



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 0B2 / Noyau 0B2
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

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

| | |
|---|---|
| Title - Sujet Electric Stand-on Pallet Trucks | |
| Solicitation No. - N° de l'invitation 45045-170018/B | Date 2018-01-05 |
| Client Reference No. - N° de référence du client 000009726 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HS-643-74079 | |
| File No. - N° de dossier hs643.45045-170018 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-01 | Time Zone Fuseau horaire Eastern Standard Time EST |
| 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: Chenier, Jeremy G. | Buyer Id - Id de l'acheteur hs643 |
| Telephone No. - N° de téléphone (819) 420-0868 () | 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

| | |
|--|--|
| 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
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

This bid solicitation cancels and supersedes previous bid solicitation number 45045-170018/A dated 2017-10-11 with a closing of 2017-11-28 at 14:00. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Trade Agreements
- 1.4 Debriefings
- 1.5 Phased Bid Compliance Process

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws - Bid
- 2.5 Improvement of Requirement During Solicitation Period

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 Security Requirement
- 6.2 Requirement - Contract
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Payment
- 6.7 Invoicing
- 6.8 Certifications
- 6.9 Applicable Laws - Contract
- 6.10 Priority of Documents
- 6.11 SACC Manual Clauses
- 6.12 Inspection and Acceptance
- 6.13 Preparation for Delivery
- 6.14 Shipping Instructions - Delivery at Destination
- 6.15 Post-Contract Award Meeting

Solicitation No. - N° de l'invitation
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

6.16 Tools and Loose Equipment
6.17 Assembly/Preparation at Delivery
6.18 Interchangeability

ANNEX A - STATEMENT OF WORK

Appendix A1 - Charger Images

ANNEX B - TECHNICAL INFORMATION QUESTIONNAIRE

ANNEX C - PRICING

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into six (6) 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;
- 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include Annex A - Statement of Work, Annex B - Technical Information Questionnaire, and Annex C - Pricing.

1.2 Summary

Statistics Canada has a requirement to purchase five (5) electric stand-on pallet trucks and ancillary items, including familiarization instruction/training, in accordance with Annex A - Statement of Work and as described at Annex C - Pricing.

The requirement includes an option to purchase up to five (5) electric stand-on pallet trucks and ancillary items to be exercised within twenty-four (24) months from the effective date of the contract.

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

1.4 Debriefings

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

1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual 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 terms and conditions of the resulting contract.

The 2003 (2017-04-27) 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

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

2.4 Applicable Laws - Bid

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.

Solicitation No. - N° de l'invitation
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

2.5 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 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)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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 Annex B - Technical Information Questionnaire.

3.1.1 Substitutes and Alternatives

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 financial bid in accordance with the Basis of Payment specified in Part 6 and Annex C - Pricing.

Bidders should complete Annex C - Pricing and submit it with their bid.

3.1.2 SACC Manual Clauses

3.1.2.1 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

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.3 Best Delivery Date – Bid

3.1.3.1 Firm Quantity

While delivery of the equipment/vehicle is requested by March 29, 2018, the best delivery that could be offered is as follows:

Item 001 – five (5) electric stand-on pallet trucks and ancillary items will be delivered within ____ weeks/calendar days from the effective date of the contract.

3.1.3.2 Optional Quantity

The best delivery that could be offered is as follows:

Item 002 - If an option is exercised, up to five (5) electric stand-on pallet trucks and ancillary items will be delivered within ____ weeks/calendar days.

3.1.4 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: _____

3.1.5 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

Solicitation No. - N° de l'invitation
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

the delivery location and the authorized dealer and/or agent and the delivery location, which should not be more than 100 kilometres.

Distance between the delivery location and the dealer and/or agent: _____ km

Name: _____

Address: _____

Telephone No.: _____

3.1.6 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.

3.1.7 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

4.1 Evaluation Procedures

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

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid

solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these

adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

-
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

Bidders must submit, with their bid, all proof of compliance required in Annex A - Statement of Work and Annex B - Technical Information Questionnaire.

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.1.2.2 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.

4.1.3 Mandatory Financial Evaluation Criteria

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

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.

