



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Travaux publics et Services gouvernementaux  
Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage  
Montréal  
Québec  
H5A 1L6  
FAX pour soumissions: (514) 496-3822

**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**

<b>Title - Sujet</b> Electric Forklift	
<b>Solicitation No. - N° de l'invitation</b> EFA66-170405/A	<b>Date</b> 2016-08-29
<b>Client Reference No. - N° de référence du client</b> EFA66-170405	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTA-030-14014	
<b>File No. - N° de dossier</b> MTA-6-39071 (030)	<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 2016-10-11</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<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> Pommet, Bruno André	<b>Buyer Id - Id de l'acheteur</b> mta030
<b>Telephone No. - N° de téléphone</b> (514) 496-3802 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA RUE PEEL MONTREAL Québec H3C 4H6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage  
Montréal  
Québec  
H5A 1L6

<b>Delivery Required - Livraison exigée</b>	<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is a no security requirement associated with this requirement.

### **1.2 Statement of Requirement**

The Statement of Requirement is detailed in Annex «A» - Statement of Requirements attached and other documents that form part of the request for proposal and resulting contract.

### **1.3 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.

### **1.4 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>) 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](#) (2016-04-04) 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**

##### **B1000T (2014-06-26), Condition of material - Bid**

### **2.2 Submission of Bids**

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

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **TEN (10) 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)

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 (Refer to Annex «A» attached)**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Bid (Refer to Annex «B» attached)**

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

**3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**3.1.2 Exchange Rate Fluctuation**

**C3011T (2013-11-06), Exchange Rate Fluctuation**

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**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**

***It is mandatory to provide technical/ descriptive documents for all products that you are offering to allow the technical evaluation. Failure to comply will render your offer non responsive.***

***You have to demonstrate in your technical offer that all your products are compliant with every characteristics mentioned in Annex «C» attached.***

- 1- Compliance with the description of all requirements described in Annex «A» attached.
- 2- Acceptance of the terms and conditions of the Request for Proposal.

#### **4.1.1.1 Mandatory Technical Evaluation Criteria**

- A) The Bidders must complete and include with the proposal the Annex «C» attached.
- B) Submit technical/descriptive documentation with your proposal for all products that you are offering.

#### **4.1.2 Financial Evaluation**

- 1- Compliance with the Basis of payment described in Annex «B» attached.
- 2- Financial evaluation total amount: Total of articles 1 and 2 mentioned in Annex «B» attached.

##### ***SACC Manual Clause***

##### **A0222T (2014-06-26), Evaluation of Price – Canadian / Foreign Bidders**

#### **4.2 Basis of Selection**

##### **4.2.1 SACC Manual Clause**

##### **A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation (Refer to Annex «E» attached)

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

There is a no security requirement applicable to this contract.

### 6.2 Statement of Requirements

The Contractor must provide the requirement in accordance with Annex «A» - Statement of Requirements attached.

#### 6.2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B (**Item # 3 - Option**) of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting

Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date (To be completed by the Bidder)**

All deliverables must be received **150 calendar days after the contract award**.

Bidders are required to indicate **their best date of delivery after contract award**:

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### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

***Bruno André Pomet***

Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Quebec Regional Office

800 de la Gauchetière Ouest, suite 7300, Montréal (Québec), Canada, H5A 1L6

Telephone: (514) 496-3802

Facsimile: (514) 496-3822

E-mail address: [brunoandre.pomet@tpsgc-pwgsc.gc.ca](mailto:brunoandre.pomet@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.

#### **6.5.2 Project Authority (to be completed by Canada at the time of award)**

The Project Authority for the Contract is:

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

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

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

The Project 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 (To be completed by the Bidder)**

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

## **6.6 Payment**

### **6.6.1 Basis of Payment – Firm Unit Prices**

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

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.

### **6.6.2 Limitation of Price**

*SACC Manual clause: C6000C (2011-05-16), Limitation of Price*

### **6.6.3 Single Payment**

*SACC Manual clause: H1000C (2008-05-12), Single Payment*

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Canada will pay the Contractor upon completion and delivery of the Work 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.

## **6.7 Invoicing Instructions**

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.

