hour meter; - air filter indicator. <p>Indicate opposite each described item whether gauge or warning indicator type.</p> <p><u>State:</u> Any other gauges offered.</p>	

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	Model No.
	Year:
	Tenderers to indicate compliance or deviations with specifications below
<p>5. <u>Weigh Scales</u> Unit to come with weigh scales and a weight display inside the cab giving the operator a continuous read of the weight being carried. Scale display to have both imperial and metric units.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Wheelbase. 2. Width at the widest point. 	
<p>6. <u>Steering</u> An adjustable tilt steering wheel to accommodate various size operators. Direction controlled shall be accomplished through a hydrostatic type power steering system. Steering wheel to have a spinner knob.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Steering wheel adjustment. 2. If power steering system supplied. 3. If spinner knob is supplied. 	
<p>7. <u>Operators Seat</u> Unit must include an operator's four (4) way adjustable seat featuring hip restraints and lumbar support. Preferred seat material is a fabric. Seat must be fitted with 3" (7.5 cm) occupant seat belts in compliance with the WCB Regulations of B.C.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Seat construction and type of material. 2. Seat belt compliance with WCB. 	

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<p>B. ENGINE AND DRIVE</p> <p>1. <u>Engine</u> Engine must be liquid propane gas fuelled internal combustion type. Minimum of 100 SAE horsepower rating at no more than 2,100 RPM. Minimum 300 lb.-ft. torque at no more than 1,600 RPM required. Please provide ratings for engine when running on liquid propane gas fuel only.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make and model of engine. 2. SAE horsepower at rated RPM 3. Torque rating at given RPM. 	
<p>2. <u>Fuel</u> Unit must operate with liquid propane gas fuel. A swing out and or swing down liquid propane gas tank holder permitting ease of tank replacement by operators. Unit must come with pre-installed two liquid propane gas cylinders with approximately 35L capacity each.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If liquid propane gas tank holder offered as per above spec. 2. Number of Cylinders supplied. 3. Capacity of each cylinder in liters. <p><u>Provide:</u> Drawing or photo of liquid propane gas tank holder.</p>	
<p>3. <u>Battery</u> 12 volt battery, vibration-resistant type.</p> <p><u>State:</u> Make and model of battery offered.</p>	

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<p style="text-align: center;">Item 1 FORKLIFTS</p> <p style="text-align: center;">Specifications</p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	Make:
	Model No.
	Year:
	Tenderers to indicate compliance or deviations with specifications below
<p>4. <u>Start Safety Switch</u> A neutral start safety switch shall be integrated into electronic control system.</p> <p><u>State:</u> Type of safety start control.</p>	
<p>5. <u>Transmission</u> Application requires a minimum two speed power-shift type transmission shifted through electronic controls. Forward/reverse shifting must achieved by a steering column shifter.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Type of transmission and mode of control if not as specified. 2. Mode of shift control. 	
<p>6. <u>Drive Axle</u> Axle shafts are to be full floating type.</p> <p><u>State:</u> Compliance.</p>	
<p>7. <u>Service Brakes</u> Unit must have self-adjusting service brakes located at either end of the drive axle.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Type of service brake. 2. Size of brake drum. 	

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<p>8. Tires and Wheels Drive and steering wheels shall be solid pneumatic type. Tires to be solid rubber Eurosoft Lug WP 8.25-15 press on type.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Drive axle wheel size. 2. Steering axle wheel size. 3. Make of tires. 4. Size(s) of tires supplied. 	
<p>C. MAST AND CARRIAGE</p> <p>1. Mast A three (3) stage mast, having a lift height from ground to top of fork of approximately 210" (533 cm). The mast should have tilt controls with a minimum range of 6° forward and 6° backward due to the type of fabrications being carried and dump requirements. Unit must have a minimum lift capacity of 7000kg (15,432lbs) at 24" (61 cm) load centre. Prefer a means provided to automatically override the operators control and mitigate potential for tipping unit forward, should load exceed height and weight limits.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Maximum height reach. 2. Forward tilt. 3. Backward tilt. 4. Minimum lift capacity of 7000kg (15,432lbs) at 24" (61 cm) load centre 5. Forward tipping automatic control limit system type. 	

