Canada Revenue Agency

### 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 Name and Address -Raison sociale et adresse du Soumissionnaire

# REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

Title – Sujet

Lift-Truck Maintenance and Repair Services

ht ns o,	Solicitation No. – No de l'invitation 1000308061	Date (yyyy-mm-dd) (aaaa- mm-jj) 2014-03-20				
la ar ce ou	Solicitation closes – L'invitation prend fin on – le (yyyy-mm-dd) (aaaa-mm-jj) 2014-04-30 at – à 2:00 P.M. / 14 h	Time zone – Fuseau horaire EDT/HAE Eastern Daylight Time/ Heure Avancée de l'Est				
x)	Contracting Authority – Autorité contractante					
	Name – Nom:Timothy Berg					
	Address – Adresse - See herein / Voir dans ce document					
	E-mail address – Adresse de courriel - See herein / Vo dans ce document					
f	Telephone No. – No de téléphone (613) 995-4661					
	<b>Fax No. – No de télécopieur</b> (613) 957-6655					
	Destination - Destination					
	See herein / Voir dans ce docume	nt				

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



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### **REQUEST FOR PROPOSAL (RFP)**

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

#### 1.1 INTRODUCTION

Agency

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 Work Annex A-1: CRA Sites and Powered Lift-Truck Count Annex B: Basis of Payment Annex C: Bid Evaluation Score Example



#### 1.2 SUMMARY

Agency

The Canada Revenue Agency (CRA) requires a Contractor to provide on-site scheduled maintenance services and "as and when requested" services for the fleet of CRA-owned powered lift-trucks and CRAowned manual pallet jacks. The CRA currently has ninety-one (91) powered lift-trucks deployed at CRA offices and warehouses across Canada.

These powered lift-trucks are categorized into the following types; Sit-down Counterbalance, Stand-up Counterbalance, Reach Fork Truck and Pallet Trucks. These four types of powered lift-trucks vary by manufacturer and model as listed in Annex A-1: CRA Sites and Powered Lift-Truck Count.

The following services are required for all powered lift-trucks listed within Annex A-1:

- 1. Scheduled Maintenance Services:
  - a. Annual & Semi-Annual Maintenance Services (as further described in Section 3.1 of the Statement of Work);
  - Monthly Battery and Charger Services (as further described in Section 3.2 of the Statement of Work).
- 2. "As and When Requested" Services:
  - a. Remedial Services & Manual Pallet Jack Maintenance Services (as further described in Section 4.1 of the Statement of Work);
  - b. Replacement Parts (as further described in Section 4.2 of the Statement of Work);
  - c. Powered Lift-Truck Operator Training Services (as further described in Section 4.3 of the Statement of Work.

In addition to the services listed above, the Contractor must also provide the following services, at no additional cost to the CRA:

- An initial Fleet Assessment (as further described in Section 5.1 of the Statement of Work);
- Battery Recycling & Disposal Services (as further described in Section 5.2 of the Statement of • Work);
- Reports (as further described in Section 5.3 of the Statement of Work). •

Bidders may submit a proposal for one (1) or more of the regions listed below (as listed in Annex A-1):

- Atlantic Region;
- Quebec Region; •
- Ontario Region; ٠
- Prairie Region; •
- Pacific Region. •

The CRA is seeking to issue up to five (5) Contracts for the regions listed above. The period of each resulting Contract will be three (3) years, 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
EDT	Eastern Daylight Time
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
OEM	Original Equipment Manufacturer
OHS	Occupational Health & Safety
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.
SOW	Statement of Work
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.
Task Authorization	Also considered an "Order"
Tendering Authority	Canada Revenue Agency



#### 1.4 DEBRIEFINGS

Agency

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

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### 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 nonresponsive 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: <a href="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</a>.

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.

### **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:

- 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 <u>Lobbying Act</u> (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 03 titled "Standard Instructions, Clauses and Conditions", "Pursuant to the <u>Department of Public</u> <u>Works and Government Services Act</u> (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 2.4."

Section 05 titled "Submission of Bids" paragraph 4, sixty (60) days is deleted 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 Procurement Business Numbers (PBN) 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 Contract 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 - SOLICATION 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 with copies 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 1000308061 released:	2014-03-20
Deadline for questions on RFP: (at Noon EDT)	2014-04-07
RFP Amendment (Q&A) released (estimated)	2014-04-17
RFP closing date:	2014-04-30



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: Timothy Berg

Telephone Number: (613) 995-4661

Fax Number: (613) 957-6655

E-mail address: timothy.berg@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

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The technical proposal should demonstrate the Bidder's understanding of the requirements of the Statement of Work and explain how they will meet the mandatory criteria detailed in Attachment 1. Bidders should demonstrate their capability for carrying out the work in a thorough, concise and clear manner.

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.

### Section II Financial Proposal

The Bidder shall provide prices for the goods and services requested in the Statement of Requirement, using the format outlined in Attachment 2: Financial Proposal. The total amount of the Goods and Services Tax or Harmonized Sales Tax 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

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

### Section III Certifications

Bidders must provide the required certifications and documentation in order to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and documentation are not completed and submitted as requested. 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:

SECTION	MASTER (HARD COPY)	NUMBER OF PRINTED COPIES	NUMBER OF SOFT COPIES CD-ROM, DVD or USB Stick
Technical Proposal	1	3	1
Financial Proposal	1	1	1
Certifications	1	1	1
Supporting Information	1	3	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



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.

The financial proposal must be provided on a separate CD-ROM, DVD or USB stick.

#### 3.2 **BID FORMAT**

Agency

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 Work. 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 C;
- 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 2010C (2013-06-27), General Conditions Services (Medium Complexity) as amended in the Model Contract in Section 7.8 of the RFP;
- e) Annex A Statement of Work;
- f) Annex A-1 CRA Sites and Powered Lift-Truck Count;
- g) Annex B Basis of Payment;
- h) Annex C Bid Evaluation Score Example.



### PART 4 EVALUATION AND SELECTION

### 4.1 GENERAL

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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 Work (SOW). 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.

Bidders may submit a proposal for one (1) or more of the regions listed below. However, bidders must submit prices/rates for all the services for all the sites listed in the Region for which the bidder chooses to submit a proposal.

The regions are as follows:

Region A: All sites listed within Annex A-1, Atlantic Region;

Region B: All sites listed within Annex A-1, Quebec Region;

Region C: All sites listed within Annex A-1, Ontario Region;

Region D: All sites listed within Annex A-1, Prairie Region;

Region E: All sites listed within Annex A-1, Pacific Region.

### 4.2 STEPS IN THE EVALUATION PROCESS

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

Notwithstanding Step 1, in order to expedite the evaluation process, CRA reserves the right to conduct Step 3 - Evaluation of Financial Proposals concurrently with Step 1. Should CRA elect to conduct Step 3 prior to the completion of Step 1, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory and rated sections until the completion of Step 1. 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 Step 1.

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 for each Table of a Region, as defined in Attachment 2: "Financial Proposal". Once the Bid Evaluation Prices are determined for each Table of a Region, under Step 3, the proposals will proceed to Step 4.

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 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, CRA will insert a price of \$0.00 for evaluation • purposes for all cells in which financial information is omitted. The 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.
  - 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**

### BASIS OF SELECTION – HIGHEST COMPLIANT BID EVALUATION SCORE

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 highest **Bid Evaluation Score**, for each Region, will be considered the highest ranked Bidder for that Region and will be recommended for award of a contract for that Region.

Prices submitted will be evaluated to determine the **Bid Evaluation Score** for each Region as defined below:

The Price Score for each Table of a Region will be derived by giving full points to the lowest Bid Evaluation Price and prorating all other compliant proposals accordingly, as indicated below:

### Firm All-Inclusive Unit Price per year for Annual & Semi-Annual Maintenance Services (Table 1.1)

- Bidder with the Lowest Bid Evaluation Price = 30 points
- Other Bidders = Lowest Bid Evaluation Price / Bidder's Bid Evaluation Price \* 30

### Firm All-Inclusive Unit Prices per month for Monthly Battery and Charger Maintenance Services (Table 1.2)

- Bidder with the Lowest Bid Evaluation Price = 50 points
- Other Bidders = Lowest Bid Evaluation Price / Bidder's Bid Evaluation Price \* 50



### Firm All-Inclusive Hourly Labour Rates for Labour for Remedial Services & Manual Pallet Jack Maintenance Services (Table 1.3)

- Bidder with the Lowest Bid Evaluation Price = 10 points •
- Other Bidders = Lowest Bid Evaluation Price / Bidder's Bid Evaluation Price \* 10 •

### Firm Mark-up Percentage Rate for Replacement Parts (Table 1.4)

- Bidder with the Lowest Bid Evaluation Price = 5 points
- Other Bidders = Lowest Bid Evaluation Price / Bidder's Bid Evaluation Price \* 5 •

### Firm Rate per Training Session for Powered Lift-Truck Operator Training Services (Table 1.5)

- Bidder with the Lowest Bid Evaluation Price = 5 points
- Other Bidders = Lowest Bid Evaluation Price / Bidder's Bid Evaluation Price \* 5

The Bid Evaluation Score for each Region will be the sum of the bidders Price Score for all Tables for each Region.

Annex C: Bid Evaluation Score Example provides an example which illustrates how the Bid Evaluation Score is determined.

### STEP 5 - CONDITIONS PRECEDENT TO CONTRACT AWARD

The Bidders recommended for award of a Contract must meet the requirements provided in Part 5 "Certifications" and Part 6 "Security, Financial and Other Requirements" of this RFP.

### **STEP 6 – CONTRACT ENTRY**

The Bidders with the highest ranked responsive bids per Region and meeting all the requirements listed above will be recommended for award of a contract.



### PART 5 CERTIFICATIONS

Canada Revenue

Agency

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will 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.