### **6.7.1** Invoices must be distributed as follows:

- (A) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **6.8 Certifications and additional information**

### **6.8.1 Compliance**

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

## **6.9 Applicable Laws (*To be completed by the Bidder*)**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

## **6.10 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) Annex «A», Requirement;
- (d) Annex «B», Basis of Payment;
- (e) Annex «C», Basis of Selection and mandatory criteria to be demonstrated;

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- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

#### **6.11 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
A2000C	Foreign Nationals (Canadian Contractor)	2006/06/16
A2001C	Foreign Nationals (Foreign Contractor)	2006/06/16
C2000C	Taxes – Foreign-based Contractor	2007/11/30
G1005C	Insurance – No Specific Requirement	2016/01/28

## **ANNEX « A »**

### **REQUIREMENT**

#### **ELECTRIC FORKLIFT**

Purchase of a 4-wheel electric forklift with retractable forks and a capacity of at least 3000 lb.

#### **Forklift norms and standards**

- Canadian Safety Standard (CSA) B335-15 – 2015
- American National Standards Institute / Industrial Truck Standards Development Foundation (ANSI/ITSDF) B56.1 -2012 and B56.6 - 2012

#### **Mandatory criteria to be demonstrated**

- 1) Forklift capacity must be at least 3000 lb at 24 inches.
- 2) Battery of at minimum 625 Ah - 21.7 kWh
- 3) Height of lowered mast: 118 inches
- 4) Forks 42 inches long, Class II
- 5) The forklift's power unit (battery) shall be at least 48 volts.
- 6) The equipment shall include a battery charger.
- 7) The forks should be able to be raised to a height of 188 inches.

#### **Other mandatory criteria**

- Maximum width 53 inches
- Strobe light
- Audible backup alarm
- The purchase shall include full rain-protection equipment so as to fully protect the operator from rain
- Roll-back prevention mechanism for starting on inclines
- Environmentally friendly and energy-recovering mechanical systems that prolong battery performance
- Automatic parking brake
- Battery discharge indicator
- Lift and drive speed shall be variable
- The lift's forks shall be capable of lateral movement
- The operator's position shall be facing the forks
- The forklift shall have front and rear lights
- It is desirable that the forklift have a reverse-direction control lever
- The forklift shall have a dead man's pedal

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### **Responsibilities of supplier**

In addition to ensuring the delivery of equipment (forklift and charger), the supplier must provide brief presentation on how the equipment works. This presentation will be given on delivery or in the days following delivery (to be determined by Public Services and Procurement Canada).

### **Responsibility of Public Services and Procurement Canada**

The Department agrees to unload the equipment at its own expense.

**ANNEX « B »**

**BASIS OF PAYMENT**

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1- 4-wheel electric forklift with retractable forks *	1	\$ _____/ea	\$ _____
2- Battery charger compliant with forklift specifications *	1	\$ _____/ea	
<i>*Shipping and Delivery included</i>			
<b>OPTION</b> 3- Extended warranty (price per year) on parts and labour after the expiration of the manufacturer's warranty	1	\$ _____ / year for forklift (item 1)	\$ _____

**\*Applicable taxes extra**

**Delivery:**

715 Peel Street  
Garage Door 1 or 2, Saint-Antoine Street  
Montréal, Quebec, H3C 4H6, Canada

**ANNEX « C »**

**BASIS OF SELECTION AND MANDATORY CRITERIA TO BE DEMONSTRATED (ASSESSMENT TABLE)**

Item no.	Criteria	Compliance		Criteria sourced from Annex A. Specify where are the mandatory specifications in the bid documentation and/or in the technical factsheets provided. Indicate whether those requirements are met or not.
		Yes	No	
	<b>ELECTRIC FORKLIFT</b>			
	<b>Mandatory criteria to be demonstrated</b>			
1	Forklift capacity must be at least 3000 lb at 24 inches.			
2	Battery of at minimum 625 Ah - 21.7 kWh			
3	Height of lowered mast: 118 inches			
4	Forks 42 inches long, Class II			
5	The forklift's power unit (battery) shall be at least 48 volts.			
6	The equipment shall include a battery charger.			
7	The forks should be able to be raised to a height of 188 inches.			

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EFA66-170405

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-6-39071

Buyer ID - Id de l'acheteur  
MTA030  
CCC No/N° CCC - FMS No./N° VME

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## **ANNEX « D »**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);

