

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government
Services Canada

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

Proposition aux: Travaux Publics et Services
Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet PLATFORM LIFT	
Solicitation No. - N° de l'invitation W8476-145078/A	Date 2014-03-28
Client Reference No. - N° de référence du client W8476-145078	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-619-64938	
File No. - N° de dossier hs619.W8476-145078	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-05-12	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Vlahos, Helen	Buyer Id - Id de l'acheteur hs619
Telephone No. - N° de téléphone (819) 956-1107 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

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

Solicitation No. - N° de l'invitation

W8476-145078/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hs619W8476-145078

Buyer ID - Id de l'acheteur

hs619

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

W8476-145078

CCC No./N° CCC - FMS No/ N° VME

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14 March 2014

**PURCHASE DESCRIPTION
FOR
ELECTRIC SELF-PROPELLED SCISSOR LIFT
ECC 145235**

1. SCOPE

1.1 Scope - This document covers the requirement for an electric self-propelled scissor lift with a maximum working height of at least 11.75 m (38 ft).

1.2 Instructions - The following instructions *shall* be applied to this Purchase Description:

- (a) Requirements, which are identified by the word “*shall*”, are mandatory. Deviations will not be permitted;
- (b) Requirements identified by “*shall^(E)*” are mandatory. The Technical Authority will consider substitutes/alternatives for acceptance as an Equivalent;
- (c) Requirements identified with a “will” define actions to be performed by Canada and require no action/obligation on the Contractor’s part;
- (d) Where “*shall*”, “*shall^(E)*”, or “will” are not used, the information provided is for guidance only;
- (e) In this document “provided” *shall* mean “provided and installed”;
- (f) Where technical certification is required, a copy of the certification or an acceptable proof of compliance *shall* be provided upon request, at no cost for Canada;
- (g) Metric measurements *shall* be used to define the requirement. Other measurements are for reference only and may not be exact conversions; and
- (h) Dimensions stated as nominal *shall* be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

OPI DSVPM 4 – DAPVS 4

Issued on Authority of the Chief of the Defence Staff

Publiée avec l’autorisation du Chef d’état-major de la Défense



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1.3 **Definitions** - The following definitions apply to the interpretation of this Purchase Description:

- (a) **“Technical Authority”** - The government official responsible for technical content of this requirement;
- (b) **“Equivalent”** - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance; and
- (c) **“Vehicle”** - Refers to the completely manufactured electric self-propelled scissor lift and related parts and equipment installed.

2. APPLICABLE DOCUMENTS

2.1 Government Furnished Documents

C-10-100/AG-005

Acceptance of Commercial and Foreign Government Publications as Adopted Publications

D-01-100-200/SF-002

Preparation of Data Summaries for Commercial Vehicles and Equipment

Proof of Familiarization Operator Training

Proof of Familiarization Maintenance Training

2.2 Other Publications - The following documents form part of this purchase description. Web sites for the organization are given when available. Effective documents are those in effect on date of manufacture. Sources are as shown:

CSA B354.2-01 Self-Propelled Elevating Work Platforms

Canadian Standards Association
5060 Spectrum Way, Suite 100
Mississauga, Ontario, L4W 5N6
<http://www.csa.ca/cm/ca/en/home>

ANSI/SIA A92.6-2006 Self-Propelled Elevating Work Platforms

American National Standards Institute
11 west 42nd Street
New York, New York 10036

SAE Handbook

Society of Automotive Engineers Inc.
400 Commonwealth Dr.,
Warrendale, PA, 15096
<http://www.sae.org>

3. REQUIREMENTS

3.1 Standard Design - The equipment *shall*:

- (a) **Latest Model** - Be the manufacturer's latest model;
- (b) **Industry Acceptability** – Have demonstrated industry acceptability by having been manufactured and sold commercially for at least 2 years, or, *shall* be manufactured by a company that has at least 5 years experience in design and manufacturing of a comparable type of equipment of equivalent or greater complexity. Product brochure *shall* be attached to bid submission;
- (c) **Engineering Certification** - Have engineering certification available, upon request, for this vehicle/equipment from the original manufacturers of major equipment systems and assemblies;
- (d) **Regulation** - Conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and pollution in effect in Canada at the time of manufacture;
- (e) **Published Ratings** – Have system and component capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance; and
- (f) **Standard Components** - Include all components, equipment, and accessories normally supplied for this application, although they may not be specifically described in this purchase description.