### 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 "<u>FCP Limited Eligibility</u> to <u>Bid</u>" list (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from <u>Human</u> Resources and Skills Development Canada (HRSDC) - 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.

Canada Revenue Agence du revenu du Canada

#### PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

#### 6.1 SECURITY REQUIREMENTS

Agency

There are no security requirements associated with this RFP or any resulting contract. All contractor personnel must be escorted while on CRA premises.

#### LIST OF PROPOSED SUBCONTRACTORS 6.2

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of offthe-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

\*

### PART 7 MODEL CONTRACT

Canada Revenue

Agency

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 Work (SOW) at Annex A.

### 7.3 PERIOD OF CONTRACT

The period of each Contract is for three (3) years from 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 ADD, REMOVE OR MODIFY SERVICES

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

In the event that the CRA requires an additional or modified service not included in the present Contract, or if services are required on a lift-truck at a CRA site not included in the present Contract, the Contractor will be asked to provide a price quote for the additional or modified services, in priority over any other potential vendor.

In the event that the CRA no longer requires services on a given lift-truck, the CRA may remove the services for that lift-truck, and no further payments for the services for that lift truck shall be due or owing by the CRA to the Contractor past the date that CRA requests the services to be removed.

The option to add, remove or modify services, lift-trucks and/or CRA sites, 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 SECURITY REQUIREMENTS

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



### 7.6 AUTHORITIES

Agency

Canada Revenue

### 7.6.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Timothy Berg

Telephone Number: (613) 995-4661

Fax Number: (613) 957-6655

E-mail address: timothy.berg@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.

### 7.6.2 PROJECT AUTHORITY

The Project 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 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.

The Project Authority will be responsible for:

- supplying the list of Site Authorities;
- receiving and reviewing all reports;
- defining any proposed changes to the scope of work.

Name: To be completed at the time of Contract award.

Address: To be completed at the time of Contract award.

Telephone Number: To be completed at the time of Contract award.

Fax Number: To be completed at the time of Contract award.

E-mail Address: To be completed at the time of Contract award.

### 7.6.3 SITE AUTHORITIES

The Site Authorities are responsible for providing access to their respective CRA facilities and equipment.

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

The Site Authorities 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.

The list of all CRA Site Authorities will be added at the time of Contract award.

Canada Revenue

Agency

### 7.6.4 CONTRACTOR'S REPRESENTATIVE

Name: To be completed at the time of Contract award.

Address: To be completed at the time of Contract award.

Telephone Number: To be completed at the time of Contract award.

Fax Number: To be completed at the time of Contract award.

E-mail Address: To be completed at the time of Contract award.

### 7.7 WORK AUTHORIZATION PROCESS FOR "AS AND WHEN REQUESTED" SERVICES

The Contractor shall not commence any Work described in the Contract until the Contractor receives authorization from the CRA to proceed with the Work.

The CRA will authorize the Work with the Contractor, at the CRA's discretion, by either:

- Submitting a Task Authorization form, using the process outlined in Section 7.7.1 Task Authorization Process, below; or
- Submitting an external purchase request to the Contractor using the process outlined in Section 7.7.3 External Purchase Process, below.

### 7.7.1 TASK AUTHORIZATION PROCESS (orders above \$5,000.00)

For the services ordered on an "as and when requested" basis that amount to \$5,000.00 (including taxes) or more, as defined within section 4 of the Statement of Work, the CRA may submit orders to the Contractor using a Task Authorization process. In this event, the CRA will issue a Task Authorization, in accordance with the requirements contained herein. Each Task Authorization will contain the following information:

a. the details of the goods to be delivered and/or the services to be performed within the scope of the contract;

- b. an estimate of the cost;
- c. the required delivery date; and
- d. the delivery site.

CRA shall send a signed copy of the Task Authorization to the Contractor via e-mail or fax. The Contractor shall review the Task Authorization and within twenty-four (24) hours return a signed copy of the Task Authorization to CRA. In the event that the Task Authorization was placed after 5:00 p.m. local time, it will be deemed to have been submitted as of 9:00 a.m. the next working day, and the Contractor will be required to return a signed copy of the Task Authorization by 9:00 a.m. the following working day.

The Contractor shall not commence Work until an approved Task Authorization that includes all the required signatures has been received from CRA. The Contractor acknowledges that any and all Work performed in the absence of the aforementioned approved Task Authorization will be done at the Contractor's own risk, and the Crown shall not be liable for payment therefore, unless or until an approved Task Authorization is provided by CRA.

All Work carried out under the Task Authorization is to be performed to the satisfaction of the CRA, in accordance with the terms and conditions of the Contract and Task Authorization.

The Contractor agrees to provide to the CRA, upon request, any information and estimates that may be required to prepare the Task Authorization.



#### 7.7.2 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations and External Purchases issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd guarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

### For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- the total amount, exclusive of Applicable Taxes, expended to date against each authorized iv. task;
- the start and completion date for each authorized task; and v.
- the active status of each authorized task, as applicable. vi.

### For all authorized tasks:

- the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as vii. applicable) as Canada's total liability to the contractor for all authorized TAs; and
- the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs. viii.

### 7.7.3 EXTERNAL PURCHASE PROCESS (orders below \$5,000.00)

External Purchases are those made by Site Authorities by acquisition card for "As and When Requested" service orders costing below \$5,000.00 (including taxes).

The Contractor must receive, confirm, and process orders by one or more of the following methods: email, online, telephone, and facsimile.



The Contractor must provide confirmation of receipt to the respective Site Authority within one (1) business day for orders placed using the external purchase process. External Purchase Orders placed by the Site Authority must be confirmed by the Contractor in writing.

Orders placed using the External Purchase Process must be charged to the Site Authority's Acquisition Card.

For goods, the Contractor must include a packing slip with each shipment. The packing slip must specify the Contractor's name, address, and GST/HST registration number, the Site Authority name, date the goods were shipped, description of the goods, cost (before tax), tax amount, and total amount of the Order to be charged to the Acquisition Card including applicable taxes.

For services, the Contractor must provide written details of the services provided. The summary must specify the Contractor's name, address, and GST registration number, Site Authority name, date the service was completed, description of the service, cost (before tax), tax amount, and total amount to be charged to the Acquisition Card including applicable tax.

#### 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-andguidelines/standard-acquisition-clauses-and-conditions-manual

#### 7.8.1 **GENERAL CONDITIONS**

2010C (2013-06-27), General Conditions - Services (Medium Complexity) 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 12 titled "Payment Period" will not apply to payments made by credit cards

Section 13 titled "Interest on Overdue Accounts" - Interest on Overdue Accounts will not apply to payments made by credit cards.

Section 27 titled "Code of Conduct and Certifications- Contract", subsection 1 is hereby deleted in its entirety and replaced with:

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

#### 7.9 CONTRACTOR IDENTIFICATION PROTOCOL

The Contractor must be responsible for ensuring that each of its employees, officers, directors, agents, and subcontractors (hereinafter referred to as "Contractor Representative") complies with the following selfidentification requirements:

1. A Contractor Representative who attends a Government of Canada meeting whether internal or external must identify themselves as being a representative of the Contractor prior to the commencement of the meeting to ensure that each meeting participant is aware of the fact that the individual is not a government employee;



- 2. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- 3. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themselves as a non-government employee in all electronic mail in the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication and documentation.

#### ACCESS TO FACILITIES AND EQUIPMENT 7.10

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.

#### 7.11 **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.

#### 7.12 SITE REGULATIONS

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

#### 7.13 **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.

#### 7.14 DELIVERY

Deliverables must be received by the Project Authority at the place and time specified herein.

#### 7.15 INSTALLATION SERVICES

Installation services must be provided for any products provided by the Contractor. The minimum level of service required is detailed below:

- 1) Receive and unload all product/pieces to the staging and/or installation area.
- 2) Unpack all pieces and inspect product for shipping damage. Report any damage immediately to the Site Authority.
- 3) Install all products in accordance with the manufacturer's specifications.



- 4) Ensure all products function properly and make minor adjustment/repairs as necessary at time of installation.
- Touch up all nicks and scratches that may have occurred during installation. 5)
- 6) Clean product.

- 7) Remove all packing material debris and cartons from the site.
- 8) Upon completion, and at the request of the CRA, the Contractor must walk through the installation area with the CRA to verify the operating condition of all products in accordance with the deficiency procedures.

#### 7.16 **DEFICIENCY PROCEDURES**

The Contractor must adhere to the following deficiency procedures at the discretion of the CRA:

- 1) It is the responsibility of the Contractor to notify the CRA when the installation is completed.
- 2) It is the responsibility of the CRA to arrange for the initial walk-through inspection with the Contractor.
- 3) The walk-through inspection will only take place within three (3) working days after installation is completed. If the Work is for a phased installation, the walk-through inspection will take place upon completion of each phase.
- 4) The CRA, in consultation with the Contractor, will prepare the deficiency list documenting all problems in every area.
- 5) The deficiency list will be forwarded by the CRA to the Contractor.
- 6) Within three (3) working days of receipt of this deficiency list, the Contractor will complete all minor deficiencies and make all adjustments not requiring new parts.
- 7) For all outstanding issues identified on the deficiency list, that are not considered a minor deficiency, the Contractor will submit the plan of action with the delivery dates or completion dates within fourteen (14) calendar days from receipt of the deficiency list from the CRA.

Upon completion of the deficiencies and adjustments the Contractor must notify the CRA that all deficiencies have been completed. The CRA will then submit to the supplier a final sign-off that the Order is complete.

#### 7.17 WORK LOCATIONS

The work locations will be at the CRA sites listed in Annex A-1: CRA Sites and Powered Lift-Truck Count. The sites are subject to change. Other sites may be added or removed over the term of the contract.

Any Contractor or Contractor resources that are required to work on site during non-business hours under this Contract must obtain authorization in writing by the Site Authority prior to commencing work.

#### 7.18 **BASIS OF PAYMENT**

The Contractor will be paid firm prices and rates for the services and goods described at Annex A: SOW, in accordance with Annex B: Basis of Payment.

#### 7.19 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.

#### 7.20 **TERMS OF PAYMENT**

### 7.20.1 Terms of Payment for the Scheduled Maintenance Services

For the Scheduled Maintenance Services, as described within Section 3 of Annex A: Statement of Work, payment by CRA to the Contractor for the Work shall be made by:



#### 7.20.1.1 **Multiple Payments**

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.

### 7.20.2 Terms of Payment for the "As and When Requested" Services

For the "As and When Requested" Services, as described within Section 4 of Annex A: Statement of Work, payment by CRA to the Contractor for the Work shall be made by:

#### 7.20.2.1 Single Payment

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

- 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.

#### 7.21 METHOD OF PAYMENT

Canada will pay the Contractor using one of the following methods of payment, as determined by the Contracting Authority at the time of contract award. 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.

### 7.21.1 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 12 - Payment Period and Article 13 - Interest on Overdue Accounts, set out in 2010C 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 12 - Payment Period and Article 13 - Interest on Overdue Accounts, set out in 2010C General Conditions (2013-06-27) forming part of this Contract will not apply, until the Contractor corrects the matter.

### 7.21.2 Payment by Credit Card



The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 12 - Payment Period and Article 13 - Interest on Overdue Accounts, set out in 2010C General Conditions (2013-06-27) forming part of this Contract.

The CRA Acquisition Card is currently a **MasterCard** provided by Bank of Montreal. At any time during the period of the Contract, including any exercised option period(s), the CRA reserves the right to change its acquisition card type or provider.

#### 7.22 TIME VERIFICATION

Agency

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 7.23 TRAVEL AND LIVING EXPENSES

### 7.23.1 Travel and Living Expenses for Powered Lift-Truck Operator Training Services:

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the CRA's Travel and Living Guidelines for Contractors (http://www.cra-arc.gc.ca/gncy/prcrmnt/trvl-eng.html), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Site Authority for which the services are being provided. All payments are subject to government audit.

### 7.23.2 Travel and Living Expenses for All Other Services:

The CRA will not cover any travel and living expenses.

#### 7.24 INVOICING INSTRUCTIONS

### 7.24.1 For the Scheduled Maintenance Services:

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.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
- d) a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
  - The original and one (1) copy must be forwarded to the appropriate Site Authorities, for which a) the services were provided, identified under the section entitled "Authorities", for certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 7.24.2 For the "As and When Requested" Services:

### For External Purchase Process:

### For Goods:

Agency

A Packing Slip must be submitted on the Contractor's own form and must be included with the shipment and provide the following information:

- a) the date;
- b) Consignee's name and address;
- c) Item or reference number;
- d) Contractor GST registration number;
- e) The amount charged to the acquisition card (exclusive of the Goods and Services Tax [GST] or Harmonized Sales Tax [HST] if applicable) and
- the amount of GST or HST, if applicable, shown separately. f)
- g) Cost of Item paid by the Contractor to acquire the equipment/item for resale.

### For Services:

For services, the Contractor must provide written details of the services provided. The summary must specify the Contractor's name, address, and GST registration number, Site Authority name, date the service was completed, description of the service, cost (before tax), tax amount, and total amount to be charged including applicable tax.

### For Task Authorization Process:

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the 1. 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 appropriate Site Authorities, for which the services were provided, identified under the section entitled "Authorities", for certification and payment.
  - One (1) copy must be forwarded to the Contracting Authority identified under the section b) entitled "Authorities" of the Contract.

#### 7.25 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire period of the contract. If the Contractor does not comply with any certification 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.

#### 7.26 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.

#### 7.27 APPLICABLE LAWS

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

#### 7.28 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 Work; •
  - Annex A-1: CRA Sites and Powered Lift-Truck Count; •
  - Annex B: Basis of Payment; •
  - Annex C: Bid Evaluation Score Example;
- b) The signed Task Authorizations, (including all of its annexes, if any) and any External Purchase orders;
- c) The General Conditions 2010C (2013-06-27), General Conditions Services (Medium Complexity);
- d) The Request for Proposal No. 1000308061 dated March 20, 2014, including any amendments thereto;
- e) The Contractor's proposal dated (insert date of bid), (If the bid was clarified, insert) as clarified on (and insert date(s) of clarification(s)).

#### 7.29 TRAINING AND FAMILIARIZATION OF CONTRACTOR PERSONNEL

### **Training of Contractor Personnel**

Any training required by a new or replacement resource will be the responsibility of the Contractor, including training the resource for newly implemented software. The Contractor will assume all associated costs, including training pertaining to familiarization during the start-up of the Contract and Contract period for staff



replacements. Training of the resource during the start-up period must take place without a reduction in service level. Time spent on such training will not be billed to, nor paid by, CRA.

### **Familiarization Period**

Prior to the completion of the Contract, it may be necessary for another resource to undertake a period of familiarization and training before the completion date. The Contractor will be required to familiarize the incoming resource according to the process described above or through the use of another approach negotiated with and acceptable to CRA.

#### 7.30 **FOREIGN NATIONALS**

Agency

### 7.30.1 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.

### 7.30.2 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.

#### 7.31 **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.

#### 7.32 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 gualified 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.

#### 7.33 **ANNEXES**

Agency

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

ANNEX A: STATEMENT OF WORK ANNEX A-1: CRA SITES AND POWERED LIFT-TRUCK COUNT ANNEX B: **BASIS OF PAYMENT** ANNEX C: **BID EVALUATION SCORE EXAMPLE** 

# 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 <u>all</u> mandatory requirements will be declared non-responsive.

Column A	Column B	Column C
Item	Section Identifier/ Mandatory requirement	Page Reference
	The Bidder must provide two (2) corporate references for whom the Bidder has successfully provided on-site maintenance services similar* to those outlined in the Statement of Work (SOW). Each reference must be for on-site maintenance services provided for a minimum of two (2) years within the past five (5) years from date of bid closing. *Similar is defined as providing on-site Annual, Semi-Annual and "As	
	and When Requested" services, for lift-trucks, as specified in the SOW, to a minimum of five (5) sites.	
M.1	The following details must be provided for each of the two (2) references submitted:	
	the name of the client organization;	
	<ul><li>the contract number;</li><li>the start and end dates of the project;</li></ul>	
	<ul> <li>the name and telephone number of the organization's contracting official.</li> </ul>	
	**The CRA may, but is not obligated to, validate any of the information provided for this criteria.	
	The bidder must provide training as specified in annex A statement of work section 5	
M.2	<ul> <li>Bidder must provide proof its training meets CSA 335-04 (R2011);</li> <li>Bidder must provide proof its trainers meet section 7 of CSA B335-04 (R2011).</li> </ul>	



## **ATTACHMENT 2: FINANCIAL PROPOSAL**

Canada Revenue

Agency

The Bidder should submit their financial bid in accordance with the Pricing Schedule below, using the electronic file entitled *FinancialProposal.xlsx*. The prices specified, when quoted by the Bidder, include all of the requirements defined in the "Statement of Work" in Annex A.

Bidders must quote prices in Canadian funds, taxes extra if applicable, for the deliverables outlined in Annex A "Statement of Work".

Prices submitted will be evaluated to determine the Bid Evaluation Price for each Region, as defined within the electronic file entitled *FinancialProposal.xlsx*.

The bid evaluation price for each Region will be derived by aggregating, over all of the sites set out in the applicable Region, the unit prices proposed for each item at each site.

### Pricing Schedule:

### 1.0 Annual & Semi-Annual Maintenance Services

Bidders must quote a firm all-inclusive annual rate for each powered lift-truck specified in Annex A-1 "CRA Sites and Powered Lift-Truck Count", in Canadian funds, GST or HST extra if applicable, for the provision of Annual & Semi-Annual Maintenance Services in accordance with Annex A - Statement of Work.

The firm all-inclusive annual rates must include all labour and equipment costs required to provide the Annual & Semi-Annual Maintenance Services in accordance with Annex A "Statement of Work".

### 2.0 Monthly Battery and Charger Maintenance Services

Bidders must quote a firm all-inclusive monthly rate for each powered lift-truck specified in Annex A-1 "CRA Sites and Powered Lift-Truck Count", in Canadian funds, GST or HST extra if applicable, for the provision of Monthly Battery and Charger Maintenance Services in accordance with Annex A - Statement of Work.

The firm all-inclusive monthly rates must include all labour and equipment costs required to provide the Monthly Battery and Charger Maintenance Services in accordance with Annex A "Statement of Work".

### 3.0 Remedial Services & Manual Pallet Jack Maintenance Services

Bidders must quote a firm all-inclusive hourly labour rate, in Canadian funds, GST or HST extra if applicable, for the provision of Remedial Services & Manual Pallet Jack Maintenance Services in accordance with Annex A - Statement of Work.

The firm all-inclusive hourly labour rates must include all labour and equipment costs required to provide the Remedial Services & Manual Pallet Jack Maintenance Services in accordance with Annex A "Statement of Work".

### 4.0 Replacement Parts

Bidders must quote a firm mark-up percentage rate, GST or HST extra if applicable, for the provision of Replacement Parts in accordance with Annex A - Statement of Work.

Shipments shall be consigned to the destination specified in Annex A-1 and Delivered Duty Paid (DDP) (Destination) 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.



For orders placed during the contract period and all options years, the purchase price for Replacement Parts will be calculated as follows:

### Price to CRA = Cost of Item \* + Mark-up Percentage

\* - Cost of Item represents the actual cost paid by the Contractor to acquire the equipment/item for resale. Cost of Item must not include overhead or any other miscellaneous costs incurred by the Contractor.

