



RETURN BIDS TO : - RETOURNER LES SOUMISSION À:

**Canada Revenue Agency
Agence du revenu du Canada**
See herein / Voir dans ce document

Proposal to: Canada Revenue Agency

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 and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : l'Agence du revenu du Canada

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

Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out)

Raison sociale et adresse du Soumissionnaire (s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)

Bidder is required to identify below the name and title of the individual authorized to sign on behalf of the Bidder – Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire

Name /Nom

Title/Titre

Signature

Date (yyyy-mm-dd)/(aaaa-mm-jj)
(____)_____

Telephone No. – No de téléphone
(____)_____

Fax No. – No de télécopieur

E-mail address – Adresse de courriel

REQUEST FOR PROPOSAL

Title Narrow Aisle Double Reach/Deep Reach Electric Forklift Truck	
Solicitation No. 1000321911	Date October 3, 2014
Solicitation closes on – November 17, 2014 at 2:00 P.M.	Time zone EST- Eastern Standard Time
Contracting Authority Christina Eryuzlu Address –See herein E-mail address – See herein	
Telephone No. (613) 995-4811	
Fax No. (613) 957-6655	
Destination See herein	
THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.	



REQUEST FOR PROPOSAL (RFP)

Title: Narrow Aisle Double Reach/Deep Reach Electric Forklift Truck

PART 1 GENERAL INFORMATION

1.1 INTRODUCTION

The solicitation is divided into seven parts plus attachments and 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 solicitation;

Part 3 Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation and 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 by bidders

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.

The Attachments include:

Attachment 1: Mandatory Criteria

Attachment 2: Financial Proposal

Attachment 3: Certifications required to be submitted at time of bid closing.

Attachment 4: Certifications required to be submitted prior to contract award

The Annexes include:

Annex A: Statement of Requirement

Annex B: Basis of Payment



1.2 SUMMARY

The Canada Revenue Agency (CRA) has a requirement for one (1) Narrow Aisle Double Reach/Deep Reach Electric Forklift Truck complete with a battery and a battery charger. Delivery of the Narrow Aisle Double Reach/Deep Reach Electric Forklift Truck will be to a Government of Canada warehouse facility located in Winnipeg Manitoba. The complete delivery must be made by March 31, 2015.

This requirement includes the option for CRA to purchase additional Narrow Aisle Double Reach/Deep Reach Electric Forklift Trucks if required for deliveries to Canada Revenue Agency sites outlined in Annex A-1.

The CRA is seeking to issue a three (3) year contract, with two (2) one-year option periods.

1.3 GLOSSARY OF TERMS

TERM	DEFINITION
"Canada", "Crown", "Her Majesty" or "the Government"	Refers to Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA).
Contract or This Contract	The Articles of Agreement, the specified general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.
CRA	Canada Revenue Agency
Day/Month/Year	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
DDP	Delivered Duty Paid
Environmentally Preferable	Products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. The comparison may consider raw materiel acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service
EST	Eastern Standard Time
Green Product	A product that is less harmful to the environment throughout its lifecycle than the next best alternative, having characteristics including, but not limited to the following: <ul style="list-style-type: none"> • Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life; • Biodegradable - will not take a long time to decompose in landfill; • Contains recycled material (post-consumer recycled content preferred); • Minimal packaging (take-back and reuse/recycling by the supplier preferred); • Reusable and/or contains reusable parts; • Contains no or minimal hazardous substances; • Produces fewer and/or less polluting by-products during manufacture, distribution, use and disposal;



TERM	DEFINITION
	<ul style="list-style-type: none"> • Produces the minimal amount of hazardous substances during production; use and disposal; • Makes efficient use of resources - a product that uses energy, fuel or water more efficiently or that uses less paper, ink or other resources; and/or • Durable - has a long economically useful life and/or can be economically repaired or upgraded.
Legal Name	means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations.
Operating Name	means the name that is legally protected and used in the course of its business by a company, corporation or other entity legally constituted as a legal person, or by the individual.
Project	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
Proposal	A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid”
RFP	Request for Proposal
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
SOR	Statement of Requirement
Sustainable Development	An internationally recognized concept that embodies social, economic and environmental dimensions. It recognizes the fact that a healthy economy contributes to quality of life, which are both critically dependent on the protection of air, land, water and ecosystems that these resources support. The concept is intergenerational, ensuring that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.
Tendering Authority	Canada Revenue Agency

1.4 DEBRIEFINGS

Bidders may request a debriefing on the results of the solicitation process. Bidders should make the request to the Contracting Authority within ten (10) calendar days of receipt of the results of the solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 BIDDER INSTRUCTIONS

2.1 MANDATORY REQUIREMENTS

Wherever the words “shall”, “must” and “will” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will not be considered further.

2.2 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

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

2.2.1 REVISIONS TO STANDARD INSTRUCTIONS 2003

The 2003 (2013-06-01) Standard Instructions - Goods or Services – Competitive Requirements as revised herein, are incorporated by reference into and form part of the solicitation.

Section 01 titled “Code of Conduct and Certifications – Bid”, is revised as follows:

Subsection 1 is hereby deleted in its entirety and replaced with:

1. Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
 - a. payment of a contingency fee to a person to whom the [Lobbying Act](#) (1985, c. 44 (4th Supp.)) applies;
 - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

Subsection 4, delete reference to: (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) and replace with: (Consent to a Criminal Record Verification form).

Section 02 titled “Procurement Business Number”, is hereby deleted in its entirety and replaced with:

Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>.

Section 03 titled “Standard Instructions, Clauses and Conditions”, “Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c.16),” is hereby deleted.

Section 05 titled “Submission of Bids”, paragraph 2 (d) is deleted in its entirety and replaced with the following: “(d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.”

Section 05 titled “Submission of Bids” paragraph 4, delete sixty (60) days and replace with ninety (90) days.

Section 06, titled “Late Bids”, reference to “PWGSC” is hereby deleted and replaced with CRA.

Section 07 titled “Delayed Bids”, all references to “PWGSC” are hereby deleted and replaced with “CRA”.

Section 08 titled “Transmission by Facsimile”, this section is not applicable to this solicitation and is hereby deleted.



Section 11 titled "Rights of Canada", add the following:

- h) accept, or waive, a non material error of form in a Bidder's proposal or, where practical to do so, request a Bidder to correct a non material error of form in the Bidder's proposal provided there is no change in the price quoted;
- i) award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
- j) retain all proposals submitted in response to this bid solicitation.

Section 12 titled "Rejection of Bid", delete subsections 1(a) and 1(b) in their entirety.

Section 17 titled "Joint Venture" delete in its entirety and replace with the following:

17 Joint Venture

1. Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission (in Attachment 3) that they are bidding as a contractual joint venture and shall provide the following information.
 - a) the name of the contractual joint venture;
 - b) the name of each member of the contractual joint venture;
 - c) the Procurement Business Number of each member of the contractual joint venture;
 - d) a certification signed by each member of the joint venture representing and warranting:
 - (i) the name of the joint venture (if applicable);
 - (ii) the members of the joint venture;
 - (iii) the Business Numbers (BN) of each member of the joint venture;
 - (iv) the effective date of formation of the joint venture;
 - (v) that the joint venture continues to be in effect as of the date of the bid submission; and
 - (vi) that each member of the joint venture has appointed and granted full authority to the specified member of the joint venture (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award (if the joint venture is awarded a contract), including but not limited to Contract Amendments and Task Authorizations.
 - e) the name of the representative of the joint venture (the "Lead Member"), i.e. the member chosen by the other members to act on their behalf.
2. Notwithstanding that the joint venture members have appointed one of the members of the joint venture to act as the representative of the joint venture, the bid including any certifications to be submitted as part of the bid, as well as any resulting contract must be signed by all the members of the joint venture.
3. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.
4. In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract amendments may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).
5. The Bidder shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after bid submission. Any change in the membership of a contractual joint venture after bid submission without the prior written approval of the Contracting Authority shall result in elimination of the bid or if such change occurs after contract award shall be deemed to be default under the Contract.



Section 20 titled "Further Information", Paragraph 2 is hereby deleted and replaced with the following: Enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

2.3 SUBMISSION OF PROPOSALS

When responding, the proposal SHALL be delivered to the Bid Receiving Unit address indicated below by the time and date indicated on Page 1.

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency
Bid Receiving Unit
Ottawa Technology Centre
Receiving Dock
875 Heron Road, Room D-95
Ottawa, ON K1A 1A2

Telephone No: (613) 941-1618

Bidders are hereby advised that the Bid Receiving Unit of CRA is open Monday to Friday inclusive, between the hours of 0730 and 1530, excluding Statutory Holidays.

ELECTRONIC BIDS WILL NOT BE ACCEPTED. Due to the nature of this solicitation, electronic transmissions of a proposal by such means as electronic mail or facsimile is not considered to be practical and therefore will not be accepted.

2.4 COMMUNICATIONS - SOLICITATION PERIOD

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the solicitation must be directed only to the Contracting Authority identified in the solicitation. Failure to comply with the request may result in the bid being declared non-responsive.

Bidders should reference as accurately as possible the numbered item of the 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 question 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.

All enquiries regarding the RFP must be submitted in writing to the Contracting Authority named below as early as possible within the solicitation period to allow sufficient time to provide a response. The following schedule applies to this RFP:

RFP 1000321911 released:	<i>October 3, 2014</i>
First deadline for questions on RFP: (at Noon EDT)	<i>October 14, 2014</i>
RFP Amendment (Q&A) released (estimated)	<i>October 20, 2014</i>
Second deadline for questions on RFP: (at Noon EDT)	<i>October 29, 2014</i>
RFP Amendment (Q&A) released (estimated)	<i>November 7, 2014</i>
RFP closing date:	<i>November 17, 2014</i>



To ensure consistency and quality of information provided to suppliers, the Contracting Authority will simultaneously distribute any information with respect to significant inquiries received and the replies to such inquiries, without revealing the sources of the inquiries, by way of a formal RFP Amendment.

Meetings will not be held with individual Bidders prior to the closing date and time of this RFP.

2.5 CONTRACTING AUTHORITY

The Contracting Authority is:

Name: Christina Eryuzlu

Telephone Number: (613) 995-4811

Fax Number: (613) 957-6655

E-mail address: Christina.Eryuzlu@cra-arc.gc.ca

2.6 AMENDMENTS TO BIDDER'S PROPOSAL

Notwithstanding the Rights of Canada, amendments to the Bidder's proposal will not be accepted after the RFP closing date and time.

2.7 APPLICABLE LAWS

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

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



PART 3 PROPOSAL PREPARATION INSTRUCTIONS

CRA requests that bidders provide their bid in separately bound sections as follows:

Section I Technical Proposal

The technical proposal should demonstrate the Bidder’s understanding of the requirements of the Statement of Requirement and explain how they will meet the mandatory criteria detailed in Attachment 1.

The technical proposal should address clearly and in sufficient depth the items that are subject to the evaluation criteria. Simply repeating the statement contained in the solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Bidder must complete and sign the front page (page 1) of the RFP and return it with their submitted proposal. The Bidder’s complete legal name must be properly set out on the front page.

Section II Financial Proposal

The Bidder shall provide prices for the goods requested in the Statement of Requirement, using the format outlined in Attachment 2: Financial Proposal. The total amount of Applicable Taxes must be shown separately, if applicable.