3.1.1 **Design Principles**

- (a) **Standard Components** - Commercially available standard parts complying with commercial standards *shall* be used wherever possible;
- (b) **Interchangeability** - All components, assemblies, and sub-assemblies used in the construction *shall* be designed and manufactured to dimensional tolerances, which will permit interchangeability and facilitate replacement of parts;
- (c) **Spare Parts** - The manufacturer *shall* select components readily available for a minimum period of ten (10) years from the date of manufacture;
- (d) **Maintainability** – All routine maintenance and repair tasks *shall* be able to be performed at the operator skill level and accessible without the disassembly of major components; and
- (e) **Modularity** - Major assemblies *shall* be able to be disconnected and removed from the vehicle without the necessity for extensive disassembly of components.

3.2 **Operating Conditions**

3.2.1 **Weather** - The vehicle *shall* operate, in accordance with specified requirements, in temperatures ranging from 0 to 20 degrees Celsius (32 to 68 degrees Fahrenheit). The vehicle will be stored indoors.

3.2.2 **Terrain** - The vehicle *shall* be capable of being operated on concrete floors, compacted gravel and outdoor paved surfaces while being used in and around buildings.

3.3 **Safety** – The vehicle and subsystems *shall* be compliant to the latest issue of CSA B354.2, ANSI A92.6 and all welded fabricated items; assemblies and sub-assemblies *shall* conform to the latest issue of CSA W59.

3.3.1 **Noise Levels** - The noise level *shall not* exceed 86 decibels (dB(A)) at the vehicle platform when measured in accordance with SAE Recommended Practice J1096.

3.3.2 **Human Engineering and Safety**

- (a) The vehicle and subsystems *shall* be safe and easy to use by users with anthropometric characteristics ranging from 95th percentile characteristics to 5th percentile female characteristics female under all operating conditions as published in SAE Recommended Practice J833;
- (b) The vehicle and subsystems *shall* have entry and exit points equipped with handles and steps appropriately sized and positioned to be employed by CF users having anthropometric characteristics ranging from 95th percentile male characteristics to 5th percentile female characteristics.
- (c) The vehicle and subsystems *shall* be equipped, where required for operator safety, with safety features such as warning and instruction plates, non-slip walking surfaces and heat shields.

3.4 **Performance**

3.4.1 **Vehicle Performance** – The vehicle *shall*:

- (a) Have a maximum stowed forward speed of at least 3 km/h (1.8 mph);
- (b) Be electrically driven; and
- (c) Have a stowed gradeability of at least 25 percent.

3.4.2 **Lift Performance** – The vehicle *shall*:

- (a) Have a maximum platform height of no less than 9.75 m (32 ft);
- (b) Have a total width of 0.81 meter (2 ft 8 in) wide; and
- (c) Have a minimum unrestricted lift capacity of 227 kg (500 lbs).

3.4.3. **Vehicle Delivery Condition** – The vehicle *shall* be delivered to destination in a fully operational condition (serviced and adjusted) and *shall* be cleaned. If the vehicle requires assembly at destination, the Contractor *shall* be responsible for all manpower and equipment to perform assembly. The consignee will provide the area required for assembly. If applicable, all tools (i.e. wheel wrench, etc), equipment and accessories which are shipped loose with the vehicle *shall* be listed on the shipping certificate or to an attached packing note.

3.5 **Chassis** – The vehicle chassis *shall* be the manufacturer’s standard for a vehicle of this type and size.

3.6 **Braking System** – The braking system *shall* be the manufacturer’s standard for this type of vehicle.

3.7 **Steering** – The steering system *shall* be the manufacturer’s standard for this type of size of vehicle.

3.8 **Wheels, Rims and Tires** – The wheels, tires and rims *shall* be the manufacturer’s standard for this size and type of equipment. Solid non-marking tires *shall*^(E) be provided.

3.9 Instruments – Instruments *shall^(E)* be the manufacturer’s standard including;

- (a) **Safety Alarms** - All available safety alarms including: tilt alarm, descent alarm, travel alarm, and/or motion alarm.

3.10 Equipment

3.10.1 **Vehicle Equipment** - The vehicle *shall* be equipped with an operator activated warning horn, appropriate to alert personnel in the vicinity.

3.10.2 **Platform Equipment** – The platform *shall^(E)* be equipped with:

- (a) **Swing Gate** – A swing gate that can be safely secured in a closed position;
- (b) **Air-Line** – An air-line appropriate for powering tools;
- (c) **Power Outlet(s)**;

3.10.3 **Outriggers** – Hydraulic outriggers *shall* be provided, if required.