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<p>2. Carriage The lift truck carriage shall be complete with standard backrest and be a hook type, having a minimum capacity of 7000 kg (15,432 lbs) or more at 24" (61 cm) load centre at full height reach of 210" (533 cm) including a minimum 8" (20 cm) side shift. Integral hook type carriage with hydraulically operated side shift operation control located with hydraulic controls in the cab.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Back rest height. 2. Hook type carriage. 3. Carriage capacity. 4. Maximum certified lift capacity with standard forks (i.e. 2.5" x 6" x 48" (5 cm x 15 cm x 106 cm) as specified.) 5. If side shift operation to is hydraulically operated. 6. If side shift operation is located with hydraulic controls in the cab. 	
<p>3. Forks The unit shall be equipped with a standard set of half tapered forks with a bevelled tip and dimensions of 2.5" x 6" x 48" (5 cm x 15 cm x 106 cm). The tip of each fork shall have a 3/4" (2 cm) diameter hole with the centre of the hole set 4" (10 cm) from the tip of the fork. The forks with the hole must be in full compliance with WCB regulations. The unit to have a means to automatically level the forks at the horizontal.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Fork dimensions. 2. Hole dimension. 3. Fork hole location. 4. Type of levelling control. <p><u>Provide:</u> A letter, at the time of delivery, stating that holes in forks were provided by forklift manufacturer and are in full compliance with WCB Regulations.</p>	

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<p>4. <u>Lighting</u> Unit to be equipped with four (4) front forward facing working lights and a minimum of two (2) rear facing working lights, Two of the forward facing work lights to be located closer to the top of the mast and other two to be located closer to the middle of the mast. prefer having beam adjustment ability. Work lights to be “Grote” or COV approved equivalent. Forklift to come with stop-tail-turn light and a backup light.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Number and type of forward facing lights. 2. Number and type of rearward facing lights. 3. If beams are adjustable. 4. Make, Model and Wattage of each light. 5. if the unit comes with stop-tail-turn and backup lights. 	
<p>5. <u>Warning Beacon</u> Unit to be equipped with an amber strobe Ultrastar 4 (Part No. 250821-02 light and a variable reverse audible alarm.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Amber beacon Make and model. 2. If backup alarm offered as per spec. 	
<p>D. <u>MISCELLANEOUS</u></p> <p>1. <u>Compliance</u> Vehicle must be in full compliance with current regulations as governed by the WCB of B.C.</p> <p><u>State:</u> Compliance.</p>	

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<p>2. <u>Parts/Labor Warranty</u></p> <p>A minimum warranty, and parts availability guarantee for the life of the unit shall be applicable to the tendered body and associated components. If unit experiences downtime greater than 48 consecutive hours (not business hours) due to parts availability, and/or warranty related defects, the Contractor shall provide the City an equivalent unit or compensate the City of Vancouver the cost of unit for the downtime based on the City's internal rental rate costs for the machine. Contractor to ensure 48 hour unit/parts guarantee in writing. Local product support must be available in the lower mainland area through an established dealership.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Supplier warrantable period. 2. Hours of day parts service is available. 3. Nearest factory depot. 4. Dollar value of parts stocked locally by your firm for unit offered. 5. If 48 hour unit/parts guarantee supplied. 6. If local product support is available. 7. Name and location of dealership. 	
<p>3. <u>Keys</u></p> <p>Four (4) full sets of keys to be provided at time of vehicle delivery.</p> <p><u>State:</u></p> <p>What is offered.</p>	