### 5.0 Powered Lift-Truck Operator Training

Bidders must quote a firm rate per training session, in Canadian funds, Travel and Living expenses extra, GST or HST extra if applicable, for the provision of Powered Lift-Truck Operator Training, in accordance with Annex A -Statement of Work.

The Contractor will be paid pre-authorized Travel and Living expenses, in accordance with the CRA travel and living policy and guidelines, at cost, without any allowance for overhead or profit.

The firm rate per training session must include all labour costs required to provide the Powered Lift-Truck Operator Training in accordance with Annex A "Statement of Work".



# 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. 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.

### 4.1 TERMS AND CONDITIONS

Canada Revenue

Agency

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 Work (SOW). 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 SOW document will render the bid non-responsive.

### **4.2 EDUCATION AND EXPERIENCE**

The Bidder certifies that all the information provided in the supporting material submitted with its bid, particularly the information pertaining to experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### **4.3 LANGUAGE CAPABILITY**

The Bidder hereby certifies that the proposed resource(s) meet(s) the language requirements as specified in the SOW.

### **4.4 CERTIFICATION STATEMENT**

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.

The Bidder, by signing below, hereby certifies that it has read the solicitation and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that CRA reserves the right to verify all information provided in this regard, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which CRA deems appropriate.

Date:
Name (Print):
Signature:
Title:
Place:
For:



# 4.5 CERTIFICATE OF INDEPENDENT BID DETERMINATION

Canada Revenue

Agency

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

## Canada Revenue Agency

(Corporate Name of Recipient of this Submission)

for:

# Lift-Truck Maintenance and Repair Services - 1000308061

(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 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;

Agency

- (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 Authorized Agent of Bidder)

(Position Title)

(Date)



### 4.6 JOINT VENTURE CERTIFICATION

Agency

## NOTE TO BIDDER: Complete this certification if a joint venture if 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 in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.
- (b) The name of the joint venture is: (if applicable).
- (c) The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary):
- (d) The Procurement Business Numbers (PBN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional PBNs, as necessary):

(e) The effective date of formation of the joint venture is:

- (f) Each member of the joint venture has appointed and granted full authority to \_\_\_\_ (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, including but not limited to Contract Amendments and Task Authorizations.
- The joint venture is in effect as of the date of bid submission. (g)

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):

Signature of Authorized Representative	Name of Individual (Please Print)	Name of Business Entity	Date
Signature of Authorized Representative	Name of Individual (Please Print)	Name of Business Entity	Date



# 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 so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid-non responsive.

# 5.1 FORMER PUBLIC SERVANT CERTIFICATION

The "Former Public Servant Certificate – Certification" can be found at: http://infozone/english/r2820205/ccra/templates-e.asp

# 5.2 VENDOR REPORTING INFORMATION

Canada Revenue

Agency

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	e:			
Address:				
City:				
Province:				
Postal Code:				
Telephone:				
Fax:				
Type of Busines	s (Select only one)			
Corporation	D Partnership	Sole 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).

If the services will be rendered by an individual, please provide the Social Insurance Number (SIN). If a SIN number is being provided, the information should be place in a sealed envelope marked "Protected".

Goods and Services Tax (GST) Number: Business Number (BN): Social Insurance Number (SIN): N/A Reason: Note: If you select "N/A", then you must give a reason.

Date:

Name:

Signature: \_\_\_

Title: (Title of duly authorized representative of business)



# ANNEX A: STATEMENT OF WORK

# 1. OBJECTIVE

The Canada Revenue Agency (CRA) requires a Contractor to provide on-site scheduled maintenance services and "as and when requested" services for the fleet of CRA-owned powered lift-trucks and CRA-owned manual pallet jacks. The CRA currently has ninety-one (91) powered lift-trucks deployed at CRA offices and warehouses across Canada.

These powered lift-trucks are categorized into the following types; Sit-down Counterbalance, Stand-up Counterbalance, Reach Fork Truck and Pallet Trucks. These four types of powered lift-trucks vary by manufacturer and model as listed in Annex A-1: CRA Sites and Powered Lift-Truck Count.

The following services are required for all powered lift-trucks listed within Annex A-1:

- 1. Scheduled Maintenance Services:
  - a. Annual & Semi-Annual Maintenance Services (as further described in Section 3.1 of the Statement of Work);
  - Monthly Battery and Charger Services (as further described in Section 3.2 of the Statement of Work).
- 2. "As and When Requested" Services:
  - Remedial Services & Manual Pallet Jack Maintenance Services (as further described in Section 4.1 of the Statement of Work);
  - b. Replacement Parts (as further described in Section 4.2 of the Statement of Work);
  - c. Powered Lift-Truck Operator Training Services (as further described in Section 4.3 of the Statement of Work.

In addition to the services listed above, the Contractor must also provide the following services, at no additional cost to the CRA:

- An initial Fleet Assessment (as further described in Section 5.1 of the Statement of Work);
- Battery Recycling & Disposal Services (as further described in Section 5.2 of the Statement of Work);
- Reports (as further described in Section 5.3 of the Statement of Work).



# 2. GENERAL REQUIREMENTS

Canada Revenue

Agency

As part of the maintenance and repair services, the Contractor must:

- conduct a fleet assessment as part of the first annual maintenance service, as defined in Section 5.1 of this Statement of Work.
- provide services during standard CRA business hours (07:00 to 17:00 local time).
- provide the Original Equipment Manufacturers' (OEM's) guidelines/instructions for each make and model of lift-truck to the Site Authorities.
- perform maintenance and repair services in accordance with the OEM's guidelines/instructions.
- obtain approval from the Site Authority prior to work being performed.
- sign in with the Site Authority upon arriving and prior to departing the CRA site.
- perform all repairs and inspections at the CRA site unless otherwise authorized by the Site Authority.
- secure and pay for all permits and licenses necessary for the execution of the work.
- restore equipment to fully functional operation.
- present a summary report of the work performed and obtain the Site Authority's signature thereon.
- provide all product information (including, but not limited to, owner/operator manuals, product packaging and product labelling), in both official languages of Canada (English and French).
- provide all reports and all services (including, but not limited to, customer services and training) in the chosen official language of the Site or Project Authority, as applicable.
- ensure that information and services provided in one language is accurate in content and comparable in quality to information and services provided in the other language.
- supply all required chemicals, tools, and accessories (including but not limited to Battery Rollers) to perform all services.
- Recycle and dispose of any batteries in an environmentally safe manner and in accordance with Transportation of Dangerous Goods (TDG) regulations.
- hold and maintain proper certification for all technicians as stated in CSA B335-04 Safety Standard for Lift Trucks Section 9, and the Transportation of Dangerous Goods Act.



# 3. SCHEDULED MAINTENANCE SERVICES

Canada Revenue

Agency

## 3.1 ANNUAL & SEMI-ANNUAL MAINTENANCE SERVICES

The Contractor must schedule with each CRA Site Authority the first maintenance of all powered lift-trucks, and must be conducted within 90 days of the contract award date. As part of the first annual maintenance service, the Contractor must provide the CRA with a fleet assessment report as detailed in Section 5.1 of this Statement of Work. The CRA will provide at the time of award a list of CRA Site Authorities for each site listed in Annex A-1.

Subsequent semi-annual maintenance services for all powered lift-trucks must be completed within six (6) months of the annual maintenance services.

The annual and semi-annual maintenance services must include, at a minimum, a full inspection of the powered lifttruck and the battery. The maintenance services must proactively identify any problems or issues as soon as possible. The maintenance services must be performed in accordance with the OEM instructions/guidelines for each make and model of lift-truck and must ensure that each lift-truck is restored to fully functional operation.

The costs, as specified in the basis of payment, include all parts and labor to perform the services listed below, save and except for any deficiencies and recommended repairs reported by the Contractor to address these deficiencies, as specified below.

	Maintenance Services – Powered Lift-Trucks		Semi Annual
Accelerator Pedal(s)	The Contractor must inspect and, where necessary, adjust the accelerator pedal(s) to ensure that travel function is smooth and responsive through full range of acceleration.	✓	✓
Brakes	In an open area, the Contractor must measure stopping distance using the following methodology. Traveling 3.2 to 4.8 km/h, empty, the Contractor must push the brake pedal. The empty lift-truck should stop within 0.6 to 1.2 m. During normal operation, with a rated load and traveling at top speed, the lift- truck should stop within approximately one and one-half truck lengths. Stopping distance depends on the load, floor, and tire condition. Additionally, the Contractor must check the brakes for fluid leaks. The Contractor must report any deficiencies in stopping distance and any fluid leaks to the CRA, along with any recommended repairs to address the deficiencies and any fluid leaks.	✓	✓
Contactors	The Contractor must inspect the contactor tips and replace any burnt or pitted contactor tips.	~	~
	With the key switch OFF and the battery disconnected, the Contractor must inspect and, where necessary, adjust the		

The following are minimum services that the contractor must perform.



	plunger to ensure smooth operation with no binding.		
Drive Units	The Contractor must inspect the Drive Unit to ensure no leaks exist. The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies.	~	✓
	The Contractor must change the Drive Unit fluid. The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies.	~	
Florida	The Contractor must inspect all power cables to ensure they are free of nicks or cuts.		
Electrical Cables	The Contractor must report any cable damages or deficiencies to the CRA, along with any recommended repairs to address the deficiencies.	~	~
Forks	The Contractor must examine the forks for excessive wear, bends, cracks, welding arcs, excessive heat, or unauthorized modifications and note any concerns. The Contractor must report damages or deficiencies to the CRA, along with any recommended repairs to address the deficiencies.	~	✓
Chassis	The Contractor must perform a general visual inspection of structural members for cracks. The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies.	~	✓
Hardware	The Contractor must inspect bolt torque of major components (including motors, pumps, brakes, drive units, manifolds, mast- to-chassis mounting bolts). The Contractor must tighten any loose hardware and replace any broken or missing hardware.	~	✓
Horn	The Contractor must inspect the horn to ensure that it sounds correctly when activated. The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies.	~	✓
Hydraulic Hoses	The Contractor must inspect all hydraulic hoses for leaks, nicks, cuts, chafing, and bulges. The Contractor must report any hoses that have deficiencies or damages to the CRA, along with any recommended repairs to address the deficiencies. The Contractor must inspect all fittings for leaks and repair any leaks immediately. The Contractor must inspect over-the-mast hoses for correct tension and must ensure that over-the-mast pulleys spin freely and show no signs of wear.	~	✓



Hydraulic	The Contractor must change the Hydraulic Reservoir fluid and filter.	~	$\checkmark$
Reservoir	The Contractor must ensure the Hydraulic Reservoir fluid level is sufficient, and refill if required.	$\checkmark$	
Lift Chains	The Contractor must inspect the Lift Chains adjustment for excessive stretch or wear. The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies. The Contractor must lubricate the Lift Chains.	✓	~
Lift Pump	The Contractor must separate the lift pump and motor and apply anti-seize compound to the splines.	$\checkmark$	
Lights	The Contractor must inspect the lights to ensure they are operating correctly. The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies.	~	~
Lubrication	The Contractor must apply grease to all fittings and coat all chains with film of spray lubricant.	$\checkmark$	$\checkmark$
	The Contractor must wipe old grease off mast uprights and apply new grease.		
	The Contractor must examine mast bearings and inspect rails for abnormal wear, metal flakes, or shavings.	_	
Mast	The Contractor must repair any grooves worn in the mast deeper than 3 mm.		
	The Contractor must report any damages or deficiencies to the CRA, along with any recommended repairs to address the deficiencies.		
	The Contractor must conduct a load test by or under the direction of a qualified inspector. The load test must be conducted under the following parameters:		
Load Test <sup>1</sup>	a. Test loads shall not exceed 100% of the rated capacity for the lift-truck being tested.		
	b. Test weights shall be accurate to within -5%, +0% of stipulated values.	$\checkmark$	
	c. Load slippage shall not be greater than 3" vertically and 1" horizontally at the cylinder during a static test period of at least 10 minutes in duration.		
	d. A written report shall be furnished by the Contractor,		

<sup>&</sup>lt;sup>1</sup> Note: In an event where forklift load sustaining parts have been altered, replaced, or repaired, the Load Test must be conducted prior to use.



	showing test procedures and outlining any deficiencies in respect of load slippage, along with any recommended repairs to address the deficiencies, confirming the adequacy of repairs or alterations. Test reports shall be kept on file and readily available to the		
	CRA.		
	The Contractor must inspect and adjust cable lugs where necessary to ensure that they are tight to the terminal studs.		
Motors	The Contractor must replace any cable that shows signs of excessive heat.	$\checkmark$	$\checkmark$
	The Contractor must inspect and adjust sensor wires to ensure sound connection and condition.		
	The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies.		
	The Contractor must inspect and adjust cable lugs where necessary to make sure they are tight.		
Power	The Contractor must replace any cable that shows signs of excessive heat.	$\checkmark$	$\checkmark$
Amplifier(s)	The Contractor must inspect the cooling fan to ensure it works correctly. The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies.		
Seat Safety Switch	The Contractor must inspect and adjust the Seat Safety Switch to ensure correct activation and deactivation of the seat switch.	✓	~
	The Contractor must inspect hoses and cylinder for leaks.		~
	The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies.	~	
Steering	The Contractor must inspect wheel bearings for side play. Movement should be limited to less than 0.05 mm. If movement is in excess of this amount, the Contractor must torque the retaining nut to 60Nm and spin the wheel in both directions 2 to 3 turns. The Contractor must then back off retaining nut and torque to 20 Nm. The Contractor must check for side play and make sure the bearing is not binding.	~	
	The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies.		
Switches	The Contractor must inspect and verify all switches for correct operation and adjust as needed.	$\checkmark$	$\checkmark$
Ventilation Slots	The Contractor must inspect the ventilation slots in the chassis to ensure they are clear of obstructions and debris. The	$\checkmark$	~
b			



	Contractor must clean the fan filter.		
Warning Decals	The Contractor must replace missing, illegible, or damaged warning decals.	$\checkmark$	~
Wheels/Tires	The Contractor must examine for bond failure, chunking, and excessive or uneven wear. The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies.	~	✓

Additional I	Additional Maintenance Services – applicable to Reach Trucks only		Semi Annual
Overhead Guard	The Contractor must inspect the Overhead Guard for physical damage. If structurally damaged, the Contractor must replace the guard. The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies.	~	~
Shorts to Frame	The Contractor must inspect for electrical shorts to frame. The Contractor must report any deficiencies to the CRA, along with any recommended repairs to address the deficiencies.	~	~

# 3.2 MONTHLY BATTERY AND CHARGER SERVICES

Monthly battery and charger services must be performed in accordance with the OEM instructions/guidelines, and must include at minimum the following tasks:

## Inspection for all batteries:

The Contractor must:

- Inspect cell tops for cracks, separation, or damage; •
- Inspect cables, connectors, and contacts for damage; •
- Inspect sealing compound; •
- Inspect for short circuits to tray; •
- Inspect and adjust the battery to ensure that it has no more than 13mm free play in any direction; .
- Apply a thin coating of high temperature grease to posts and cable connections for added protection; .
- Inspect the battery case for any signs of physical damage; .
- Ensure the battery top is clean, dry and free of dirt and grime and; .
- Clean battery using neutralizing detergent to prevent corrosion and early degradation of battery . compartments and cables.



## Additional Inspection for non-sealed batteries:

The Contractor must:

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- Record battery voltage and specific gravity to monitor degradation of battery life; .
- Inspect each cell for open circuit voltage;
- Inspect for acid leaks, determine corrosion and advise if leaks are found; .
- Inspect and fill battery levels; •
- Inspect the terminals, screws, clamps and cables for breakage, damage or loose connections and;
- Inspect drain hole in battery compartment for debris and, clear if necessary •

# **Complete Charger Inspection:**

The Contractor must:

- Inspect the charger location to ensure each charger has proper ventilation; •
- Check and setup high and low rate; .
- Check and set power sensors;
- Inspect and adjust all other control devices to ensure they are set in accordance with the OEM's • specifications and guidelines;
- Check stack for efficiency and sizing; .
- Inspect transformers; .
- Inspect charger cables and connectors. •

The Contractor must supply all required chemicals, tools, and accessories (including but not limited to Battery Rollers) to perform monthly battery and charger services. The Contractor must report any deficiencies with any batteries or chargers to the CRA, along with any recommended repairs to address the deficiencies.



# 4. "AS AND WHEN REQUESTED" SERVICES

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## 4.1 REMEDIAL SERVICES & MANUAL PALLET JACK MAINTENANCE SERVICES

The Contractor must provide remedial services for all CRA owned powered lift-trucks and maintenance services for all CRA owned manual pallet jacks on an "as and when requested" basis.

The Contractor must provide a bilingual Hotline Technical Support telephone number that the CRA can access tollfree from anywhere in Canada, during the hours of 07:00 to 17:00 (local time in all time zones across Canada), Monday through Friday, excluding statutory holidays. The support line must be able to answer questions and supply information with respect to all powered lift-trucks and manual pallet jack machines, configuration, and documentation.

The Contractor must respond to service calls with an Initial Response, followed by an On-Site Response. The Initial Response will serve as an acknowledgement and acceptance of the problem.

Upon arrival on-site, the Technician must continue the diagnostic and repair activities and remain working on-site until the problem is resolved and the service restored, unless the problem cannot be resolved by the Technician due to the availability of Replacement Parts. In the event that Replacement Parts are not available, the Contractor must develop a problem resolution plan clearly identifying any actions required to be performed by the CRA. The Contractor must present the problem resolution plan to the local Site Authority for approval.

Service Support Call Levels		
Severity	Initial Response Time <sup>2</sup>	On-Site Response Time <sup>3</sup>
Minor Issue Service Call:		
A repair classified as such when identified it has not caused the unit to be placed out of service. It has also been identified as not to be a hazard to the operator, other employees, and or the work environment.	1 Business day from time of request for services	2-3 days
Urgent Issue Service Call:		
A repair classified as urgent and has been identified to be a hazard to the operator, other employees, and or the work environment, thus caused the unit to be placed out of service. It has also been identified as hindering the progress of daily activities within the CRA.	3 hours from time of request for services	1 day

The Contractor must respond to service calls within the response times identified in the table below:

<sup>&</sup>lt;sup>2</sup> Initial Response Time shall be measured from the time a written or verbal request for service is made by the CRA site to the Contractor, to the time the Contractor's service representative responds via a written or verbal acknowledgement.

<sup>&</sup>lt;sup>3</sup> On-site Response Time shall be measured from the time a written or verbal request for service is made by the CRA site to the Contractor, to the time the Contractor's service representative arrives on-site.



The initial and on-site response times apply to problems reported Monday through Friday 7 a.m. to 5 p.m. (local time). Problems reported to the Contractor after 5 p.m. will be treated as having been received at the start of the following business day.

#### MANUAL PALLET JACK MAINTENANCE SERVICES 4.1.1

As part of the remedial services & manual pallet jack maintenance services, the Contractor must also respond to service calls for Manual Pallet Jacks in order to perform the following maintenance services:

Maintenance Services	
Release Valve	Clean
Grease Pivot Points	Grease 5 pivot points
Steel Ball	Inspect
Load Rollers	Inspect rollers for damage
Change Oil	Inspect oil and replace if level are low
Cam Chain and nuts	Inspect
Control Handles	Inspect

Manual Pallet Jack maintenance service calls will be considered "Minor Issue Service Calls" under the Service Support Call Levels.

#### 4.2 **REPLACEMENT PARTS**

In the event that a part, including but not limited to batteries, is deemed defective the Contractor will use the CRA provided Replacement Parts to restore service to the lift-truck. If a Replacement Part is not available, CRA will then purchase new or refurbished parts, either from the Contractor or from another source to replenish the spares, at CRA's sole discretion.

It is anticipated that some of the existing lift-trucks may be retired during the Contract period and any parts from these retired machines will be reused as Replacement Parts for the remaining sites. Additionally CRA may move Replacement Parts between sites.

Prior to the Contractor installing Replacement Parts provided by CRA, the Contractor must inspect the Replacement Parts and identify to CRA any compatibility issues or problems which would prohibit the powered lift-truck from operating correctly.

CRA reserves the right to purchase Replacement Parts (which may include either new or refurbished equipment) from vendors other than the Contractor, and to have the Contractor install, maintain, and support these Replacement Parts.

All Replacement Parts purchased by CRA from the Contractor, either new or refurbished, to repair any CRA lift-truck, must provide a minimum of the same functionality as the original part.



The Contractor must provide proof of the Cost of item. Cost of Item represents the actual cost paid by the Contractor to acquire the equipment/item for resale. Cost of Item must not include overhead or any other miscellaneous costs incurred by the Contractor. Acceptable evidence would be a paid invoice or paid receipt from a third party.

#### POWERED LIFT-TRUCK OPERATOR TRAINING SERVICES 4.3

In addition to on-site maintenance and repair services, the CRA requires on-going powered lift-trucks operator training services.

The CRA requires training to meet all Federal and Provincial Occupational Health and Safety (OHS) requirements. Training must be in accordance with the CSA 335-04 (R2011) standard. Training material and sessions must be applicable to all powered lift-trucks listed in Annex A-1 used in CRA's mail and warehouse operations.

Training materials must cover safe work practices and engage operator awareness of potential hazards. The training service provider must provide all necessary material associated with the training in both official languages

#### **TRAINING TYPE** 4.3.1

The training service provider must provide the following types of training during CRA business working hours;

- New operator:
- Refresher, and:
- Train the trainer training.

Group training is to be provided on-site at the locations listed in Annex A-1. The operator training service provider must also be able to provide lift-truck operator training to single operators or up to 10 operators at one time.

All operator training courses must take place during regular business hours. The CRA will provide a training room and any necessary equipment, to perform the training course.

#### 4.3.2 TRAINER QUALIFICATIONS

As a minimum, all trainers must meet the requirements set out in section 7 of the CSA B335-04 (R2011) Standard. Proof of qualifications will be requested.

#### 4.3.3 **OPERATOR EVALUATION**

A written and practical test must be administered by the training service provider in order to demonstrate the participants' acquisition of skills and knowledge as well as level of competency.

Successful attendees must be provided with a Lift Truck Operator Certificate, a wallet card, and all other necessary documents required to comply with OHS regulations/laws. In addition, CRA must be provided with a record of achievement and a copy of each successful participant's certificate.



As a minimum, trair	nees must be trained a	and evaluated on	the following topics:
			the rene mig topicol

Knowledge	Instructional Objectives	Final Outcome for Operator Competences
	Applicable sections of the Occupational Health and Safety Act (the Act)	<ul> <li>Competent operator knows/understandings:</li> <li>A worker's duties</li> <li>A worker's right to refuse work where health or safety is in danger</li> <li>An employer's duties to protect workers</li> </ul>
Applicable Legislation	Applicable sections of Regulations made under the Act	<ul> <li>How to ensure the:</li> <li>Safety of other workers in the area</li> <li>Requirements for lifting devices, material handling, motor vehicles,</li> <li>Traffic control</li> <li>Requirements related to handling of loads</li> <li>Requirements for protective equipment</li> </ul>
Features of the Lift-Truck	Lift truck Operating Principles of Operation and Features	<ul> <li>Lift truck classification and designations</li> <li>Lift truck stability triangle and trapezoid</li> <li>What is meant by load centres</li> <li>Centre of gravity of load</li> <li>Longitudinal and lateral stability</li> <li>"centre of gravity" of lift-truck</li> <li>The effects of speed, acceleration, sharp cornering, height, attachment, grade/ramps and load security</li> <li>Operator blind spots associated with the design of the lift-truck (components, permanent equipment, attachment)</li> <li>The main components of the lift-truck with emphasis on the lifting/handling systems and their basic functions</li> <li>The factors affecting stability, reach/retract, counterbalance principles, tilt</li> <li>The location of the capacity plate and the information outlined on the plate—model/serial number, capacity rating at a given load centre at a given height, maximum lifting height of forks/attachment, truck weight and minimum battery weight</li> </ul>
	Manufacturer's Specifications	<ul> <li>A competent operator knows/understands:</li> <li>Where to access the Operator Manual</li> <li>The operating information outlined in the Manual</li> <li>The pre-operational and maintenance tasks described in the Operator manual</li> </ul>
Hazards in the Workplace	Dangerous Activities	<ul> <li>A competent operator understands the dangers of:</li> <li>Operating with restricted visibility (blind spots, corners, intersections</li> <li>Parking a vehicle on an incline</li> </ul>



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		<ul> <li>Not stopping before entering an incline</li> <li>Allowing riders unless there is an approved passenger seat</li> <li>Permitting anyone to stand/walk under loads or ride on loads</li> <li>Not keeping all parts of the body inside the operator's compartment at all times</li> <li>Travelling with load lifted more than 10 cm above the floor</li> <li>Dragging the forks when inserting or withdrawing them from a load</li> <li>Increasing the capacity of the lift-truck or overloading the lift-truck</li> <li>Stunt driving and horseplay</li> <li>Allowing anyone to stand on the forks or climb on the upright assembly</li> <li>Driving up to someone in front of a fixed object –e.g., wall, bench</li> <li>Moving a load with someone steadying it</li> <li>Jumping from the lift-truck in the event of a tip over</li> <li>Uneven surfaces</li> <li>Mast not tilted back far enough to stabilize the load</li> </ul>
		<ul> <li>Preparation of Incident Reports for all bumps, hits and any damage to racking or equipment</li> </ul>
<u>Skills</u> Procedure	Tasks to be Assessed	Final Outcome for Operator Competence
General Operation	Pre-operational check (circle check)	<ul> <li>Before operating a lift-truck, a competent operator:</li> <li>Carries out a visual inspection of the truck and its attachments to ensure that all are in good operating condition, using a checklist provided by the employer</li> <li>Follows recommended procedures for daily inspections of oil and water levels</li> </ul>
	Start Up	<ul> <li>A competent operator:</li> <li>Uses the correct mounting procedure</li> <li>Assumes the appropriate driving position</li> <li>Ensures transmission/directional control lever in "Neutral"</li> <li>Ensures parking brakes applied</li> <li>Activates start button/switch</li> <li>Ensures warning system operating</li> </ul>
	Starting, Stopping and Turning	<ul> <li>A competent operator:</li> <li>Starts and stops safely with and without a load</li> <li>Allows sufficient room for turning corners</li> <li>Operates at low speed when turning</li> </ul>



	Lloss appropriate atopring techniques when turning in
	<ul> <li>Uses appropriate steering techniques when turning in confined and limited spaces</li> </ul>
Shut Down/Parking Forward and Reverse Driving on Level Ground	<ul> <li>A competent operator:</li> <li>brings the truck to a complete stop, sets the parking brake, returns transmission/directional control lever to "Neutral"</li> <li>lowers forks to the ground, tilts them forward</li> <li>uses appropriate shut down procedures and turns off power supply</li> <li>chocks wheels if risk of truck moving</li> <li>keeps all parts of the body inside the operator's</li> <li>compartment at all times</li> <li>ensures clear visibility in the intended direction of travel</li> <li>if visibility is restricted, drives the truck in reverse or asks to be guided</li> <li>keeps the load-engaging means or the load itself low (usually within 10 cm of the floor) and tilted backward</li> <li>keeps safe operating distance from other lifting devices, pedestrians, machinery</li> <li>observes traffic management rules established by the employer</li> <li>drives at an appropriate speed, taking into consideration the type of device, the load, the pedestrian traffic along the path of the travel route, any obstructions and the condition of the driving surface</li> <li>adjusts fork arms and/or attachments appropriately to maintain stability</li> <li>observes weight restrictions for floors and elevators</li> <li>takes appropriate action when meeting restrictions such as overhead equipment and/or other obstructing</li> </ul>
Forward and Reverse Driving on Inclines, Ramps or Uneven Terrain	<ul> <li>stationary structures</li> <li>A competent operator: <ul> <li>when not carrying a load, travels forward down an incline and travels in reverse up an incline</li> <li>when carrying a load, travels in reverse down an incline and travels forward up an incline</li> <li>ensures that there is sufficient clearance for the lift truck, operator and load prior to travelling on an incline or uneven terrain</li> <li>does not turn the truck around on a ramp or incline</li> <li>drives at an appropriate speed taking into consideration the effects of gradient on the truck and on load security</li> <li>approaches the grade straight and not at an angle</li> <li>operates in gear</li> <li>ensures visibility is clear in the direction of travel</li> </ul> </li> </ul>



		verifies that the incline does not exceed the maximum     permissible slope
	Operating Around Personnel	<ul> <li>A competent operator: <ul> <li>always faces in the direction of travel</li> <li>when turning, ensures no personnel within the truck's danger zone</li> <li>observes employer's guidelines for ensuring the safety of pedestrians</li> <li>if stopped at intersection, does not move until eye contact made with any personnel at intersection</li> <li>maintains safe distance from pedestrians</li> </ul> </li> </ul>
Load Handling	Selection of Loads	<ul> <li>Before picking up a load, a competent operator: <ul> <li>assesses the weight distribution of the load and identifies limitations of the structures where the load has to be placed</li> <li>ensures that load is within the rated capacity for the device, taking into account the job to be done</li> <li>checks forks/attachments to ensure that they are safe to use with respect to capacity rating</li> </ul> </li> </ul>
	Load Pick Up and Placement	<ul> <li>A competent operator: <ul> <li>checks overhead clearance</li> <li>ensures truck safe distance from any live power lines</li> <li>engages at least 2/3 of the load length to be lifted and centres load evenly on forks</li> <li>adjusts the tilting angle of the mast, height of fork arms and reach extension to stabilize load</li> <li>ensures no loose articles lying on top of the load</li> <li>does not drag the forks when inserting or withdrawing them from a load</li> <li>does not raise or lower loads while truck is in motion</li> </ul> </li> </ul>
	Load Security and Integrity	<ul> <li>A competent operator:</li> <li>observes the limits for freestanding stack height</li> <li>makes sure load is secure and balanced before lifting</li> </ul>
	Stacking and Destacking Personnel Lifting, Lowering and Supporting	<ul> <li>A competent operator:</li> <li>is able to stack safely the particular types of loads encountered in the workplace</li> <li>ensures that pallets or skids are safe to be moved and stored; for example, ensures no broken runners or legs</li> <li>ensures lift truck meets prescribed requirements</li> <li>ensures the safety of pedestrians in the area</li> </ul>
	Loading Trucks or Trailers	<ul> <li>Before driving into any truck or trailer, with or without a load, a competent operator:</li> <li>ensures that the vehicle being loaded is adequately restrained to prevent movement</li> <li>inspects floors for stability and integrity</li> </ul>



	<ul> <li>ensures adequate lighting</li> <li>ensures that the dock/bridge plate is one designed to support the mass of the loaded lift truck</li> <li>ensures that the dock/bridge plate is firmly in position</li> <li>ensures the trailer is properly supported by a jack stand where appropriate (e.g., when not connected to the tractor)</li> </ul>
Unloading	<ul> <li>A competent operator:</li> <li>verifies that the structure where the load has to be placed is able to carry the weight of the load</li> <li>when stacking loads, does not block access to fire extinguishers, exits or stairways</li> <li>ensures the load at the bottom is secure and levelled</li> <li>tilts load forward</li> <li>exits with forks level</li> </ul>
Recharging	<ul> <li>A competent operator who will perform routine maintenance and has been trained to do so safely: <ul> <li>follows the manufacturer's requirements and employer's procedures for safe recharging of lift-trucks including:</li> <li>wearing the appropriate personal protective equipment, including eye protection</li> <li>properly positioning and securing vehicle</li> <li>observing workplace precautions with respect to fires</li> </ul> </li> </ul>

A course evaluation must be completed by each program participant in order to demonstrate their acquisition of skills and knowledge and level of competency.

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# 5. ADDITIONAL SERVICES

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The Contractor must provide the following services at no cost to the CRA.

# 5.1 INITIAL FLEET ASSESSMENT

The Contractor must conduct a fleet assessment of CRA's powered lift-trucks and manual pallet jacks. As part of the fleet assessment, the Contractor must visit each CRA site and provide a report which includes, at a minimum:

- a complete inventory of CRA's powered lift-trucks by make, model, year, type, location, serial number, current usage hours, battery type and associated charger;
- a list of deficiencies and recommended repairs for each lift-truck (NIL report if that is the assessment); and
- a recommended maintenance plan for each powered lift-truck. Each plan is subject to the approval of the CRA Site Authority or the CRA Technical Authority. Each plan must meet all requirements of the OEM's recommended maintenance instructions.

The Initial Fleet Assessment Report must be completed and delivered to the Project Authority within 120 days of Contract Award.

## 5.2 BATTERY RECYCLING & DISPOSAL SERVICES

The battery recycling and disposal services to be provided must include transportation, handling, recycling and disposal of batteries.

## 5.2.1 Disposal

When a battery has reached its end-of-life and can no longer be used, the Contractor, on CRA's request, must recycle and dispose of the battery in accordance with all applicable legislation (federal, provincial or municipal) regarding disposal of hazardous waste. The Contractor must supply all required chemicals, tools, and accessories (including but not limited to Battery Rollers) needed remove end-of-life batteries. The Contractor must dispose of the battery through a provincially recognized and approved recycling program and facility for the reuse, recycling or proper disposal of hazardous waste.

Ownership of batteries, for which CRA has requested recycling and disposal by the Contractor, will transfer from CRA to the Contractor at the time of pick up. CRA will no longer be responsible or liable for the batteries following pick-up by the Contractor, or for any harm caused by the batteries in any respect. For greater certainty, the Contractor must ensure proper labelling, packaging and carriage of the batteries and will be held liable for any damages caused to any party by improper packaging, labelling or carriage.

Each battery, for which CRA has requested disposal, must be delivered to a facility for reuse or recycling and disposal within the same municipality in which it was picked up, unless that municipality does not have a provincially recognized and approved facility. In this case, the battery must be delivered to a provincially recognized and approved facility for reuse or recycling and disposal within the same province as the municipality in which it was picked up. Batteries must not be transported internationally for the reuse or recycling and disposal.



# 5.2.2 Transportation of Batteries

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Transportation of all end-of-life batteries shall be in compliance with all applicable legislation including, but not limited to the Transportation of Dangerous Goods (TDG) Regulations. All battery shipments must fully comply with the TDG Regulations. The TDG Regulations require dangerous goods to be transported in prescribed or permitted means of containment, the means of containment must bear the appropriate safety marks and a shipping document must adequately describe the dangerous goods. The shipping document must include the information listed under section 3.5 of the TDG Regulations.

The information includes, but is not limited to:

- name and address of the consignor;
- date;
- 24 hour telephone number;
- a description of the batteries, including:
  - the UN number;
  - the shipping name;
  - primary and subsidiary class;
  - packing group;
- total weight of batteries, in kilograms.

### 5.2.3 Resources

The resources proposed by the Contractor to perform all activities related to the recycling and disposal of batteries, must have proper training and certification, and at a minimum must be certified as required by all applicable legislation.

This training includes, but is not limited to training in Workplace Hazardous Materials Information Systems (WHMIS), Transportation of Dangerous Goods Act (TDGA), and Environmental Emergency (Spill) Response, as appropriate. All certification must be presented prior to start of work if requested by the CRA.

The Contractor must provide to CRA, at the time the contract is awarded, a certificate for each provincially recognized and approved recycling facility to where the Contractor will be transporting end-of-life batteries.

## 5.3 REPORTING

The Contractor must provide CRA with ad-hoc reports as requested by CRA, in addition to the scheduled reports listed below. All reports must be provided in the format(s) requested by CRA.

The following reports must be provided by the Contractor:

### 5.3.1 Inspection Report

An Inspection Report must be provided to the Site Authority after each inspection, including the annual and semiannual maintenance, the monthly battery and charger services, and the "as and when requested" maintenance services.

Each Inspection Report must include, at a minimum:

• a complete listing of the work performed, by lift-truck and by date;



- the reason for the work being performed;
- the time required to complete the work, along with a listing of any noted deficiencies and the Contractor's recommended repairs to correct the deficiencies;
- clear indication if machine remains safely operable, or needs to be removed from service; •

If the Contractor deems the machine to be unsafe to operate or should be removed from service contractor must indicate on the report.

Inspection Reports must be provided to the Site Authority within two (2) days of the work being completed.

#### 5.3.2 **Maintenance Service History Report**

The Contractor must maintain a Maintenance Service History Report for each piece of equipment covered under this agreement. The Maintenance Service History Report is to identify each piece of equipment, including serial number, location of equipment, and the date of each maintenance or repair completed - including a detailed description of the problem, the parts replaced (if any) and cost of the repair.

The Maintenance Service History Report must be provided to the Project Authority annually and at any time a request is made by the CRA.

#### 5.3.3 **Battery Disposal Report**

At a minimum the Battery Disposal Report must list all the batteries the Contractor transported to be reused or recycled and disposed. The report must include the date and pick-up location of each battery and the date and the location of the facility to where it was transported.

The Battery Disposal Report must be provided to the Project Authority annually and at any time a request is made by the CRA.

#### 5.3.4 **Training Report**

The Contractor must maintain a record detailing all operator training sessions provided to CRA. A Training Report must be made available to the CRA upon request.

The report must, at a minimum, contain the employee's name, date of training, and type of training, mid-term evaluation date, retraining date, training results, copy of certification and course curriculum.