3.11 Controls - Controls *shall^(E)*

- (a) Not restrict the operator's field of view;
- (b) Be permanently marked to identify and show function of each control lever or switch with markings/instructions in English and French or international symbols as defined by SAE J1362;
- (c) Have controls ergonomically accessible to the operator. Joystick controls are desired;

3.12 Electrical System - The vehicle electrical system *shall^(E)* be the manufacturer’s standard. The electrical system *shall^(E)* include:

- (a) **Batteries** – Maintenance free batteries with a minimum rating of 1800 CCA.
- (b) **Battery charger**;
- (c) **Grommets** - Grommets protecting electrical wiring passing through metal components;
- (d) **AC Power**
 - i. **Inverter** - A static inverter attached to the direct current (DC) electrical system to produce a nominal 120 VAC, 60 hertz output with a minimum capacity of 3000 watts. The inverter *shall* have its own deep cycle batteries that are charged by the vehicle but isolated to prevent drain of vehicle battery. Inverter storage *shall* be enclosed to provide protection from environmental elements; and
 - ii. **Power Cord** – An AC power cord to platform
- (d) **Master Disconnect Switch.**

3.13 Lighting - Lighting *shall*^(E) be LEDs wherever possible and *shall*^(E) include:

- (a) **Dual Flashing Beacons**
- (b) **Platform Mounted Work Lights.**

3.14 Hydraulic System – The hydraulic system shall be the manufacturer’s standard complete with all components required for the operation of the hydraulic equipment specified, including pump, reservoir, filters and control valves. The hydraulic system *shall*^(E) also include an oil cooler to maintain oil temperature within operating limits under specified conditions.

3.15 Lubricants - The vehicle *shall* be delivered with manufacturer's standard lubricants and hydraulic fluids. The lubricants and hydraulic fluids shall be consistent with the delivery location and season. Lubrication fittings *shall*^(E) conform to SAE J534.

3.16 Paint and Corrosion Protection - The following applies:

3.16.1 Paint – The vehicle *shall* be painted using manufacturer’s standard commercial paint and procedures. All metal surfaces *shall* be protected. The prime coating *shall* be a high durability, corrosion resistant type, such as an epoxy.

3.16.2 Corrosion Resistant Materials - The vehicle *shall*^(E):

- (a) **Rivet** - Be provided with stainless steel, zinc plated or hot dipped galvanized aluminium rivets, and plastic black oxide brass fasteners; and
- (b) **Corrosion Protection Design** - Be designed to prevent galvanic corrosion.

3.17 Warning and Instruction Plates – International symbols and/or bilingual markings *shall* be provided for all identification, instructional, and warning labels. The following items *shall* be provided:

- (a) An aerial device ratings placard at the control station;
- (b) Engraved metal plates labelling all gauges and controls and *shall*^(E) be attached with rivets;
- (c) Detailed operating instruction plates for all operations

3.18 Safety Recalls and Service Bulletins - The following information *shall* be sent to the final delivery locations and to the Technical Authority, on a continuing basis, throughout the expected life of the vehicle:

- (a) Safety recalls; and
- (b) Manufacturer's technical service bulletins.

4. INTEGRATED LOGISTICS SUPPORT

4.1 Manuals

- (a) All manuals required for the description, operation, maintenance and repair of the complete equipment, including sub-systems, **shall** be provided. As a minimum, the manuals **shall** consist of a bilingual Operator's manual, and bilingual Maintenance manual and an English Parts manual. Bilingual Parts manuals are desirable. The content of the manuals **shall** be as described in Section 2 of C-01-100/AG-005 Acceptance of Commercial and Foreign Government Publications as Adopted Publications.
- (b) The contractor **shall** submit sample manuals to the Technical Authority (TA) for each equipment model and or sub-system for approval as described in Section 2 of C-01-100/AG-005 Acceptance of Commercial and Foreign Government Publications as Adopted Publications, not later than 30 days after acceptance by DND of the first production article.