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<p>4. <u>Manuals</u> Manuals must be provided to City at time of delivery of each Unit.</p> <p>Manuals for each Unit must include:</p> <ul style="list-style-type: none"> • Three (3) copies of parts manuals. • Three (3) copies of service/maintenance manuals. • Three (3) copies of repair manuals • Two (2) copies of operator manuals. • Three (3) copies of the wiring schematics. • Detailed lubrication chart <p>Please note that CD/DVD versions of manuals are preferred.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If complies. 2. Titles of all the manuals that will be provided at time of delivery. 3. Which manuals will be available in CD/DVD format. 4. Which manuals, if any, are also published on the internet for access by Contractor's customers and for updating purposes and if so, how often are they updated? 5. Are these manuals different from the ones provided during the training courses or not? If identical, please confirm. If not, please describe differences. 	
<p>5. <u>Demo</u> A demo of the tendered Unit must be provided to the City upon request for evaluation purposes within two weeks from the request of the equipment engineer. Demo to take place with City crews at City site as determined by the Equipment Engineer.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If an identical demo unit is available as stated above. 2. Earliest demo date. 	

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PART D - QUOTATION FORM**

<p>Item 1 FORKLIFTS</p> <p>Specifications</p> <p><i>(Tenderers: do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Tenderers to indicate compliance or deviations with specifications below</p>
<p>6. <u>Training</u></p> <p>Each training instructor must be fully trained in all aspects of the Unit’s operation and maintenance and have at least one year of operation/repair/service experience with the Unit being supplied. All training session(s) to take place at the Delivery Site on the following terms and conditions.</p> <p>Maintenance training to include two identical sessions outlining prescribed maintenance, diagnostics, and most common repair procedures for the Unit. One session to take place between the hours of 7am and 3pm and another between the hours of 3pm and 11pm in both cases on a business day. Each session will provide at least 4 hours of instruction and will be scheduled by the City and will be provided on the date selected by the City. The City will give the Contractor at least 7 days’ prior written notice of the scheduled time and will endeavour to schedule the sessions within two weeks before or two weeks after the arrival of the first Unit(s) to the Delivery Site.</p> <p>Operator training to include two identical sessions outlining all information needed for an operator to safely and efficiently operate the Unit. Each session will provide at least 3 hours of instruction between 7 am and 3 pm on a business day and will be scheduled by the City and will be provided on the date selected by the City. The City will give the Contractor at least 7 days’ prior written notice of the scheduled time and will endeavour to schedule the sessions within two weeks before or two weeks after the arrival of the first Unit(s) to the Delivery Site.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If complies. 2. Names and experience of training instructors to be used. 3. Course outline/subject description for maintenance training sessions and also for operator training sessions. 4. Description of training methodology and aids used (CDs, DVDs, etc). 5. Are there any pre-requisites for the trainees in either course? If so, what are these pre-requisites? 	

**REQUEST FOR QUOTATION NO. RFQ08042
SUPPLY AND DELIVERY ONE (1) FORKLIFT
PART D - QUOTATION FORM**

<p>Item 1 FORKLIFTS</p> <p>Specifications</p> <p><i>(Tenderers: do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Tenderers to indicate compliance or deviations with specifications below</p>
<p>7. Delivery The Units must be delivered FOB to Manitoba Works Yard 250 West 70th Avenue Vancouver, BC V5X 2X1.</p> <p>The City prefers delivery times which are as close as possible to the date of issuance of a Notice of Award to the successful Tenderer.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If Units will be delivered FOB to the Manitoba Works Yard. 2. Number of days from date of notice of award of Tender to the date of delivery. 	
<p>H. OPTIONS</p> <ol style="list-style-type: none"> 1. <u>Air Conidtioning</u> 	
<ol style="list-style-type: none"> 2. <u>Fork Adjustment</u> Hydraulically operated fork space adjustment relative to the other fork from within the cab with operation control located with hydraulic controls. 	
<ol style="list-style-type: none"> 3. <u>Cab Heater</u> A cab heater for outdoor operation during winter. 	
<ol style="list-style-type: none"> 4. <u>Pre-cleaner</u> A "cyclonic" type pre-cleaner for engine intake system. 	