4.1.4 Evaluated Aggregate Price

Bids will be evaluated on an aggregate price basis for the firm quantity and the optional quantity and familiarization instructions/training (option) 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) Since the optional quantities are to be exercised within twenty-four (24) months, calculation will be as follows:
 - i. The sum of the firm lot prices for the optional quantity, for each period of twelve (12) months, will be divided by two (2) to obtain the average price;
 - ii. The average price will be multiplied by the identified estimated quantity to obtain the evaluated price of the optional quantity;
- (c) The firm unit prices for the familiarization instruction/training (option) 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.

4.2 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 AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of [the Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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

5.2.3.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- (a) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidder's authorized representative signature

Date

or

- (b) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

| Green Practices within the Bidders' organization | Insert a checkmark for each criterion that is met |
|---|---|
| Promotes a paperless environment through directives, procedures and/or programs | |
| All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client | |
| Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification | |
| Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day | |

Solicitation No. - N° de l'invitation
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

| | |
|--|--|
| business activity. | |
| Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program. | |
| A minimum of 50% of office equipment has an energy efficient certification. | |

Bidder's authorized representative signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirement

There is no security requirement associated with this bid solicitation.

6.2 Requirement - Contract

The Contractor must deliver five (5) electric stand-on pallet trucks and ancillary items, including familiarization instruction/training, in accordance with Annex A - Statement of Work and Annex C - Pricing.

An option is included to purchase up to five (5) electric stand-on pallet trucks and ancillary items to be exercised within twenty-four (24) months from the effective date of the contract.

6.2.1 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.

6.2.2 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 twenty-four (24) 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.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2016-04-04), 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.

6.4 Term of Contract

6.4.1 Delivery Date

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

Firm Quantity

Item 001 – five (5) electric stand-on pallet trucks 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 five (5) electric stand-on pallet trucks and ancillary items must be delivered within **to be inserted by PWGSC** weeks/calendar days after an option is exercised.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

Jeremy Chenier
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HS" Division
Place du Portage, Phase III, 7B1
11 Laurier Street
Gatineau, QC K1A 0S5
Telephone: 819-420-0868
E-mail address: jeremy.chenier@pwgsc-tpsgc.gc.ca

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

6.5.2 Procurement Authority

The Procurement Authority for the contract is:

To be inserted by PWGSC

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.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

To be inserted by PWGSC

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.

Solicitation No. - N° de l'invitation
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

6.5.4 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: _____

6.5.5 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:

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

Name: _____

Address: _____

Telephone Number: _____

6.6 Payment

6.6.1 Basis of Payment

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

6.6.1.1 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

6.6.1.2 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

6.6.1.3 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.

6.6.1.4 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.

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

6.6.2 SACC Manual Clauses

| SACC Reference | Title | Date |
|-----------------------|--------------------------------------|-------------|
| C6000C | Limitation of Price | 2011-05-16 |
| H1001C | Multiple Payments | 2008-05-12 |
| C3015C | Exchange rate fluctuation adjustment | 2017-08-17 |

6.7 Invoicing

6.7.1 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.

6.7.2 Holdback

- 1. Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Items 001 and 002) 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.

6.8 Certifications

6.8.1 Compliance

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

6.9 Applicable Laws - Contract

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the 2010A (2016-04-04) General Conditions - Medium Complexity - Goods;
- (c) Annex C - Pricing;
- (d) Annex A - Statement of Work
- (e) The Contractor's bid dated to be inserted by PWGSC, as amended to be inserted by PWGSC.

6.11 SACC Manual Clauses

| SACC Reference | Title | Date |
|----------------|-----------------------------|------------|
| A1009C | Work Site Access | 2008-05-12 |
| A9049C | Vehicle Safety | 2011-05-16 |
| A9068C | Government Site Regulations | 2010-01-11 |
| G1005C | Insurance | 2016-01-28 |

6.12 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 his/her representative. Should any report, document, good or service not be in accordance with the requirements of Annex A - Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.13 Preparation for Delivery

1. The vehicle/equipment must 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.

6.14 Shipping Instructions - Delivery at Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex C - 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 C - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

6.15 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 must 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 Statistics Canada's facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, Statistics Canada and Public Works and Government Services Canada.

Solicitation No. - N° de l'invitation
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

6.16 Tools and Loose Equipment

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

6.17 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.

6.18 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.