# ANNEX A-1: CRA SITES AND POWERED LIFT-TRUCK COUNT

Site ID	Location	Туре	Manufacturer	Model	Quantity
	REGIO	N A - ATLANTIC	REGION		<u> </u>
A1	1557 Hollis Street, Halifax, NS, B3J 3V4	Pallet Truck	Jungheinrich	EJE 120	1
A2	126 Prince William Street, Saint John, NB, E2L 2B6	Pallet Truck	Yale	MPB040- EN24T2748	2
A3	290 Empire St. John's, NL A1B 3Z1	Pallet Truck	Clark	HWD 30	1
	117 Glencoe Drive, Mount Pearl, NL, A1N 4S7	Reach Fork Trucks	Raymond	750-R35TT	1
A4	117 Glencoe Drive, Mount Pearl, NL, A1N 4S7	Pallet Truck	Yale	MPB040- ACN24C2748	3
	117 Glencoe Drive, Mount Pearl, NL, A1N 4S7	Pallet Truck	Blue Giant	BGP-40	1
А5	275 Pope Road Summerside, PE, C1N 6A2	Pallet Truck	Raymond	102T-F45L	4
	275 Pope Road Summerside, PE, C1N 6A2	Reach Fork Trucks	Raymond	ET-R30TT	2
A6	167 Industrial Drive, Borden- Carleton, PE, C0B 1G0	Pallet Truck	Liftrite	T132L42050F- 000000-00A	1
	REGIO	ON B - QUEBEC I	REGION		
	2251 René-Lévesque Boulevard, Jonquiere, QC, G7X 6K0	Pallet Truck	Raymond	Modèle 20	1
B1	2251 René-Lévesque Boulevard, Jonquiere, QC, G7X 6K0	Pallet Truck	Lansing	POE54-1	1
	2251 René-Lévesque Boulevard, Jonquiere, QC, G7X 6K0	Pallet Truck	Raymond	102XM	1
B2	305 René Lévesque Boulevard West, Montréal, QC, H2Z 1A6	Pallet Truck	Caterpillar	NPP60	1
В3	165 de la Pointe-aux-Lièvres Street South, Quebec, QC, G1K 5Y8	Pallet Truck	Raymond	RAS-S25TF, 102T-F45L	2
В4	4695-12th Avenue, Shawinigan- Sud, QC, G9N 7V9	Pallet Truck	Multiton	EME AC 30, EMG-62, WM30	6
	4695-12th Avenue, Shawinigan- Sud, QC, G9N 7V9	Reach Fork Trucks	Raymond	20I-R30TT, EASi-R30TT	2
В5	55-25 Des Forges Street, Trois-Rivières, QC, G9A 2G4	Pallet Truck	Presto	PPS2200- 62NAS/62	1
	REGIO	N C - ONTARIO	REGION		
	201 Innes Park Way, Ottawa, ON, K1B 1E3	Sit-down Counterbalance	Clark	TM15S	1
C1	201 Innes Park Way, Ottawa, ON, K1B 1E3	Stand-up Counterbalance	Schaeff	W45S	2
	201 Innes Park Way, Ottawa, ON, K1B 1E3	Pallet Truck	Linde	T20S01	1
	201 Innes Park Way, Ottawa, ON, K1B 1E3	Pallet Truck	Lansing	POES11.5	2
	875 Heron Road, Ottawa,	Pallet Truck	Crown	WP2335-45	1



	ON, K1A 1B1				
C2	875 Heron Road, Ottawa, ON, K1A 1B1	Pallet Truck	Lansing	POES11.5, T20 S01	2
	875 Heron Road, Ottawa, ON, K1A 1B1	Pallet Truck	Crown	WP2335-45	1
	875 Heron Road, Ottawa, ON, K1A 1B1	Pallet Truck	Presto	WP36-20	1
	875 Heron Road, Ottawa, ON, K1A 1B1	Reach Fork Trucks	Raymond	20I-R30TT, 740-R35TT	2
C3	2215 Gladwin Crescent, Ottawa, ON, K1B 4X9	Pallet Truck	Crown	WP2335-45	1
03	2215 Gladwin Crescent, Ottawa, ON, K1B 4X9	Sit-down Counterbalance	Clark	TM15S	1
C4	2204 Walkley Road, Ottawa, ON, K1A 1L8	Pallet Truck	Crown	WP2335-45	1
C5	395 Terminal Avenue, Ottawa, ON, K1A OL5	Pallet Truck	Crown	Unknown	1
C6	333 Laurier Avenue West, Ottawa, ON, K1P 1C1	Pallet Truck	Yale	2415B1	1
	1050 Notre Dame Avenue, Greater Sudbury, ON, P3A 4Z2	Pallet Truck	Blue Giant	XPT30/27X48	5
	1050 Notre Dame Avenue, Greater Sudbury, ON, P3A 4Z2	Pallet Truck	Crown	PE-3540-60	1
C7	1050 Notre Dame Avenue, Greater Sudbury, ON, P3A 4Z2	Reach Fork Trucks	Raymond	20I-R30TT, 20R30TF, 750- R35TT	3
	1050 Notre Dame Avenue, Greater Sudbury, ON, P3A 4Z2	Pallet Truck	Vestil	HIPM-PTD- 2048-DC	1
	1050 Notre Dame Avenue, Greater Sudbury, ON, P3A 4Z2	Pallet Truck	Yale	MBP040	1
C8	130 South Syndicate Avenue, Thunder Bay, ON, P7E 1C7	Pallet Truck	Yale	MPB040ACN24 C2742	1
C9	200 Town Centre Court, Scarborough, ON, M1P 4X8	Pallet Truck	Unknown	Unknown	1
C10	5800 Hurontario St., Mississauga, Ontario, L5R 4B4	Reach Fork Trucks	Blue Giant	BGS22-90	1
010	5800 Hurontario St., Mississauga, Ontario, L5R 4B4	Pallet Truck	Blue Giant	BGP45	1
C11	1 Front Street West, Toronto, ON, M5J 2X6	Pallet Truck	Blue Giant	XPT30/27X48	1
	1 Front Street West, Toronto, ON, M5J 2X6	Pallet Truck	Ryder	40GPW-4-14	1
C12	5001 Yonge Street, North York, ON, M2N 5P1	Pallet Truck	Yale	MPB040ACN24 C2742	1
	REGIO	ON D - PRAIRIE R	REGION		
D1	220 4th Avenue South East, Calgary, AB, T2G 4X3	Pallet Truck	Fenwick	XA 20 893705	1
D2	201 Weston Street, Winnipeg, MB, R3C 3H4	Reach Fork Trucks	Caterpillar	NRR30	2
	201 Weston Street, Winnipeg, MB, R3C 3H4	Pallet Truck	Hyster	B60Z	1



	201 Weston Street, Winnipeg, MB, R3C 3H4	Pallet Truck	Jungheinrich	ECR 327	2
	201 Weston Street, Winnipeg, MB, R3C 3H4	Sit-down Counterbalance	Nissan	CUN01L15S	1
	201 Weston Street, Winnipeg, MB, R3C 3H4	Reach Fork Trucks	Raymond	740-R35TT, EASi-R30TT	4
	201 Weston Street, Winnipeg, MB, R3C 3H4	Pallet Truck	Raymond	112TM-FRE60L	1
	66 Stapon Road, Winnipeg, MB, R3C 3M2	Pallet Truck	Crown	4500 Series E	1
D3	66 Stapon Road, Winnipeg, MB, R3C 3M2	Pallet Truck	Jungheinrich	ECR 327	1
03	66 Stapon Road, Winnipeg, MB, R3C 3M2	Pallet Truck	Linde	EWR60-02	1
	66 Stapon Road, Winnipeg, MB, R3C 3M2	Reach Fork Trucks	Raymond	750-R35TT, EASI	2
	REG	ON E - PACIFIC R	REGION		
	9755 King George Boulevard Surrey, BC, V3T 5E1	Pallet Truck	Crown	40GPW-4-14, WP2335-45	2
E1	9755 King George Boulevard Surrey, BC, V3T 5E1	Pallet Truck	Hyster	W40Z	1
	9755 King George Boulevard Surrey, BC, V3T 5E1	Pallet Truck	Linde	EGU20-02	1
	9755 King George Boulevard Surrey, BC, V3T 5E1	Pallet Truck	Prime-Mover	LST1350	1
E2	1166 West Pender Street, Vancouver, BC, V6E 3H8	Pallet Truck	Mitsubishi	PMWT15N	1
<b>E</b> 2	1166 West Pender Street, Vancouver, BC, V6E 3H8	Pallet Truck	BT / Raymond	BT SPE135S	1



# ANNEX B: BASIS OF PAYMENT

To be inserted at contract award.

ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.



# ANNEX C: BID EVALUATION SCORE EXAMPLE

The following example illustrates how the **bid evaluation score** is determined:

Table 1.1: Annual & Semi-Annual Maintenance Service	s - Firm All-Inclusive Unit Prices – Atlantic Region
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Bidder	Bid Evaluation Price	Price Score
1	\$16,480.00	\$15,680 / \$16,480.00 * 30 = 28.54 Points
2	\$17,280.00	\$15,680.00 / \$17,280.00 * 30 = 27.22 Points
3	\$15,680.00	\$15,680.00/ \$15,680.00 * 30 = 30 Points

Table 1.2: Monthly Battery and Charger Maintenance Services - Firm All-Inclusive Unit Prices - Atlantic Region

Bidder	Bid Evaluation Price	Price Score
1	\$50,880.00	\$50,880.00 / \$50,880.00 * 50 = 50 Points
2	\$55,680.00	\$50,880.00 / \$55,680.00 * 50 = 45.69 Points
3	\$60,480.00	\$50,880.00 / \$60,480.00 * 50 = 42.06 Points

Table 1.3: As and When Requested Remedial Services & Manual Pallet Jack Maintenance Services - Firm All-Inclusive Hourly Labour Rates – Atlantic Region

Bidder	Bid Evaluation Price	Price Score
1	\$330.00	\$300.00 / \$330.00 * 10 = 9.09 Points
2	\$300.00	\$300.00 / \$300.00 * 10 = 10 Points
3	\$360.00	\$300.00 / \$360.00 * 10 = 8.33 Points

Table 1.4: As and When Requested Replacement Parts - Firm Mark-up Percentage Rate – Atlantic Regio
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Bidder	Bid Evaluation Price	Price Score	
1	10%	10% / 10% * 5 = 5 Points	
2	12%	10% / 12% * 5 = 4.16 Points	
3	15%	10% / 15% = 3.33 Points	

Table 1.5: As and When Requested Powered Lift-Truck Operator Training - Firm Rate per Training Session – Atlantic Region

Bidder	Bid Evaluation Price	Price Score		
1	\$6,300.00	\$3,300.00 / \$6,300.00 * 5 = 2.62 Points		
2	\$4,800.00	\$3,300.00 / \$4,800.00 * 5 = 3.44 Points		
3	\$3,300.00	\$3,300.00 / \$3,300.00 * 5 = 5 Points		



# Bid Evaluation Score Calculation - Atlantic Region

		Price Score	
Table	Bidder 1	Bidder 2	Bidder 3
1	28.54	27.22	30
2	50	45.69	42.06
3	9.09	10	8.33
4	5	4.16	3.33
5	2.62	3.44	5
Bid Evaluation Score (Total)	95.25	90.51	88.72

\* Bidder 1 is the winning proposal.