**REQUEST FOR QUOTATION NO. RFQ08042
SUPPLY AND DELIVERY ONE (1) FORKLIFT
PART D - QUOTATION FORM**

5.0 Other - Intentionally Omitted

6.0 Sub-contractors

6.1 The sub-contractors to be used in the performance of the Contract are listed below. (If no sub-contractors will be used, indicate "Not Applicable").

Company Name, Address	Contact Name	Telephone No.	Area of Responsibility

7.0 Bidder's Declaration

The undersigned Bidder confirms that it has read and agreed to the conditions stated in the RFQ and that any deviations have been clearly noted herein.

The Bidder agrees that if this Quotation is accepted within ninety (90) calendar days from the Closing Time, the undersigned Bidder agrees to supply the City of Vancouver with all or any part of the items upon which prices are stated, at the price set opposite each item and to deliver the same at the designated point or points within the time specified, and in accordance with the Terms and Conditions set forth in the Quotation.

Authorized Signatory for the Bidder _____
Date

Name and Title *(please print)*

To be Initialed at Quotation Opening:

Manager, Materials Management or designate

Witness



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND SUBMITTED ALONG WITH
PROPOSAL/TENDER**

Section 2 through 8 - to be completed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.

NAMED INSURED *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

BUSINESS TRADE NAME or DBA DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____	Insured Values (Replacement Cost) -
TYPE OF COVERAGE _____	Building and Tenants Improvement \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:

<input checked="" type="checkbox"/> Personal Injury	INSURER _____
<input checked="" type="checkbox"/> Property Damage including Loss of Use	POLICY NUMBER _____
<input checked="" type="checkbox"/> Products and Completed Operations	POLICY PERIOD From _____ to _____
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
<input checked="" type="checkbox"/> Employees as Additional Insureds	Per Occurrence \$ _____
<input checked="" type="checkbox"/> Blanket Contractual Liability	Aggregate \$ _____
<input checked="" type="checkbox"/> Non-Owned Auto Liability	All Risk Tenant's Legal Liability \$ _____
	Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE**

INSURER _____	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
POLICY NUMBER _____	Per Occurrence \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	Limits of Liability
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

 PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Dated _____



CERTIFICATE OF INSURANCE

Section 8 b) - to be completed by City staff. Select # of days Written Notice is required.
 Section 2 through 7 - to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4

And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED: *(must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)*

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

3. PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests (All Risks Coverage including Earthquake and Flood)

INSURER: _____	INSURED VALUES: (Replacement Cost)
TYPE OF COVERAGE: _____	Building and Tenants Improvement: \$ _____
POLICY NUMBER: _____	Contents and Equipment: \$ _____
POLICY PERIOD: From _____ to _____	Deductible Per Loss: \$ _____

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:

- Personal Injury
- Products and Completed Operations
- Cross Liability or Severability of Interest
- Employees as Additional Insureds
- Blanket Contractual Liability
- Non-Owned Auto Liability

INSURER: _____	LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
POLICY NUMBER: _____	Per Occurrence: \$ _____
POLICY PERIOD: From _____ to _____	Aggregate: \$ _____
	All Risk Tenant's Legal Liability: \$ _____
	Deductible Per Occurrence: \$ _____

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles

INSURER: _____	LIMITS OF LIABILITY:
POLICY NUMBER: _____	Combined Single Limit: \$ _____
POLICY PERIOD: From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. UMBRELLA OR EXCESS LIABILITY INSURANCE

INSURER: _____	LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
POLICY NUMBER: _____	Per Occurrence: \$ _____
POLICY PERIOD: From _____ to _____	Aggregate: \$ _____
	Self-Insured Retention: \$ _____

7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) - Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. POLICY PROVISIONS:

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
- b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated: _____

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER