



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
1550 Avenue d'Estimauville  
1550 D'Estimauville Avenue  
Québec  
Québec  
G1J 0C7

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
TPSGC - PWGSC  
601 - 1550 Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> TC - ELECTRIC SCISSOR LIFTS	
<b>Solicitation No. - N° de l'invitation</b> T3033-150042/A	<b>Date</b> 2015-12-14
<b>Client Reference No. - N° de référence du client</b> T3033-150042	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCW-026-16636	
<b>File No. - N° de dossier</b> QCW-5-38156 (026)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-01-25</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Perron, Jonathan	<b>Buyer Id - Id de l'acheteur</b> qcw026
<b>Telephone No. - N° de téléphone</b> (418) 649-2838 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> AÉROPORTS DE : NATASHQUAN, ÎLES-DE-LA-MADELEINE SCHEFFERVILLE ET CHEVY 700 LEIGH CAPREOL QUEBEC Québec H Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## TABLE OF CONTENTS

<b>TITLE: TC – ELECTRIC SCISSOR LIFTS.....</b>	<b>2</b>
<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 REQUIREMENT .....	2
1.2 DEBRIEFINGS .....	2
1.3 TRADE AGREEMENTS .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 SUBMISSION OF BIDS .....	3
2.3 ENQUIRIES - BID SOLICITATION.....	3
2.4 APPLICABLE LAWS.....	3
<b>PART 3 - BID PREPARATION INSTRUCTIONS .....</b>	<b>4</b>
3.1 BID PREPARATION INSTRUCTIONS .....	4
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>6</b>
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION .....	7
<b>PART 5 - CERTIFICATIONS .....</b>	<b>8</b>
5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD .....	8
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>9</b>
6.1 SECURITY REQUIREMENTS .....	9
6.2 REQUIREMENT .....	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF CONTRACT .....	9
6.5 AUTHORITIES .....	9
6.6 PAYMENT .....	10
6.7 INVOICING INSTRUCTIONS .....	11
6.8 CERTIFICATIONS .....	11
6.9 APPLICABLE LAWS.....	11
6.10 PRIORITY OF DOCUMENTS .....	11
6.11. SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION .....	11
6.12 PREPARATION, DELIVERY, AND UNLOADING .....	11
6.13 INSPECTION AND ACCEPTANCE.....	12
6.14 LIQUIDATED DAMAGES .....	12
6.15 SACC MANUAL CLAUSES .....	12
<b>ANNEX "A" – REQUIREMENT .....</b>	<b>13</b>
<b>ANNEX "B" - BASIS OF PAYMENT.....</b>	<b>14</b>

N° de l'invitation - Solicitation No.  
T3033-150042/A

N° de la modif - Amd. No.

Id de l'acheteur - Buyer ID  
qcw026

N° de réf. du client - Client Ref. No.  
T3033-150042

File No. - N° du dossier  
QCW-5-38156

N° CCC / CCC No./ N° VME - FMS

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## **TITLE: TC – ELECTRIC SCISSOR LIFTS**

### **PART 1 - GENERAL INFORMATION**

#### **1.1 Requirement**

Transport Canada (TC) requires the acquisition and delivery of four (4) electric scissor lifts that will be used in an airport environment. The scissor lifts must be delivered to four (4) different airports, in remote area, in accordance with the specifications at **Annex A – Requirement**.

#### **1.2 Debriefings**

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

#### **1.3 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003 \(03-07-2015\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.1.1 SACC Manual Clauses

[Condition of Material - Bid \(2014-06-26\) B1000T](#)

### 2.2 Submission of Bids

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

You can also submit your bid by facsimile at (1) 418-648-2209, by the date, time and place indicated on page 1 of the bid solicitation.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted **in writing** to the Contracting Authority: [jonathan.perron@tpsgc-pwgsc.gc.ca](mailto:jonathan.perron@tpsgc-pwgsc.gc.ca) **no later than seven (7) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

**Section I: Technical Bid (2 hard copies)**

**Section II: Financial Bid (1 hard copy)**

**Section III: Certifications (1 hard copy)**

**Section IV: Additional Information (1 hard copy)**

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders must explain and demonstrate how they propose to meet the requirements detailed at **Annex A - Requirement**. Bidders should fill out the **Table of mandatory technical evaluation criteria at point 4.1.1.1**.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment at **Annex B- Basis of Payment**. The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 Exchange Rate Fluctuation**

[C3011T \(06-11-2013\)](#), Exchange Rate Fluctuation.

N° de l'invitation - Solicitation No.  
T3033-150042/A

N° de la modif - Amd. No.

Id de l'acheteur - Buyer ID  
qcw026

N° de réf. du client - Client Ref. No.  
T3033-150042

File No. - N° du dossier  
QCW-5-38156

N° CCC / CCC No./ N° VME - FMS

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**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**Section IV: Additional Information**

Manufacturer's Standard Warranty Period:

Canada requests that Bidders provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty periods of 12 months. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

##### 4.1.1.1 Mandatory Technical Criteria

a) The bidder must include with its proposal the datasheets of the products offered.

b) **Although the bidders must proposed products that meet all the specifications described in the Annex A**, at the closure date, bids will be evaluated on the following technical requirements - **Table of mandatory technical evaluation criteria**.

**IMPORTANT:** The bidder should indicate, for each mandatory criteria, whether the proposed equipment complies or not by checking the relevant box. **The bidder must clearly demonstrate how the proposed equipment complies to each mandatory technical criteria. Simply stating that the criteria are met is not sufficient.** Where it is necessary to refer to other documentation that is included in the proposal, bidders should include the precise location of the reference material including the title of the document, and the page and paragraph numbers. It is the bidder's responsibility to provide enough details to permit a complete evaluation.

	<b>Mandatory Technical evaluation Criteria</b> The equipments <u>must</u> be "compliant" with all the technical specifications described below:	<b>Compliant</b>	<b>Non-Compliant</b>	<b>REFERENCE</b>
<b>MC1</b>	Minimum working height: <b>25 feet</b>			
<b>MC2</b>	Minimum lifting height: <b>19 feet</b>			
<b>MC3</b>	Maximum width: <b>32 inches</b>			
<b>MC4</b>	Maximum length: : <b>70 inches</b>			
<b>MC5</b>	Minimum lift capacity: <b>550 lbs</b>			

N° de l'invitation - Solicitation No.  
T3033-150042/A

N° de la modif - Amd. No.

Id de l'acheteur - Buyer ID  
qcw026

N° de réf. du client - Client Ref. No.  
T3033-150042

File No. - N° du dossier  
QCW-5-38156

N° CCC / CCC No./ N° VME - FMS

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#### 4.1.2 Financial Evaluation

SACC Manual Clause [Evaluation of Price - Bid A0220T \(2014-06-26\)](#), Evaluation of Price. The bidder must fill out and include with its proposal the **Annex B** - Basis of Payment.

#### 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation including the **Annex A - Requirement** and meet all mandatory technical evaluation criteria at **point 4.1.1.1** to be declared responsive. The responsive bid with the lowest evaluated price 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.

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.

### **5.1 Certifications Precedent 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 certifications within the time frame provided will render the bid non-responsive.

#### **5.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### **5.1.3 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](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.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under the "**Requirement**" at **Annex "A"**.

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010A \(03-09-2015\)](#), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The contract period is from the date of the contract award until the end of the warranty period, inclusively.

#### 6.4.2 Delivery Date and Location

All the deliverables must be received no later than **8 weeks after contract award**.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jonathan Perron

Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Address: 1550, av d'Estimauville

Quebec, Quebec, G1J 0C7

Telephone: 418-649-2838

Facsimile: 418-648-2209

E-mail address: [jonathan.perron@tpsgc-pwgsc.gc.ca](mailto:jonathan.perron@tpsgc-pwgsc.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.

N° de l'invitation - Solicitation No.  
T3033-150042/A

N° de la modif - Amd. No.

Id de l'acheteur - Buyer ID  
qcw026

N° de réf. du client - Client Ref. No.  
T3033-150042

File No. - N° du dossier  
QCW-5-38156

N° CCC / CCC No./ N° VME - FMS

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### 6.5.2 Technical Authority

The Technical Authority for the Contract is:

**(Will be completed by Canada at the time of award)**

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

#### General enquiries:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### Delivery follow-up:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.6 Payment

#### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified at **Annex B** for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). DDP Destination, Customs duties are included and Applicable Taxes are extra.

#### 6.6.2 Multiple Payments

SACC Manual clause [Multiple Payments \(2008-05-12\) H1001C](#)

## 6.7 Invoicing Instructions

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.

## 6.8 Certifications

### 6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing 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 if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (03-09-2015), General Conditions - Goods (Medium Complexity)
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated \_\_\_\_\_ (insert date of bid)

## 6.11. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP)

- 1- 1 electric scissor lift: Chevery Airport, Quebec; Address: Chevery, QC, G0G 1G0
- 2- 1 electric scissor lift: Natashquan Airport, Quebec; Address: Airport road, Natashquan, QC, G0G 2E0
- 3- 1 electric scissor lift: Îles-de-la-Madeleine Airport, Quebec; Address : 169- l'Aéroport, 175 Chemin de l'Aéroport
- 4- 1 electric scissor lift: Schefferville Airport, Quebec; Address: 78 Atlantic Road, Schefferville, QC, G0G 2T0,

Incoterms 2000 for shipments from a commercial contractor.

## 6.12 Preparation, Delivery, and Unloading

### 6.12.1 Preparation for Delivery

All vehicles/equipment are to be delivered by appointment only. Any attempt by the carrier to deliver the vehicles/equipment without an appointment may be refused. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable, to pay for any additional costs.

#### **6.12.2 Delivery and Unloading**

Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.

#### **6.13 Inspection and Acceptance**

The Technical Authority or representative is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### **6.14 Liquidated Damages**

- 1- If the Contractor fails to deliver the goods within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of 1 p. 100 of the contract price for each calendar day of delay. The total amount of the liquidated damages must not exceed 10p.100 of the contract price.
- 2- Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
- 3- Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
- 4- Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

#### **6.15 SACC Manual Clauses**

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

[Insurance \(2008-05-12\) G1005C](#)

[Delivery and Unloading \(2007-11-30\) D0018C](#)

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## ANNEX "A" – REQUIREMENT

### TITLE: ELECTRIC SCISSOR LIFTS

#### 1. Introduction

Transport Canada requires the acquisition and delivery of four (4) electric scissor lifts that will be used in an airport environment. The lifts must be delivered to the following remote airports:

- 1- 1 electric scissor lift: Chevery Airport, Quebec; Address: Chevery, QC, G0G 1G0
- 2- 1 electric scissor lift: Natashquan Airport, Quebec; Address: Airport road, Natashquan, QC, G0G 2E0
- 3- 1 electric scissor lift: Îles-de-la-Madeleine Airport, Quebec; Address : 169- l'Aéroport, 175 Chemin de l'Aéroport
- 4- 1 electric scissor lift: Schefferville Airport, Quebec; Address: 78 Atlantic Road, Schefferville, QC, G0G 2T0,

#### 2. REQUIREMENTS

Minimal mandatory technical requirements:

The electric scissor lifts must meet all the following technical specifications:

Item	Minimal mandatory technical requirements:	Reference
1	Minimum working height: 25 feet	
2	Minimum lifting height: 19 feet	
3	Maximum width: 32 inches	
4	Maximum length: 70 inches	
5	Minimum lift capacity: 550 lbs	
6	Non-marking tires	
7	Variable speed front wheel hydraulic drive	
8	Dual holding brakes	
9	24 V c.c. power source	
10	Low-voltage battery protection	
11	Pothole protection system	
12	110 V AC outlet (on platform with circuit breaker)	
13	Tilt alarm	
14	Motion alarm	
15	Lanyard-attaching anchors	
16	Relay control system	
17	Telematics-ready	
18	Forklift pockets and tie-down lugs	

N° de l'invitation - Solicitation No.  
T3033-150042/A

N° de la modif - Amd. No.

Id de l'acheteur - Buyer ID  
qcw026

N° de réf. du client - Client Ref. No.  
T3033-150042

File No. - N° du dossier  
QCW-5-38156

N° CCC / CCC No./ N° VME - FMS

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## ANNEX "B" - BASIS OF PAYMENT

*\* For Evaluation*

Article	Description	Quantity	Unit Price (CAD)	Extended Price(CAD)
1	Must deliver one (1) electric scissor lift <b>in accordance with the technical specifications detailed on point 2 at Annex A.</b> Delivery -DDP <b>Chevery Airport</b> , Quebec, including all custom duties, handling and transportation.	1	\$ _____	\$ _____
2	Must deliver one (1) electric scissor lift <b>in accordance with the technical specifications detailed on point 2 at Annex A.</b> Delivery -DDP <b>Natashquan Airport</b> , Quebec including all custom duties, handling and transportation.	1	\$ _____	\$ _____
3	Must deliver one (1) electric scissor lift <b>in accordance with the technical specifications detailed on point 2 at Annex A.</b> Delivery -DDP: <b>Îles-de-la-Madeleine Airport</b> , Quebec, including all custom duties, handling and transportation.	1	\$ _____	\$ _____
4	Must deliver one (1) electric scissor lift <b>in accordance with the technical specifications detailed on point 2 at Annex A.</b> Delivery -DDP <b>Schefferville Airport</b> , Quebec, including all custom duties, handling and transportation.	1	\$ _____	\$ _____
<b>*TOTAL(CAD) (excluding applicable taxes)</b>				<b>\$</b>