Solicitation No. - N° de l'invitation
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

ANNEX A - STATEMENT OF WORK

Annex A - Statement of Work

1.0 TITLE

Stand-on electric pallet truck – Statistics Canada Ottawa HQ

2.0 OBJECTIVE

Statistics Canada requires a Contractor to supply, deliver, and assemble (if required) five (5) stand-on electric pallet trucks, each with a battery, to Statistics Canada, 170 Tunney's Pasture Dr., Ottawa, Ontario Canada, K1A 0T6.

The electric Stand-on electric pallet truck will be used primarily for loading and unloading operations at our loading dock, and for horizontal transportation of pallets at our facilities.

3.0 REQUIREMENTS

The stand-on electric pallet truck must comply with the following criteria regarding performance and dimensions:

| General Requirements | |
|--|--|
| Characteristics | Requirements |
| Mode of operation | Stand-on |
| Load capacity | Minimum 2,000 kg |
| Power | Electric – Minimum 24 volts |
| Battery | Sealed, maintenance-free gel cell battery (minimum 24 volts) |
| Total width of the pallet truck | Minimum 30.0" to maximum 32.0" |
| Slope | Circulation on slopes: <ul style="list-style-type: none">▪ Ramp Hold |
| Controls | <ul style="list-style-type: none">▪ Industry standard▪ Available European steering setting* |
| Speed | <ul style="list-style-type: none">▪ Speed Regulator |
| * When the forks are trailing and the steering turned clockwise, the pallet truck needs to go to the right and vice versa. | |

| Pallet Truck | |
|---|--------------------------------|
| Turning radius | Maximum 12 feet |
| Total width between the forks (measured from the outside edge of one fork blade to the outside edge of the opposite fork blade) | Maximum 26.0" |
| Length of fork (actual) | Minimum 46.0" to maximum 48.0" |
| Width of individual forks (width of each fork blade) | Maximum 7.5" |
| Fork height in fully raised position (from the top of the raised fork to the ground) | Minimum 4.65" |

The stand-on electric pallet truck must include the following characteristics and functions:

- Key Switch
- Low battery indicator with lift interruption
- Hour meter
- Audible travel alarm
- Electric power steering
- Floor mat
- Pallet entry rollers
- Blinking light (i.e., strobe light)
- Padded back rest
- Battery charger connections (red connectors) compatible with an SR2400 Eagletronic by Bassi (refer to images in Appendix A1)

Onsite Training

One (1) four (4) hour familiarizing (i.e. machine functionality) training session, for a maximum of 10 participants.

4.0 CONDITIONS OF USE

4.1 Safety standards

- The stability of the stand-on electric pallet truck must comply with Canadian Standards Association standard B335. The stand-on electric pallet truck must have safety rating “E” and comply with requirement 583 for type “E” certification from the Underwriters’ Laboratories of Canada (ULC) prior to contract award.
- The stand-on electric pallet truck must be labeled as ULC type “E”.
- The stand-on electric pallet truck must comply with ANSI standard B56.1 and such compliance must be clearly indicated on the identification plate.

5.0 Manuals and guides

The Contractor must provide all manuals required to safely use, maintain and repair the stand-on electric pallet truck, the gripping equipment, the components and the accessories included with the stand-on electric pallet truck.

The following manuals must be provided in hard copy:

- The material safety data sheets (MSDS) for the batteries provided
- The user manual in English and French
 - This manual must include the following:
 - Instructions for the safe use of the Sit-down electric pallet truck and the charger;
 - Instructions and daily maintenance checks for the user (including greasing);
 - Safety warnings.
- The parts manual must be in English and French:
 - The parts manual must include the following:
 - Illustrations showing all components of the Sit-down electric pallet truck, including equipment and accessories from other manufacturers, as applicable. The illustrations must include numbers for a detailed description of the parts.
 - A list of all detailed descriptions of the manufacturer's parts, indicating the manufacturer's part number, the name of the part, and a brief description of it.

- A reference to the manufacturer's part number and the correct illustration with the correct element number.
- A preventive maintenance guide in English and French that provides a maintenance schedule and a list of parts needed to conduct preventive maintenance.
 - This guide must include the following:
 - Descriptions of the parts, manufacturer's part numbers and quantity per Sit-down electric pallet truck.
 - A troubleshooting guide that indicates the steps to take and the required checks to determine the exact cause of a problem, and the steps to take to resolve it.
 - A list of the required tolerances, torques, required fluid levels, and a section that lists all special tools (including part numbers) required to perform the maintenance.
 - Information regarding the order of assembly and assembly of systems and components of the vehicle.