National Défense Headquarters
LSTL Building
Mgen George R.Parkes Building
Ottawa, On, K1A 0K2
Attention: DSVPM 4

- (c) Manuals **shall** be delivered as follows:
 - i. Qty 1 Operator's manual (paper format) **shall** be provided with each vehicle or piece of equipment;
 - ii. Qty 1 complete set of manuals (Operator's, Maintenance and Parts) **shall** accompany the first vehicle or equipment shipped to each unit(s). The manuals **shall** be in paper and electronic format;
 - iii. Qty 1 complete set of manuals (Operator's, Maintenance and Parts) in electronic format **shall** be delivered to the Technical Authority no later than 30 days after acceptance of the sample manuals.
- (d) In the event that approved manuals are not available at the time of delivery of the equipment, manuals marked "Provisional" **shall** be supplied with the equipment. The contractor **shall** deliver replacement approved manuals to all destinations where Provisional manuals were delivered.
- (e) The Canadian Government reserves the right to translate and reproduce, for Government use only, all or any part of the publications supplied, including the training packages delivered against the contract agreement as described in Part 1 Para 8 and Para 9 of C-01-100/AG-005 Acceptance of Commercial and Foreign Government Publications as Adopted Publications.
- (f) The contractor **shall** supply manual supplements (Operator's, Maintenance and Parts) to support dealer-installed equipment not covered in approved manuals. These supplements **shall** require separate DND approval. These supplements **shall** be provided to each destination in the same quantities and format as the approved manuals.
- (g) Changes to manuals:
 - i. During the period of the Contract, changes to equipment, which affects the contents of manuals, **shall** be conveyed to DND for the revision of the electronic and paper version of the manuals.

- ii. Changes to the manuals **shall** conform to the same format and presentation requirements as the original manuals.
 - iii. The revised electronic version of the manual **shall** be sent to the Technical Authority by the Contractor.
- (h) Approved copies of the electronic format manuals **shall** be delivered on CD/DVD-ROM as per Para 3. CD/DVD-ROM **shall not** require installation, password and/or Internet connection to be accessed and **shall** be an unlocked PDF in a searchable format.

4.2 Data Summary - The contractor **shall** provide a bilingual Data Summary for each make/model/configuration of equipment as described in D-01-100-200/SF-002. A representative sample template of a Data Summary, Equipment Configuration Code (ECC) and the publication number will be provided to the Contractor by the Technical Authority.

- i. The Data Summary **shall** provide details of all attachments and options.
- ii. The Contractor **shall** submit a draft of the Data Summary to the Technical Authority for review and acceptance in electronic format (MS Word) within 30 days after contract award.

4.3 Warning Sign and Identification Label - The contractor **shall** deliver the equipment with bilingual warning signs and identification labels. Bilingual labels and signs **shall** also be represented in the parts manual.

4.4 Warranty Letter - The contractor **shall** provide a bilingual Warranty Letter with each vehicle delivered and include the following details:

- i. A list of all Canadian designated warranty service providers that will honor the warranty for the equipment and attachments (if applicable) procured under this contract. This list **shall** include the contact person and phone number at each warranty service provider.
- ii. Additional warranty coverage of sub-systems and a copy of the bilingual warranty letter from each sub-system's Original Equipment Manufacturer (OEM).
- iii. Warranty period as negotiated in the contract.
- iv. Contractor contact information, name and phone number, for warranty support.

4.5 Photographs

- (a) Photographs **shall** be submitted in electronic format.
- (b) The contractor **shall** provide photographs within 15 days of delivery of the first vehicle or equipment of each make/model/ configuration. The color photographs **shall** be taken against a plain background, in digital Joint Photographic Experts Group (JPEG) format with a minimum 10 megapixel resolution. The photographs **shall** be as follow:
 - i. A left front three-quarter views of a completed unit;
 - ii. A right rear three-quarter views of a completed unit, and;

- iii. A side and front view sketch showing the dimensions **shall** be provided. Brochure sketches are acceptable.

4.6 Special Tools List

- (a) The contractor **shall** provide an itemized list of specific special tools required for the servicing and repair of the vehicle or equipment procured under this contract. The list **shall** include the following information.
 - i. Item name;
 - ii. Manufacturer's part number (OEM);
 - iii. Quantity recommended per delivery location;
 - iv. Contractor's part number;
 - v. Unit price; and
 - vi. Unit of issue.
- (b) These tools **shall** also be listed in the Maintenance manual as described in Section 2 Para 4 of C-01-100/AG-005 Acceptance of Commercial and Foreign Government Publications as Adopted Publications.

4.7 Line Setting Ticket – One copy of the vehicle manufacturer's Line Setting Ticket, or equivalent, describing the components provided on vehicle **shall** be provided to the Technical Authority. One copy **shall** accompany the vehicle to the final delivery point.