Prices must appear in the financial proposal only. Pricing information must not be indicated in any other section of the proposal.

Exchange Rate Fluctuation Risk Mitigation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered.

Section III Certifications

Please refer to Part 5 “Certifications” of this document for more details on the certifications that are required for this solicitation.

3.1 NUMBER OF COPIES

The Bidder is requested to submit the following number of printed and soft copies of the separately bound sections as follows:

SECTION	ORIGINAL MASTER (HARD COPY)	NUMBER OF PRINTED <u>COPIES</u>	NUMBER OF SOFT COPIES CD-ROM, DVD
Technical Proposal	1	1	1
Financial Proposal	1	0	0
Certifications	1	0	0
Supporting Information	1	1	1

The soft copies must be provided in a format that is compatible with:

- Microsoft Office 2010
- Supporting information can be provided in Adobe PDF format.



The master copy (one original hard copy) must be clearly labelled and contain original signatures. If there is a discrepancy between the wording of the soft copy and the printed copy, the wording of the master copy will have priority over the wording of the soft copy.

3.2 BID FORMAT

CRA requests that the Bidder follow the format instructions described below in the preparation of their bid:

- Use recycled-fibre content paper and two-sided printing. Reduction in the size of documents will contribute to CRA's sustainable development initiatives and reduce waste;
- Use 8.5 inch x 11 inch (or equivalent metric dimensions) bond paper and avoid the use of colour and glossy formats
- Use a numbering system corresponding to that of the RFP and Statement of Requirement. All references to descriptive material, technical manuals and brochures should be included in the bidder's proposal.

3.3 PRIORITY OF DOCUMENTS FOR REQUEST FOR PROPOSAL

The documents listed below form part of and are incorporated into this Request for Proposal.

If there is any conflict or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence over the wording of any document that subsequently appears on the list.

- a) This Request for Proposal and Attachments 1-4, and any amendments; excluding Part 7 Model Contract and Annexes A to B;
- b) Standard Instructions 2003, (2013-06-01) Goods or Services – Competitive Requirements as amended in section 2.2 of this RFP;
- c) Part 7 – Model Contract;
- d) General Conditions 2030 (2013-06-27), Higher Complexity – Goods, as amended in the Model Contract in Section 7.8.1 of the RFP;
- e) Annex A – Statement of Requirement and any attachments;
- f) Annex B – Basis of Payment.



PART 4 EVALUATION AND SELECTION

4.1 GENERAL

A committee composed of representatives of CRA will evaluate the proposals on behalf of the Agency. The services of independent consultants may be called upon to assist in the evaluation of, or in the validation of, specific aspects of the solution proposed. CRA reserves the right to engage any independent consultant, or use any Government resources, which it deems necessary to evaluate any proposal.

Proposals will be evaluated in accordance with the evaluation criteria identified in Attachment 1 and in conjunction with the Statement of Requirement (SOR). Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

Bidders are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written proposal.

Canada will evaluate the bid only on the documentation provided as part of the bid. References in a bid to additional information not submitted with the bid, such as website addresses where additional information can be found or technical manuals or brochures not submitted with the bid will not be considered in the evaluation of the bid.

4.2 STEPS IN THE EVALUATION PROCESS

The selection process to determine the successful Bidder will be carried out as follows:

Notwithstanding Steps 1 and 2 below, in order to expedite the evaluation process, CRA reserves the right to conduct Step 3 - Evaluation of Financial Proposals concurrently with Steps 1 and 2. Should CRA elect to conduct Step 3 prior to the completion of Step 2, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory and rated sections until the completion of Steps 1 and 2. However, if the Contracting Authority is able to ascertain that a proposal is non-responsive by virtue of incomplete information or an error in the financial proposal, the Contracting Authority will advise the team evaluating the mandatory and rated sections that the proposal is not compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2 despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3".

Please note that all numbers and figures used in the Point-Rated and Financial Evaluation will be rounded to two decimal places.

STEP 1 – EVALUATION AGAINST MANDATORY CRITERIA

All bids will be evaluated to determine if the mandatory requirements detailed in Attachment 1 "Mandatory Criteria" have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

STEP 2 – EVALUATION AGAINST POINT-RATED CRITERIA

Point-rated criteria do not apply to this requirement.

STEP 3 – EVALUATION OF FINANCIAL PROPOSALS

Only technically compliant bids meeting all of the requirements detailed in Step 1 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2: Financial Proposal. Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.

Bidders must provide a price for each item identified in the format specified in Attachment 2: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.



Should there be an error in the extended pricing of the bid, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the bid shall be changed to reflect the quantities stated in the RFP.

Should the Bidder not provide a price (for example: the space is left blank or struck through or the letters N/A or the words “no charge” or “included”) for one or more items in Attachment 2: Financial Proposal the following steps will be taken:

1. The CRA Contracting Authority will notify the Bidder of any omission(s) in its financial proposal and give it the opportunity to withdraw its bid, or agree to the following process:
 - If the Bidder does not wish to withdraw its bid, the CRA will insert a price of \$0.00 for evaluation purposes, for all cells in which financial information is omitted. The corresponding price of \$0.00 would also be reflected in any resulting contract and the Bidder would be obliged to honour those prices for the period of the contract, including any option period, as applicable.
 - The Bidder must advise the Contracting Authority of its decision to withdraw the bid or agree to the process described above in writing, within two **(2) business days** of notification. If the Bidder does not respond within the two (2) business days, CRA will render the bid non-responsive and the bid will receive no further consideration.

STEP 4 – BASIS OF SELECTION

A bid must comply with the requirements of the solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price will be considered the highest ranked Bidder and will be recommended for award of a contract.

STEP 5 –SELECTION

The Bidder with the highest ranked responsive bid as described above will be considered the successful Bidder for this requirement and will be recommended for award of a contract.

STEP 6 – CONDITIONS PRECEDENT TO CONTRACT AWARD

The Bidder recommended for award of a Contract must meet the requirements provided in Attachment 4 “Certifications” and Part 6 “Security, Financial and Other Requirements” of this RFP.

STEP 7 – CONTRACT ENTRY

The Bidder(s) with the highest ranked responsive bid and meeting all the requirements listed above will be recommended for award of a contract.



PART 5 CERTIFICATIONS

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

Canada will declare a bid non-responsive if:

- Certifications are completed incorrectly; or
- Legal name is not provided; or
- Required signatures are missing; or
- Certifications are not submitted as requested.

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 in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

The Bidder must submit the original of the completed **Attachment 3**: "Certifications required to be submitted at time of bid closing" along with its bid, by the bid closing date.

When notified by the Contracting Authority, the Bidder shall submit the original of the completed **Attachment 4**: "Certifications required to be submitted prior to contract award" at the time and date specified by the Contracting Authority. However, at their discretion, Bidders may submit these certifications with their proposal.

The Bidder should contact the Contracting Authority if they require further clarification on any certification.



PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 SECURITY REQUIREMENTS

All contractor personnel must be escorted while on CRA premises.



PART 7 MODEL CONTRACT

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

7.1 AGENCY RESTRUCTURING

In cases where the Contracting Authority's department or agency is being reconfigured, absorbed by another government department or agency, or disbanded entirely, the Commissioner may, by giving notice to the Contractor, designate another Contracting Authority for all or part of the Contract.

7.2 REQUIREMENT

The Contractor must perform the Work in accordance with the Statement of Requirements (SOR) at Annex A.

7.3 PERIOD OF CONTRACT

The period of the Contract is three (3) years from the date of Contract award.

7.4 OPTIONS

7.4.1 OPTION TO EXTEND THE CONTRACT

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority may exercise an option at any time before the expiry of the Contract by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.2 OPTION TO PURCHASE ADDITIONAL QUANTITIES

The Contractor grants to Canada the irrevocable option to acquire the goods described at Appendix A: Statement of Requirements of the Contract under the same terms and 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 Contracting Authority may exercise an option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.4.3 OPTION TO ADD, REMOVE OR MODIFY PRODUCTS, SERVICES AND/OR LOCATIONS

Where the need may arise due to a shift in legislation, policy or program requirements, CRA reserves the right to add or remove products, accessories, services and/or locations from the Contract, as well as modify items.

In the event that the CRA requires an additional or modified product or service, or requires delivery to a CRA location not included in the present Contract, the Contractor will be asked to provide a price quote for the additional or modified product or service, or the new CRA location, in priority over any other potential vendor.

The option to add, remove or modify products, services or CRA delivery locations may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise this option at any time before the expiry of the Contract by sending a written notice to the Contractor.



7.5 TECHNOLOGY SUBSTITUTION/REFRESH

In the event a product, component or device identified in Annex A SOR or in the Contractor's proposal which has been delivered and installed at a CRA site becomes obsolete during the period of the Contract and a replacement is proposed by the Contractor, the replacement product, component or device must provide the same or better functionality, operability, interface/configuration and support management requirements identified in Annex A: Statement of Requirement or in the Contractor's proposal, and must be provided at no additional cost to CRA. Any training required as a result of a substitution shall be at no cost to CRA.

In the event a product, component or device identified in Annex A SOR or in the Contractor's proposal which is an optional component and has not been delivered and installed at a CRA site becomes obsolete during the period of the Contract and a replacement is proposed by the Contractor, the replacement product, component or device must provide the same or better functionality, operability, interface/configuration and support management requirements identified in Annex A – Statement of Requirement or in the Contractor's proposal, and must be provided at a price not to exceed the option ceiling pricing in Annex B - Basis of Payment for the component or device being replaced. Any training required as a result of a substitution shall be at no cost to CRA.

The Contractor must submit a Request for Technical Substitution to the Technical Authority.

Any Technical Substitution must be approved in writing by the Technical Authority identified above and will result in a Contract Amendment being issued by the Contracting Authority identified above. The technical substitution will only be considered accepted once a formal notification by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment

7.6 SECURITY REQUIREMENTS

Contractor personnel must be escorted at all times while on CRA premises

7.7 AUTHORITIES

7.7.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Christina Eryuzlu
Telephone Number: (613) 995-4811
Fax Number: (613) 957-6655
E-mail address: Christina.Eryuzlu@cra-arc.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.

7.7.2 TECHNICAL AUTHORITY

The Technical Authority is the representative of the CRA 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.

All work carried out under this Contract is to be performed to the satisfaction of the Technical Authority or a designated representative in accordance with the terms and conditions of this Contract. Should the work or any portions thereof not be satisfactory, the Technical Authority reserve the right to reject it, in part or in its entirety, and to require its correction before recommending payment.



The Technical Authority will be responsible for:

- arranging for access to Crown facilities and equipment;
- review and inspection of all invoices submitted;
- inspection and acceptance of all work performed as detailed in this contract;
- defining any proposed changes to the scope of work.

To be completed at the time of Contract award.

Name: _____
 Address: _____
 Telephone Number: _____
 Fax Number: _____
 E-mail Address: _____

7.7.3 CONTRACTOR'S REPRESENTATIVE

Name: _____
 Address: _____
 Telephone Number: _____
 Fax Number: _____
 E-mail Address: _____

7.8 STANDARD ACQUISITION CLAUSES AND CONDITIONS (SACC)

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

7.8.1 GENERAL CONDITIONS

2030 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Section 01 titled "Interpretation" the definition of "Canada", "Crown", "Her Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA) ".

Section 02 titled "Standard Clauses and Conditions" is hereby amended to delete the phrase "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16,". The remainder of Section 02 remains unchanged.

Section 22 titled "Warranty", subsection (4) is hereby deleted and replaced with:
The Contractor must pay the transportation costs associated with returning any Work or part thereof to the Contractor's plant pursuant to subsection (3) as well as the transportation costs associated with forwarding the replacement or returning the Work or part thereof when rectified to the delivery point required to transport the Work or part thereof to another location directed by the CRA Purchaser.

Section 23 titled "Confidentiality",

- Subsection 5 is hereby amended to delete: Public Works and Government Services (PWGSC) and insert Canada Revenue Agency (CRA).
- Subsection 6 is hereby amended to delete:



“PWGSC *Industrial Security Manual* and its supplements”, and insert: “Security Requirements for the Protection of Sensitive Information” issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 23 remains unchanged.

Section 43 titled “Code of Conduct and Certifications - Contract”, subsection 1 is hereby deleted in its entirety and replaced with:

The Contractor must comply with the terms set out in this section.

7.9 ACCESS TO FACILITIES AND EQUIPMENT

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

7.10 IDENTIFICATION BADGE

Any person assigned to the performance of any part of the Work that is performed on government premises must wear in a conspicuous place the identification badge issued to that person by Canada.

7.11 SITE REGULATIONS

The Contractor must comply with all rules, instructions and directives in force on the site where the Work is performed.

7.12 PACKAGING AND SHIPPING

The Contractor must deliver equipment to the delivery destination specified on the order. All items supplied shall remain the responsibility of the Contractor until delivered and installed. Packaging and shipping shall be in accordance with industry standards in order to ensure safe arrival at destination.

It is the Agency's objective to promote sustainable development initiatives by purchasing environmentally preferable products, where possible, as well as encouraging vendors to use best practices in packaging and delivery to reduce environmental impacts.

All packaging material is to be removed from the site by the Contractor for reuse, recycling, or be disposed of in an environmentally preferable manner.

7.13 DELIVERY

Delivery for the firm requirement:

The forklift and all accessories must be delivered to the Technical Authority by March 31, 2015.

Delivery for optional quantities:

The forklift and all accessories must be delivered to the Technical Authority within 120 calendar days of amendment receipt.



7.14 BASIS OF PAYMENT

The Contractor will be paid a firm unit price for the goods described at Annex A: SOR, in accordance with Annex B: Basis of Payment.

LIMITATION OF PRICE

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.15 TERMS OF PAYMENT

Payment by CRA to the Contractor for the Work shall be made by:

7.15.1 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

7.16 METHOD OF PAYMENT

The Contractor will be paid using direct deposit. All communications regarding the specific method of payment, including changes thereto, will be in writing via email as it's not Canada's desire to formally amend this Contract if the payment method is changed.

At its sole discretion Canada may change the method of payment at any time during the period of the Contract, including any extension thereto.

It is the sole responsibility of the Contractor to ensure that their organization is entitled to receive payment from the Government of Canada.

7.16.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (**2013-06-27**) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-fill-09e.pdf>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (**2013-06-27**) forming part of this Contract will not apply, until the Contractor corrects the matter.



7.17 TRAVEL AND LIVING EXPENSES

The CRA will not cover any travel and living expenses.

7.18 TAXES – FOREIGN BASED CONTRACTOR TAXES

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

7.19 INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the Technical Authority of the Contract, identified under the section entitled "Authorities", for certification and payment.
 - a) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.20 CERTIFICATIONS

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the contract. If the Contractor does not comply with any certification, fails to provide the associated information, or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.21 JOINT VENTURE

If the Contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of the Contract.

In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract Amendments, may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

The Contractor shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after Contract Award. Any change in the membership of a contractual joint venture after Contract Award without the prior written approval of the Contracting Authority shall be deemed to be default under the Contract.

The joint venture represents and warrants that it has appointed and granted full authority to (*name to be inserted at Contract Award*), the "Lead Member", to act on behalf of all members as its representative for the purposes of



executing documentation relating to the Contract, including but not limited to Contract Amendments and Task Authorizations.

In the event of a contractual joint venture, all payments due and owing to the joint venture shall be made by the Canada Revenue Agency to the Lead Member of the joint venture. Any such payment to the Lead Member of the joint venture shall be deemed to be payment to the joint venture and shall act as a release from all the members of the joint venture.

By giving notice to the Lead Member the Canada Revenue Agency will be deemed to have given notice to all the members of the joint venture.

7.22 APPLICABLE LAWS

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

7.23 PRIORITY OF DOCUMENTS

If there is any conflict or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence over the wording of any document that subsequently appears on the list.

- a) The Articles of Agreement including all Annexes:
 - Annex A: Statement of Requirements and Attachments;
 - Annex B: Basis of Payment;
- b) The General Conditions 2030 (2013-06-27), Higher Complexity – Goods;
- c) The Solicitation No. 1000321911 dated October 3 2014, including any amendments thereto;
- d) The Contractor's proposal dated _____ *(to be inserted at contract award)*.

7.24 FOREIGN NATIONALS

7.24.1 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.24.2 Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



7.25 INSURANCE REQUIREMENTS

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.26 ALTERNATIVE DISPUTE RESOLUTION

NEGOTIATION FOLLOWED BY MANDATORY MEDIATION, THEN, IF NECESSARY BY ARBITRATION OR LITIGATION

The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, any dispute arising out of or related to this contract or any breach thereof.

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. The mediator will be chosen from a roster of qualified mediators maintained by the Canada Revenue Agency. All costs shall be shared equally between the disputing parties.

If a dispute cannot be settled with a 15 calendar day period after the mediator has been appointed, or if the parties are unable to select a mediator within 15 calendar days of the date of provision of notice by one party to the other of the intention to proceed to mediation, or such longer period as agreed to by the parties, the parties shall have the right to resort to any remedies permitted by law, including but not limited to arbitration or litigation.

All defences based on the passage of time shall be tolled pending the termination of the mediation.

7.26.1 Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (I) of the Department of Public Works and Government Services Act will, on request and consent of the parties, participate in these meetings to resolve any such dispute, and subject to their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail [at boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

7.27 CONTRACT ADMINISTRATION

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (I) of the *Department of Public Works and Government Services Act* will review a complaint filed by *[the supplier or the contractor or the name the entity awarded this contract]* respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.28 ANNEXES

The following Annexes apply to and form part of the Contract:

ANNEX A: STATEMENT OF REQUIREMENTS
ANNEX B: BASIS OF PAYMENT



ATTACHMENT 1: MANDATORY CRITERIA

1. EVALUATION PROCEDURES

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. Bids failing to adequately respond to ALL mandatory requirements will be considered non-responsive and will be given no further consideration.

2. MANDATORY TECHNICAL CRITERIA

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive.

Mandatory Characteristic	Mandatory Requirement	Bidder should indicate where in their proposal documentation can be found to support compliance
Forklift Style	Narrow Aisle Double Reach/Deep Reach	
Mast type	2-stage or 3-stage	
Integrated side shift	Yes	
Minimum penetration distance from mast	52 inches	
Minimum Lift height at fork level	145 inches	
Top most point of Forklift	Not to exceed 94 inches	
Backrest carriage/load support	Not to exceed 36 inches	
Capacity at rated load centre	Minimum 3,000 pounds	
Drive type	Electric	
Type of operation	Side Stance	
Fork dimensions (h/w/l)	Height must range within; 1.4 to 1.8 inches Width must range within; 3.5 to 4 inches Length must be 42 inches	
Baseleg overall width	Must range within 43 to 46 inches	



Mandatory Characteristic	Mandatory Requirement	Bidder should indicate where in their proposal documentation can be found to support compliance
Baseleg Height	Must not exceed 5 inches	
Service brake	Electric or Hydraulic	
Minimum Battery voltage	36 volts	
Type of drive control	AC (Alternate Current)	
Power Steering	Electric or Hydraulic	
Floor	Cushioned/Anti-fatigue Mat	
Tires	Non-pneumatic Non- Marking	

Mandatory Features and Functions	Bidder should indicate where in their proposal documentation can be found to support compliance
Text indicator display highlighting vehicle data including: operating hours and battery charge. The system shall store service data information.	
Mast/fork carriage must tilt angle forward and backward.	
A limiter must be provided that can restrict the raised mast height to 150" (inches) at the fork level.	
Progressive lowering brake valve to allow equal lowering speed with and without load.	
Multifunctional control handle that will allow the operator to travel, lift and use auxiliary function simultaneously.	
Clear view mast and fork carriage design to allow for operator visibility.	
Warning light and audible reverse alarm (beeper) and electric horn.	
Power disconnect button.	
Dead-man pedal or brake.	
The operating battery in the forklift must be a sealed maintenance-free type and the Material Safety Data Sheets (MSDS) for the battery must be provided.	
Battery charger must be compatible with the type of battery provided	



with the forklift.	
The forklift's stability must be in accordance with Canadian Standards Association (CSA) B335. The forklifts must have the "E" Safety Rating - Certification to Type "E" requirements of Underwriters Laboratories (UL) 583 before delivery. The forklifts must have a UL type "E" label permanently attached.	



ATTACHMENT 2: FINANCIAL PROPOSAL

Firm Requirement

Bidders must quote firm all inclusive unit prices in Canadian funds, taxes extra if applicable, transportation costs extra, for the supply and delivery of the deliverables outlined in Annex A “Statement of Requirement”.

Bidders must quote a firm all inclusive cost for transportation costs. Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (201 Weston St. Winnipeg, MB, R3C 3M2) Incoterms 2010 for shipments from a commercial supplier.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

Table A – Narrow Aisle Double Reach/Deep Reach Electric Forklift Truck

Article	Unit of Measure	Firm Unit Price (GST extra)
Narrow Aisle Double Reach/Deep Reach Electric Forklift Truck	Each	\$ _____
Battery	Each	\$ _____
Battery Charger	Each	\$ _____
TOTAL (A)		\$ _____

Table B – Transportation Costs

Destination	Firm price (applicable taxes included)
Winnipeg, MB	\$ _____
TOTAL (B)	\$ _____

The bid evaluation price = TOTAL (A) + TOTAL (B)



ATTACHMENT 3: CERTIFICATIONS REQUIRED TO BE SUBMITTED AT TIME OF BID CLOSING

Bidders must submit the following duly completed certifications as part of their bid at bid closing. All certifications must be completed accurately. The complete legal name of the bidder must be provided on all required certifications and must match the legal name provided on the front page of the RFP.

The Bidder should ensure they review and understand the certifications below. The Bidder should contact the Contracting Authority if they require further clarification on these certifications.

Please ensure all the required signatures are provided at bid closing, as indicated below.

3.1 TERMS AND CONDITIONS

The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Requirement (SOR). Any modifications, or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOR document will render the bid non-responsive.

3.2 CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

Canada Revenue Agency

(Corporate Name of Recipient of this Submission)

for: Narrow Aisle Double Reach/Deep Reach Electric Forklift Trucks - 1000321911

(Name of Project and Solicitation Number)

in response to the call or request (hereinafter "call") for bids made by:

Canada Revenue Agency

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____

(Corporate Legal Name of Bidder or Tenderer [hereinafter "Bidder"])

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;



5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
- (a) has been requested to submit a bid in response to this call for bids;
 - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. The Bidder discloses that **(check one of the following, as applicable):**
- (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. In particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) methods, factors or formulas used to calculate prices;
 - (c) the intention or decision to submit, or not to submit, a bid; or
 - (d) the submission of a bid which does not meet the specifications of the call for bids;
- except as specifically disclosed pursuant to paragraph (6)(b) above;
8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Duly Authorized Agent of Bidder)

(Position Title)

(Date)



3.3 JOINT VENTURE CERTIFICATION

NOTE TO BIDDER: Complete this certification if a joint venture is being proposed otherwise check the box below.

[] This certification is not applicable.

The Bidder represents and warrants the following:

- (a) The bidding entity is a contractual joint venture... (b) The name of the joint venture is: ... (c) The members of the contractual joint venture are... (d) The Business Numbers (BN) of each member... (e) The effective date of formation... (f) Each member of the joint venture has appointed... (g) The joint venture is in effect as of the date of bid submission.

This Joint Venture Certification must be signed by EACH member of the joint venture.

The Joint Venture Certification shall be effective throughout the entire period of the Contract, including any exercised option period, if exercised.

The CRA has the right to request documentation from the Bidder evidencing the existence of the contractual joint venture.

Signature of an authorized representative of each member of the joint venture (the Bidder is to add signatory lines as necessary):

Table with 4 columns: Signature of Duly Authorized Representative, Name of Individual (Please Print), Legal Name of Business Entity, Date. Two rows for signature collection.



ATTACHMENT 4: CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid non-responsive.

4.1 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website

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

4.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC- Labour.

OR

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



B. Check only one of the following:

() B1. The Bidder is not a Joint Venture.

OR

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

5.3 VENDOR REPORTING INFORMATION

The following information should be provided to enable CRA compliance with paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.) and report payments made to contractors under applicable services contracts (including contracts involving a mix of goods and services) on a T1204 Government Service Contract Payments slip.

For the purpose of this clause:

“Legal Name” means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations.

“Operating Name” means the name that is legally protected and used in the course of its business by a company, corporation or other entity legally constituted as a legal person, or by the individual.

The Bidder is requested to provide the following:

Legal Name: _____

Operating Name: _____

Address: _____

Payment/T1204 Address (if different) Payment address is same as above

City: _____

Province: _____

Postal Code: _____

Telephone: _____

Fax: _____



Type of Business (Select only one)

- Corporation
 Partnership
 Sole Proprietor
 Non-Profit Organization
 US or International Co.

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN). Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>

If the services will be rendered by an individual, please provide the Social Insurance Number (SIN).

Goods and Services Tax (GST) Number: _____

Business Number (BN): _____

Social Insurance Number (SIN): _____

If a SIN number is being provided, the information should be placed in a sealed envelope marked "Protected".

N/A Reason: _____

Note: If you select "N/A", then you must give a reason.

Date: _____

Name: _____

Signature: _____
(Signature of duly authorized representative of business)

Title: _____
(Title of duly authorized representative of business)



ANNEX A: STATEMENT OF REQUIREMENT

1.0 TITLE

Narrow Aisle Double Reach/Deep Reach Electric Forklift Truck

2.0 OBJECTIVE

The Canada Revenue Agency has a requirement for one (1) Narrow Aisle Double Reach / Deep Reach Electric Forklift Truck complete with a battery and a battery charger. Delivery of the Narrow Aisle Double Reach / Deep Reach Electric Forklift Truck will be to a Government of Canada warehouse facility located in Winnipeg Manitoba.

3.0 REQUIREMENTS

3.1 NARROW AISLE DOUBLE REACH/DEEP REACH ELECTRIC FORKLIFT TRUCK

Mandatory performance and dimension criteria are included in the following configuration table. All proposed Narrow Aisle Double Reach/Deep Reach Forklift Trucks shall meet these requirements.

Characteristic	Requirement
Forklift Style	Narrow Aisle Double Reach / Deep Reach
Mast type	2-stage or 3-stage
Integrated side shift	Yes
Minimum penetration distance from mast	52 inches
Minimum Lift height at fork level	145 inches
Top most point of Forklift	Not to exceed 94 inches
Backrest carriage/load support	Not to exceed 36 inches
Capacity at rated load centre	Minimum 3,000 pounds
Drive type	Electric
Type of operation	Side Stance
Fork dimensions (h/w/l)	Height must range within 1.4 to 1.8 inches
	Width must range within 3.5 to 4 inches
	Length must be 42 inches



Characteristic	Requirement
Baseleg overall width	Must range within 43 to 46 inches
Baseleg height	Not to exceed 5 inches
Service brake	Electric or Hydraulic
Minimum Battery voltage	36 volts
Type of drive control	AC (Alternate Current)
Power Steering	Electric or Hydraulic
Floor	Cushioned/Anti-fatigue Mat
Tires	Non-pneumatic Non- Marking

The Forklift must include the following features and functions:

- Text indicator display highlighting vehicle data including: operating hours and battery charge. The system shall store service data information.
- Mast/fork carriage must tilt angle forward and backward.
- A limiter must be provided that can restrict the raised mast height to 150” (inches) at the fork level.
- Progressive lowering brake valve to allow equal lowering speed with and without load.
- A multifunctional control handle that will allow the operator to travel, lift and use an auxiliary function simultaneously.
- Clear view mast and fork carriage design to allow for operator visibility.
- Warning light and audible reverse alarm (beeper) and electric horn.
- Power disconnect button.
- Dead-man pedal or brake.
- The operating battery in the forklift must be a sealed maintenance-free type and the Material Safety Data Sheets (MSDS) for the battery must be provided.
- Battery charger must be compatible with the type of battery provided with the forklift.