Solicitation No. - N° de l'invitation
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

APPENDIX A1 - CHARGER IMAGES

Appendix A1 – Charger Images







Solicitation No. - N° de l'invitation
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

ANNEX B - TECHNICAL INFORMATION QUESTIONNAIRE

Annex B – Technical Information Questionnaire

This questionnaire covers technical information, which must be provided for evaluation of the configuration(s) of the vehicle(s) offered.

Bidders should provide the information requested and indicate where (i.e., document name/title and page number) the Proof of Compliance can be found.

Definitions for **Equivalent** and **Proof of Compliance** are as follows:

a) "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.

b) "Proof of Compliance" is defined as 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 must 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 engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications must be provided. The certificate must 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.

CONTRACTOR INFORMATION

Contractor Name: _____

Address: _____

Proposal Date: _____

SUBSTITUTES/ALTERNATIVES

Are any equipment substitutes/alternatives offered as Equivalent? YES () NO ()

If yes, please identify all equipment substitutes/alternatives offered as Equivalents below:

VEHICLE INFORMATION

Make: _____ Model: _____

REQUIREMENTS – PROOF OF COMPLIANCE

| Characteristic | Requirement | Document Title | Page |
|--------------------------------------|--|-----------------------|-------------|
| Load capacity | Minimum 2,000 kg | | |
| Power | Electric – Minimum 24 volts | | |
| Battery | Sealed, maintenance-free gel cell battery (minimum 24 volts) | | |
| Slope | Ramp Hold | | |
| Controls | Available European steering setting | | |
| Speed | Speed Regulator | | |
| Total width | Min 762 mm (30.0") Max 813 mm (32.0") | | |
| Turning radius | Max 3658 mm (12') | | |
| Total width between the forks | Max 660 mm (26.0") | | |
| Length of fork (actual) | Min 1168 mm (46.0") Max 1219 (48.0") | | |
| Width of individual forks | Max 191 mm (7.5") | | |
| Fork height in fully raised position | Min 118 mm (4.65") | | |

Solicitation No. - N° de l'invitation
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

ANNEX C - PRICING

Item 001 – Electric Stand-on Pallet Trucks (Firm Quantity)

The Contractor must deliver five (5) electric stand-on pallet trucks and ancillary items such as but not limited to vehicle manuals and warranty letter(s), including familiarization instruction/training, in accordance with Annex A - Statement of Work.

The electric stand-on pallet trucks and ancillary items must be delivered to:

Statistics Canada
170 Tunney's Pasture Driveway
Jean Talon Building – Loading Dock
Ottawa, Ontario K1A 0T6

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 6, Basis of Payment Type 1.

Manufacturer: **to be inserted by PWGSC**

Model: **to be inserted by PWGSC**

Item 002 – Electric Stand-on Pallet Trucks (Optional Quantity)

If this option is exercised, the Contractor must deliver up to five (5) electric stand-on pallet trucks and ancillary items such as but not limited to vehicle manuals and warranty letter(s), excluding familiarization instruction/training, in accordance with Annex A - Statement of Work.

1st Year - First 12-month period from date of contract award

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 6, Basis of Payment Type 2.

2nd year - Second 12-month period from date of contract award

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 6, 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 stand-on pallet trucks and ancillary items must be delivered to:

To be inserted by PWGSC if an option is exercised

Solicitation No. - N° de l'invitation
45045-170018/B
Client Ref. No. - N° de réf. du client
45045-170018

Amd. No. - N° de la modif.
File No. - N° du dossier
hs64345045-170018

Buyer ID - Id de l'acheteur
hs643
CCC No./N° CCC - FMS No./N° VME

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 6, Basis of Payment Type 3.

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

Item 004 - Familiarization Training (Option)

If this option is exercised, the Contractor must provide up to five (5) familiarization training sessions, in accordance with the attached Annex A - Statement of Work.

Firm unit price of \$_____ per familiarization training in accordance with Part 6, Basis of Payment Type 2.

Item 005 - Travel and Living Expenses – National Joint Council Directive, for Familiarization Training (Option)

The Contractor must deliver the familiarization 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 6, Basis of Payment Type 4.

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

Item 006 – Extended Warranty Period (before contract award, confirm with client if he wishes to extend the 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, applicable taxes extra.

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