4.8 Familiarization Operator Training

- (a) The Contractor **shall** deliver a familiarization training session dealing with the specific features and capabilities of the equipment. The training **shall** cover, as a minimum, the operator servicing procedures, how to operate the features of the vehicle safely and efficiently and deliver a minimum of one (1) hours of individual practical operating training per operator.
- (b) The training **shall** be a minimum of five (5) hours total of operator training for a maximum of six (6) persons at a customer location where the equipment is delivered. Training **shall** be available in both official languages. Training dates **shall** be coordinated with the TA.
- (c) The contractor **shall** deliver the “**PROOF OF OPERATOR TRAINING**” certificate for signature by a Crown Representative from the location where the training is taking place and return the signed document to the TA. The Technical Authority will supply a template of the document in electronic format to the contractor.

4.9 Familiarization Maintenance Personnel Training

- a) The Contractor **shall** provide familiarization training to the maintenance personnel. The training **shall** cover, as minimum, the safety precautions, trouble shooting, test and adjustment, special tools and test equipment, minimum operation and features of the vehicle and the safe and efficient maintenance of the vehicle;
- (b) The training provided to the maintenance personnel **shall** be a minimum of five (5) hours of training for a maximum of six (6) persons at a customer location where the equipment is delivered. The training **shall** be available in both official languages. Training dates **shall** be coordinated with the TA.

- (c) The contractor *shall* deliver the “**PROOF OF MAINTENANCE TRAINING**” certificate for signature by a Crown Representative from the location where the training is taking place and return the signed document to the TA. The Technical Authority will supply a template of the document in electronic format to the contractor.
- 4.10 Equipment Technical Information** - The contractor *shall* provide the model number or specific part number for each variant of equipment provided under this contract. Variant model numbers or part number *shall* be provided if the capability of the equipment is modified. This model number *shall* be used for all documentation provided. Supporting documentation *shall* be provided with the bid.

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TITLE: PLATFORM LIFT

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into seven (7) parts plus 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 bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of 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;
- Part 6 Security, Financial and Other Requirements includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A - Pricing, the purchase description, the technical information questionnaire.

2. Summary

The Department of National Defence has a requirement to purchase three (3) Electric Self-Propelled Scissor Lifts and ancillary items, including familiarization instruction/training, in accordance with the Purchase Description Electric Self-Propelled Scissor Lift, dated March 14, 2014, and as described at Annex A - Pricing.

The requirement includes an option to purchase up to six (6) Electric Self-Propelled Scissor Lifts and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

3. Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Agreement on Internal Trade.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada (PWGSC).

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

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 05.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation

Insert: Bids will remain open for acceptance for a period of not less than ninety (90) calendar days from the closing date of the bid solicitation

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

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

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

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

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

Section I: Technical Bid

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

Bidders should submit, with their bid, the completed Technical Information Questionnaire

1. Substitutes and Alternatives

Bidders may propose substitutes and alternatives where "shall^(E)" is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work).

1. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance will be considered for acceptance by the Technical Authority where the Bidder:

- (a) Clearly identifies a substitute and/or an alternative;
- (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
- (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
- (d) Provides complete specifications and brochures, where applicable;
- (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
- (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.

2. Substitutes and alternatives offered as equivalent in form, fit, function quality and performance will not be considered for acceptance by the Technical Authority if:

- (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
- (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

3. Bidders are encouraged to offer or suggest green products whenever possible.


Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 7 and Annex A - Pricing. The total amount of applicable taxes must be shown separately.

Bidders should complete Annex A and submit it with their bid.

1. SACC Manual Clauses

1.1 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#) .

Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

1. Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1. Additional Information

Canada requests that bidders submit the following information:

1.1 Delivery

1.1.1 Firm Quantity

While delivery of the equipment/vehicle is requested by July 30, 2014 the best delivery that could be offered is as follows:

Item 001 – three (3) Electric Self-Propelled Scissor Lifts and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

1.1.2 Optional Quantity

The best delivery that could be offered is as follows:

Item 002 - If an option is exercised, up to six (6) Electric Self-Propelled Scissor Lifts and ancillary items will be delivered within _____ weeks/calendar days.

1.2 Supplier Contacts

Name and telephone number of the person responsible for:

General enquiries

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

1.3 After Sales Service

Canada requests that the Bidder provide the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent and the delivery location, which should not be more than 100 kilometres.