4.0 OPERATING CONDITIONS

4.1 Safety Standards

The forklift’s stability must be in accordance with Canadian Standards Association (CSA) B335. The forklifts must have the “E” Safety Rating - Certification to Type “E” requirements of Underwriters Laboratories (UL) 583 before delivery. The forklifts must have a UL type “E” label permanently attached.



5.0 DELIVERABLES

5.1 Manuals and Guides

The Contractor must provide all manuals required for the safe operation, maintenance and repair of the Forklift, charger, attachments, components and accessories included with the Forklift supplied. The following manuals must be provided in both paper and electronic versions:

- Operator’s Manual shall be provided in English and French. The operators manual shall include:
 - Instructions for the safe operation of the Forklift and charger.
 - Daily Operator maintenance instructions/checks (including lubrication).
 - Safety warnings.
- Parts Manual shall be provided in English and French. The parts manual shall include:
 - Illustrations showing all components of the Forklift, including equipment and accessories from other manufacturers, if applicable. The illustrations shall have numbers for the itemization of the parts;
 - A listing for all itemized manufacturer’s parts showing the manufacturers’ part number of the illustration, the part name and a brief description of the item; and
 - Cross reference relating the manufacturer part number to the correct figure and item number.
- A Preventive Maintenance Guide in English and French providing a maintenance schedule and a list of parts that are required to perform preventive maintenance. The guide shall include:
 - Part descriptions, original equipment manufacturer part numbers, and quantity per Forklift.
 - A trouble shooting guide, showing the steps and tests required to determine the exact cause of a problem and an explanation of what steps would be required to correct a problem.
 - A listing of the necessary tolerances, torque levels, fluid volumes required and a section listing any special tools (including item part numbers).
 - Information on the order of disassembly and assembly of systems and components of the vehicle.

5.2 Forklift Destinations

The Contractor must supply and deliver the following goods at the location specified below by March 31, 2015:

Forklift	Delivery Destination
<u>Narrow Aisle Double Reach / Deep Reach Electric Forklift</u> <ul style="list-style-type: none"> • 1 x Narrow Aisle Double Reach / Deep Reach Forklift • 1 x Battery for Narrow Aisle Double Reach / Deep Reach Forklift • 1 x Battery Charger for Narrow Aisle Double Reach / Deep Reach Forklift • 1 x Documentation for Narrow Aisle Double Reach / Deep Reach Forklift 	National Forms Distribution Centre 201 Weston St. Winnipeg, MB R3C 3M2



The Forklifts must be delivered to the destination warehouse in Winnipeg in a fully operational condition. If the Forklift requires assembly at destination, the Contractor shall be responsible for all manpower and equipment to perform assembly. For shipment verification, all items such as wrenches, charger, cables and all other tools, equipment and accessories, which are shipped loose with the Forklift, shall be listed on the inspection certificate or on an attached packing note.

6.0 WARRANTY

The Contractor must:

- Provide warranty and maintenance services for all equipment and parts for the first year commencing on date of acceptance of the unit by CRA as per General Conditions 2030 Article 22.
- Provide warranty on-site service within 24 hours of receiving a call and make all required repairs or part replacements on-site during business hours from 7:00 a.m. to 3:30 p.m. local time.



ANNEX A-1 ANNEX A-1: LIST OF POTENTIAL DESTINATIONS FOR OPTIONAL QUANTITIES

CRA Addresses
St-John's TC/CF 290 Empire Ave. St-John's, NFLD, A1B 3Z1
Summerside 275 Pope Rd. Summerside, PEI, C1N 5Z7
Ottawa Technology Centre 875 Heron Rd. Ottawa, ON, K1A 1A2
Sudbury TC/TSO/CF/BSF 1050 Notre Dame St. Sudbury, ON, P3A 5C1
Surrey TC/CF 9755 King George Blvd. Surrey, BC, V3T 5E1
Winnipeg TC/BSF 66 Stapon Rd. Winnipeg, MB, R3C 3M2
Winnipeg 201 Weston St. Winnipeg, MB, R3C 3M2
Jonquiere TC/CF 2251 Rene-Levesque Boul. Jonquiere, QC, G7S 5J1
Shawinigan TC/BSF 4695, 12e Ave. Shawinigan, QC, G9N 7S6



ANNEX B: BASIS OF PAYMENT

Firm Requirement

The Contractor shall be paid firm all inclusive unit prices in Canadian funds, taxes extra as applicable, transportation costs extra, for the supply and delivery of the deliverables outlined in Annex A “Statement of Requirement”.

The Contractor will be paid a firm all inclusive cost for transportation costs. Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (201 Weston St. Winnipeg, MB, R3C 3M2) Incoterms 2010 for shipments from a commercial supplier.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

Table A – Forklift Truck

Article	Unit of Measure	Quantity	X	Firm Unit Price	=	Extended Price
Narrow Aisle Double Reach/Deep Reach Electric Forklift Truck	Each	1	X	\$	=	\$
Battery	Each	1	X	\$		\$
Battery Charger	Each	1	X	\$		\$
GST						\$

Table B – Delivery

Destination	Quantity of Systems	X	Firm price	=	Extended Price
Winnipeg, MB	1	X	\$	=	\$
GST					\$

NOTE TO BIDDERS: TABLES TO BE COMPLETED AT TIME OF AWARD BASED ON THE SUCCESSFUL BIDDER’S PROPOSAL.

Optional Quantities

Optional quantities shall be at the same firm all inclusive unit prices or less for the entire contract period including any option periods and quantities if exercised, and must be consigned to the destinations specified in Annex A-1 and delivered DDP to the specified destination, Incoterms 2000 for shipments from a commercial supplier.

The Contractor must ship the goods prepaid including all delivery charges to the destination specified in the contract amendment. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading. There will be now allowance for markup.

The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.