QTY one (1) to CFB Cold Lake

Distance between the delivery location and the dealer and/or agent: _____ km
Name: _____
Address: _____
Telephone number: _____

QTY two (2) to CFB Trenton

Distance between the delivery location and the dealer and/or agent: _____ km
Name: _____
Address: _____
Telephone number: _____

1.4 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of **twelve (12) months or 2000 hours of usage, whichever comes first**. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

1.5 Extended Warranty Period

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months or 2000 hours of usage, whichever comes first.

If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.

Any extended warranty period offered will not be included in the financial evaluation.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1. Mandatory Technical Evaluation Criteria

1.1.1 Mandatory Proof of Compliance

Bidders must submit, with their bid, all proof of compliance required in the Purchase Description and the Technical Information Questionnaire.

1.1.2 Substitutes and/or Alternatives

Bidders proposing substitutes and/or alternatives must provide with their bid, all the information as detailed in Part 3, Section 1, - Substitutes and Alternatives to be considered for evaluation.

1.2. Mandatory Financial Evaluation Criteria

1.2.1. Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex A - Pricing for items 001, 002 and 004.

1.2.2 The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for item 001 the firm quantity and FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000 for items 002 (optional quantity) and 004 (optional familiarization instruction/training), Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

1.2.3 Aggregate Evaluated Price

Bids will be evaluated on an aggregate price basis for the firm quantity, the optional quantity as follows:

- a) the firm lot prices for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price of the firm quantity;
- b) the firm lot prices for the optional quantity will be multiplied by the identified estimated quantity to obtain the evaluated price of the optional quantity;
- c) the firm lot prices for the will be multiplied by the identified estimated quantity to obtain the evaluated price of the familiarization instruction/training (option).;
- d) the sum of all evaluated prices will determine the evaluated aggregate price.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions – Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

2. Additional Certifications Precedent to Contract Award

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

2.1 Product Conformance

The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the purchase description(s).

This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Bidder's authorized representative signature

Date

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Financial Capability

SACC Reference	Title	Date
A9033T	Financial Capability	2012-07-16

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Requirement

The Contractor must deliver three (3) Electric Self-Propelled Scissor Lifts and ancillary items, including familiarization instruction/training, in accordance with the Purchase Description Electric Self-Propelled Scissor Lift, dated March 14, 2014, and at Annex A - Pricing.

An option is included to purchase up to six (6) Electric Self-Propelled Scissor Lifts and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

1.1 Technical Changes, Substitutes and Alternatives

Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

1.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described herein under the same conditions and at the prices and or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The option may be exercised at the discretion of Canada in whole or in part or in more than one occasion, up to the maximum quantity identified herein.

The Contracting Authority may exercise the option within twelve (12) months after contract award by sending a written notice to the Contractor.

The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional vehicles/equipment.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and->

guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

2.1 General Conditions

2010A (2014-03-01), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twelve (12) months, or 2,000 hours of usage, whichever comes first".

Delete subsection 2 in its entirety and replace with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

If action to effect repairs under warranty cannot be initiated within two (2) working days and completed within a reasonable length of time or if the Contractor has no repair facilities in the immediate vicinity (within 100 kilometres) of the specified delivery destinations (consignees), Canada reserves the right to make such repairs and be reimbursed by the Contractor at the rate of \$103.91 per hour for labour and the cost for replaced parts."

All other provisions of the warranty section remain in effect.

3. Term of Contract

3.1 Delivery Date

Delivery of the vehicle/equipment must be made as follows:

Firm Quantity

Item 001 – three (3) Electric Self-Propelled Scissor Lifts and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

Optional Quantity

Item 002 - If the option is exercised, up to six (6) Electric Self-Propelled Scissor Lifts and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days after an option is exercised.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Helen Vlahos
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
LEFTD - HS Division
Place du Portage, Phase III, 7B1
Gatineau, Quebec K1A 0S5
Telephone: 819-956-1107 / Facsimile: 819-956-5227
E-mail address: helen.vlahos@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.2 Procurement Authority

The Procurement Authority for the contract is:

To be inserted by PWGSC

DLP _____
National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Telephone: _____
Facsimile: _____
E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Technical Authority

The Technical Authority for the Contract is:

To be inserted by PWGSC

National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Telephone: _____
Facsimile: _____
E-mail address: _____

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

4.4 Contractor's Representative

General enquiries

Name: To be inserted by PWGSC
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery follow-up

Name: To be inserted by PWGSC
Telephone No. _____
Facsimile No. _____
E-mail address: _____

4.5 After Sales Service

The following dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs; and a full range of repair parts for the vehicle/equipment offered:

Delivery CFB COLD LAKE

Distance between the delivery location and the dealer and/or agent: to be inserted by PWGSC
km

Name:
Address:
Telephone Number:

Delivery CFB TRENTON

Distance between the delivery location and the dealer and/or agent: to be inserted by PWGSC
km

Name:

Address:

Telephone Number:

5. Payment

5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price(s) specified in Annex "A" - Pricing, and as follows:

5.1.1 Basis of Payment (BOP) Type 1

Firm lot prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

5.1.2 Basis of Payment (BOP) Type 2

Firm lot prices in Canadian dollars, FCA Free Carrier, Incoterms 2000 at Contractor's Canadian facility or Contractor's Canadian distribution point, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

5.1.3 Basis of Payment (BOP) Type 3

Price to be negotiated in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

The transportation cost will be "negotiated" when Canada intends to exercise an option and has identified the applicable quantities and destinations. When requested by Canada, as a basis for negotiation, the Contractor must provide the transportation price(s) and relevant information.

5.1.4 Basis of Payment (BOP) Type 4

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?sid=90&hl=1&lang=eng>), 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 Technical Authority. All payments are subject to government audit.

All travel and living expenses incurred in the performance of the work outside Canada will be the Contractor's responsibility.

When requested by Canada, the Contractor must provide an estimated cost and relevant information for the travel and living.

5.2 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

5.3 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:
$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

FCC

Foreign Currency Component (per unit)

i_0

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

i_1

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were

performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.

6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments.

7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#) (i.e. $[i_1 - i_0] / i_0$).

8. Canada reserves the right to audit any revision to costs and prices under this clause.

6. Invoicing

6.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.

3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.

4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.

5. Each invoice must be supported by:

(a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.

7. Invoices must be distributed as follows:

(a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.

(b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) One (1) copy must be forwarded to the consignee.

6.2 Holdback

1. Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Items 001, 002 & 004) until delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service.

2. Subsequent to delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor must submit an invoice for the release of the Holdback in accordance with "Invoicing Instructions" found in this contract.

7. Certifications

7.1 Compliance

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

8. Applicable Laws

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

9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the 2010A (2014-03-01) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description for Electric Self-Propelled Scissor Lift, dated March 14, 2014;
- (e) The Contractor's bid dated (to be inserted by PWGSC) _____, as amended (to be inserted by PWGSC) _____.

10. SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-05-16
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	2010-08-16
G1005C	Insurance	2008-05-12

11. Inspection and Acceptance

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

12. Preparation for Delivery

1. The vehicle/equipment shall be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to the inspection authority or consignee at the final delivery location.
2. All vehicles/equipment are to be delivered by appointment only. Any attempt by the carrier to deliver the vehicles/equipment without an appointment may be refused. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable, to pay for any additional costs.

13. Shipping Instructions - Delivery at Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex A - Pricing) as specified below. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
2. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex A - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

14. Post-Contract Award Meeting

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to

review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at the Department of National Defence facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

15. Tools and Loose Equipment

For shipment verification, all items and tools, which are shipped loose with the vehicle/equipment must be listed on the Inspection Certificate (CF1280) or on an attached packing note.

16. Assembly/Preparation at Delivery

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. The assembly/preparation must be performed at no additional cost to Canada.

17. Interchangeability

Unless changes during the production run are authorized by the Contracting Authority, all vehicles/equipment supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

18. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

ANNEX A - PRICING

Item 001 – Electric Self-Propelled Scissor Lift (**Firm Quantity**)

The Contractor must deliver three (3) Electric Self-Propelled Scissor Lifts and ancillary items such as but not limited to vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts Kits excluding familiarization instruction/training, in accordance with the attached Purchase Description Electric Self-Propelled Scissor Lift, dated March 14, 2014.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

Destination A

One (1) Electric Self-Propelled Scissor Lift and ancillary items must be delivered to:

4 WING COLD LAKE
MAJOR EQUIPMENT SECTION
BLDG 171
COLD LAKE, AB. T9M 2C6

The contact person at destination is: (to be inserted by PWGSC).

Firm lot price of \$ _____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment Type 1.

Destination B

Two (2) Electric Self-Propelled Scissor Lift and ancillary items must be delivered to:

8 WING CFB TRENTON
MAJOR EQUIPMENT SECTION
8 WING SUPPLY TRENTON
46 PORTAGE DRIVE, BLDG 162
TRENTON, ON. K0K 3W0

The contact person at destination is: (to be inserted by PWGSC).

Firm lot price of \$ _____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment Type 1.

Item 002 –Electric Self-Propelled Scissor Lifts (Optional Quantity)

If this option is exercised, the Contractor must deliver up to six (6) Electric Self-Propelled Scissor Lifts and ancillary items such as but not limited to vehicle manuals, warranty letter(s) and Initial Parts Kits, in accordance with the attached Purchase Description Electric Self-Propelled Scissor Lift, dated March 14, 2014.

Firm lot price of \$ _____ per vehicle/equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

Item 003 - Transportation Cost (Optional Quantities)

If an option is exercised in accordance with item 002 above, the Contractor must deliver the vehicle/equipment to destination as follows:

Quantity: (to be inserted by PWGSC if an option is exercised)

The Electric Self-Propelled Scissor Lift and ancillary items must be delivered to:

(to be inserted by PWGSC if an option is exercised)

The contact person at destination is: (to be inserted by PWGSC if an option is exercised).

Negotiated price of \$(to be negotiated if an option is exercised) per vehicle/equipment, for transportation cost, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment Type 3.

(Item 003 will not be included in the financial evaluation)

Item 004 - Familiarization Instruction/Training (Option)

If this option is exercised, the Contractor must provide up to six (6) Electric Self-Propelled Scissor Lifts familiarization instruction/training, in accordance with the attached Purchase Description for Electric Self-Propelled Scissor Lifts, dated March 14, 2014.

Firm unit price of \$ _____ per familiarization instruction/training in accordance with Part 7, Basis of Payment Type 2.

Item 005 - Travel and Living for Familiarization Instruction/Training (Option)

The Contractor must deliver the familiarization instruction/training to:

(to be inserted by PWGSC if an option is exercised)

Estimated Cost: \$(to be inserted by PWGSC if an option is exercised) in accordance with Part 7, Basis of Payment Type 4.

(Item 005 will not be included in the financial evaluation)

Item 006 – Extended Warranty Period

If the warranty period is extended for an additional period of _____ months/calendar days, the Contractor will be paid a firm unit price of \$ _____ per vehicle/equipment, Goods and Services Tax or the Harmonized Sales Tax extra.

(Item 006 will not be included in the financial evaluation)

TECHNICAL INFORMATION QUESTIONNAIRE

This questionnaire covers technical information, which **shall** be provided for evaluation of the configurations of the vehicle offered.

Where the specification paragraphs below indicate "Proof of Compliance", the "Proof of Compliance" **shall** be provided for each performance requirement/specification.

Bidders should indicate the document name/title and page number where the *Proof of Compliance* can be found.

Definitions for **Equivalent** and **Proof of Compliance** are found in the DEFINITIONS section at the end of this document.

CONTRACTOR INFORMATION

Contractor Name _____

Date _____

COMPLIANCE

Equipment proposed complies with all requirements specified in the Purchase Description.

YES NO

SUBSTITUTES/ALTERNATIVES

Are substitutes/alternatives offered as **Equivalent** to any requirement specified in the Purchase Description?

YES NO

If yes, please identify all substitutes/alternatives offered as **Equivalents** below and indicate where in the proposal related information can be found:

Vehicle Make _____ - Model _____

SPECIFICATION PARAGRAPHS

3.4.1 Vehicle Performance - Proof of Compliance

a) Maximum stowed forward speed

Proof of compliance can be found in:

Document: _____ Page: _____.

b) Electrically driven

Proof of compliance can be found in:

Document: _____ Page: _____.

c) Stowed gradeability

Proof of compliance can be found in:

Document: _____ Page: _____.

3.4.2 Lift Performance - Proof of Compliance

a) Maximum Platform Height

Proof of compliance can be found in:

Document: _____ Page: _____.

b) Width

Proof of compliance can be found in:

Document: _____ Page: _____.

DEFINITIONS

"Proof of Compliance" - An unaltered document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software. The document **shall** provide detailed information on each performance requirement and/or specification. Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior representative of the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications **shall** be provided. The certificate **shall** detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.

"Equivalent" - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance.