



**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  
LEFTD - HS Division  
140, O'Connor Street/  
140, rue O'Connor,  
East Tower, 4th Floor/  
Tour Est, 4e étage  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Speaker Lifts Sound&Light 2020	
<b>Solicitation No. - N° de l'invitation</b> C1111-190724/A	<b>Date</b> 2020-04-15
<b>Client Reference No. - N° de référence du client</b> C1111-190724	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-642-78654	
<b>File No. - N° de dossier</b> hs642.C1111-190724	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-05-26</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Thérien, Annie	
<b>Buyer Id - Id de l'acheteur</b> hs642	
<b>Telephone No. - N° de téléphone</b> (613) 297-3541 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 TRADE AGREEMENTS SELECT THE APPLICABLE TRADE AGREEMENTS:.....	3
1.4 DEBRIEFINGS .....	3
1.5 EPOST CONNECT SERVICE.....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION.....	4
2.4 APPLICABLE LAWS.....	5
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	11
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>13</b>
6.1 SECURITY REQUIREMENTS .....	13
6.2 REQUIREMENT .....	13
6.3 STANDARD CLAUSES AND CONDITIONS.....	13
6.4 TERM OF CONTRACT .....	14
6.5 AUTHORITIES .....	14
6.6 PAYMENT .....	15
6.7 INVOICING INSTRUCTIONS .....	16
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
6.9 APPLICABLE LAWS.....	17
6.10 PRIORITY OF DOCUMENTS .....	17
6.11 SACC MANUAL CLAUSES .....	17
6.12 INSPECTION AND ACCEPTANCE.....	17
6.13 PREPARATION FOR DELIVERY .....	17
6.14 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION .....	17
6.15 POST-CONTRACT AWARD MEETING .....	17
6.16 TOOLS AND LOOSE EQUIPMENT.....	18
6.17 ASSEMBLY/PREPARATION AT DELIVERY .....	18
6.18 INTERCHANGEABILITY .....	18
<b>ANNEX A - STATEMENT OF WORK .....</b>	<b>19</b>
<b>ANNEX A-1 .....</b>	<b>22</b>
<b>ANNEX B - PRICING .....</b>	<b>23</b>
<b>ANNEX C - MANDATORY TECHNICAL EVALUATION CRITERIA.....</b>	<b>24</b>

**ANNEX D - ELECTRONIC PAYMENT INSTRUMENTS ..... 25**

## **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 the Annex A – Statement of Work, Annex B - Pricing, Annex C – Mandatory Technical Criteria, Annex D - Electronic Payment Instruments.

### **1.2 Summary**

Canadian Heritage has a requirement to purchase five (5) all-weather electrical exterior speaker lifts, in accordance with the Statement of Work described at Annex A – Statement of Work.

### **1.3 Trade Agreements select the applicable trade agreements:**

The requirement is subject to the provisions of the 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 epost Connect Service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### 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 in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.4 Applicable Laws**

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

## **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

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (two (2) hard copies)  
Section II: Financial Bid (one (1) hard copy)  
Section III: Certifications (one (1) hard copy)  
Section IV: Additional Information (one (1) hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 C –Mandatory Technical Criteria

### **3.1.1 Substitutes and Alternatives**

Bidders may propose substitutes and alternatives where equivalent 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 financial bid in accordance with the Basis of Payment and Annex B – Pricing.

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

### **3.1.2 Electronic Payment of Invoices – Bid**

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

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

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



### 3.1.3 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 <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, 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 <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, 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 and additional information required under Part 5.

### Section IV: Additional Information

Canada requests that bidders submit the following information:

#### 3.1.4 Best Delivery Date – Bid

##### 3.1.4.1 Firm Quantity

While delivery of the equipment is requested by mid-June 2020, the best delivery that could be offered is as follows:

Item 001 – five (5) electrical exterior speaker lift will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

#### 3.1.5 Supplier Contacts

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6.

#### 3.1.6 After Sales Service

Canada requests that the Bidder provide in Part 6 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 kilometers.

### **3.1.7 Manufacturer's Standard Warranty Period**

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the 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.

### **3.1.8 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 (as indicated in the requisition).

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.

#### **4.1.1 Technical Evaluation**

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

- (a) Bidders must demonstrate their compliance with all mandatory technical criteria detailed in the in Annex C— Mandatory Technical Criteria, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.
- (b) Bidders proposing substitutes and/or alternatives must submit with their bid, all the information detailed in Part 3, Section 1 - Substitutes and Alternatives to be considered for evaluation.

#### **4.1.2 Financial Evaluation**

Bidders must provide with their bid all financial information requested in the bid solicitation at Annex B – Pricing, and in accordance to the Basis of Payment.

##### **4.1.2.1 Mandatory Financial Criteria for Firm Quantity**

The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

#### **4.1.3 Evaluated Aggregate Price**

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

- a) the firm prices per equipment (lift) for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price per equipment of the firm quantity;
- b) the sum of all evaluated prices per equipment will determine the evaluated aggregate price per equipment.

### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest aggregate evaluated price will be recommended for award of a contract.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the 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 property 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" 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" 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 statement of work.

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.

<b>Green Practices within the Bidders' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
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 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 Requirements

There is no security requirement applicable to the Contract.

### 6.2 Requirement

Canadian Heritage has a requirement to purchase five (5) all-weather electrical exterior speaker lifts, in accordance with the Statement of Work described at Annex A – Statement of Work.

#### 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.

### 6.3 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 (2018-06-21), General Conditions - Goods (Medium Complexity), 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 it 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.

All other provisions of the warranty section remain in effect.

## **6.4 Term of Contract**

### **6.4.1 Delivery Date**

Delivery of the equipment must be made as follows:

#### **Firm Quantity**

Item 001 – five (5) all-weather electrical exterior speaker lifts and ancillary items must be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point specified at Annex A – Statement of Work of the Contract.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Annie Therien  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Industrial Vehicles, Machinery Products and Logistics Division – HS  
Building L'Esplanade Laurier, East Tower  
140 O'Connor, Street  
Ottawa, Ontario K1A 0R5

Telephone: 613-297-3541

E-mail address: [annie.therien@pwgsc-tpsgc.gc.ca](mailto:annie.therien@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 Project Authority**

The Project Authority for the Contract is: (to be inserted by PWGSC)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

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

### **6.5.3 Contractor's Representative**

#### **General enquiries**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### **Delivery follow-up**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### **6.5.4 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: \_\_\_\_\_ km

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

## **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 as follows:

#### **6.6.1.1 Basis of Payment Type 1**

Firm 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 as detailed in Annex B – Pricing.

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

### **6.6.2 Electronic Payment of Invoices – Contract**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);



- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.6.3 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C6000C	Limitation of Price	2017-08-17
H1000C	Single Payment	2008-05-12
C3015C	Exchange Rate Fluctuation Adjustment	2017-08-17

#### **6.7 Invoicing Instructions**

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.

#### **6.8 Certifications and Additional Information**

##### **6.8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.9 Applicable Laws

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 general conditions **2010A** (2018-06-21), General Conditions - Goods (Medium Complexity);
- c) Annex A - Statement of Work;
- d) Annex B – Pricing;
- e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

## 6.11 SACC Manual Clauses

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

## 6.13 Preparation for Delivery

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.

## 6.14 Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). 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.

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 – Statement of Work. 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 (Name of client department) facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the (Name client department) and Public Works and Government Services Canada.

#### **6.16 Tools and Loose Equipment**

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

#### **6.17 Assembly/Preparation at Delivery**

If assembly/preparation is required at delivery, the Contractor must contact the Contracting Authority to make arrangements. If required, 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.

## **ANNEX A - STATEMENT OF WORK**

### **All-weather Exterior Speaker Lifts**

#### **1. Title**

Sound and Light 2020, Purchase of all-weather Exterior Speaker Lifts

#### **2. Background**

##### **2.1 Terminology**

PCH: Canadian Heritage  
PSPC: Public Services and Procurement Canada  
ESA: Electrical Safety Authority (Ontario)

##### **2.2 Objective**

To purchase all-weather Exterior Speaker Lifts to be used on the Sound and Light Show on Parliament Hill.

Two height options will be requested.

##### **2.3 The show**

The Sound and Light Show on Parliament Hill is a flagship program of the Government of Canada presented each summer, from July to early September, in the National Capital Region (NCR). It uses lighting, video, audio and special effects to tell the story of the Capital, Canada and the Canadian people, in a free, 35-minute, bilingual presentation projected onto the front façade of the Centre Block on Parliament Hill. On average, the program attracts roughly 4,000 spectators each night, 50% of whom are visitors to the NCR.

Launched in 1984 by the National Capital Commission (NCC), the Sound and Light Show has been produced by PCH since 2013. The first version of the program was presented for nine consecutive years. Since 1994, the program has been updated every five years in order to renew content, update equipment and infrastructure and to maintain visitor attendance and satisfaction. As a result of the construction of Parliament Hill, and the uncertainty surrounding it in the planning phase, the current version of the show will be extended to a sixth (2020) and seventh (2021) season. In total, there have been six versions of the program:

The Sound and Light Show on Parliament Hill – 1984 to 1993  
Reflections of Canada, a Symphony of Sound and Light – 1994 to 1999  
Wind Odyssey – 2000 to 2004  
Canada, the Spirit of a Country – 2005 to 2009  
Mosaika – 2010 to 2014  
Northern Lights – 2015 to present

The current version of the show, Northern Lights, launched in July 2015. It presents the story of Canada through key figures, events and achievements in Canadian history, and is updated yearly to highlight and celebrate significant anniversaries. Since 2015, Northern Lights has attracted nearly 1.3 million visitors, and it is anticipated that number will grow to 1.7 million in 2021.

According to a 2016 PCH visitor survey, the Sound and Light program is very well received by spectators and has a positive impact on public perception of the Capital and the country.

For example:

93% of spectators agreed that they would watch the show again.

99% would recommend it to others.

96% agreed that watching the show helped them to appreciate the beauty of Parliament Hill, the Capital and Canada.

98% agreed that the show contributes to the vibrancy of Canada's Capital Region.

95% of Canadians say that the show increased their sense of pride in being Canadian.

Furthermore, the Sound and Light Show is the only free, large-scale public event presented nightly throughout the summer in the core of Canada's Capital. It is an important tourism offering and a beneficial part of the Capital's tourism industry.

- Due to the construction on Center Block the Sound and Light Show equipment is being deployed to a new location on Parliament Hill. This location requires a new sound design.
- The new sound design was received on February 14<sup>th</sup>, 2020.
- Based on the requirements of the sound design PCH must purchase lifts to give height to the speakers to make the show as intelligible as possible. The new location of the speakers, and the surrounding infrastructure, make it important to decouple the sound energy from the flat surface in front of the speakers. By lifting the speakers, we are able to get better coverage and limit the negative impact of this infrastructure.

### **3. Requirements, Scope, Task, Activities and Deliveries**

This section defines the "what, where, when, quantity" and describes the standards to be met. It clearly and precisely defines what is required of the Contractor.

**Requirement:** Five (5) all-weather Exterior Speaker Lifts

- a. Capacity of 500 lbs
- b. Option 1 Lifting height of 72" from ground
- c. Option 2 Lifting height of 48" from ground
- d. Lifting table size minimum 24" x 39", maximum of 30" x 44"
- e. Electrically actuated, hydraulic or mechanical system.
- f. Controlled by hand held corded remote or foot switch.

The lifts will be in use outdoors from April to September. They should be electrically actuated with a hand carried corded remote or a corded foot switch.

The total load to be lifted is 500lbs.

The desired height to be lifted to is 72 inches from the ground for option 1 and 48" for option 2. The lifts should be able to be stopped at any height between the collapsed height and the deployed height.

The base must be designed in such a way that transverse members can be attached to spread the weight of the load over a larger surface and provide extra stability, this is provided by PCH. We are looking for bolting holes that can be used to secure to these PCH supplied members.

The lifting plate must be drillable so that holes can be drilled through to match the hole pattern of the speaker support. The speaker support is 24" x 39", hole pattern in annex A-1.

**Where:** Delivery will be to the PCH Warehouse  
84 Bayview Station Road  
Ottawa, Ontario K1Y 4L6

**Quantity:** Five (5)

**Standards:** The lifts must come with approved certification mark(s) for use in Ontario. If the lifts do not come from the factory with an approved certification mark the units must be field inspected and approved for use in Ontario. The costs for these approvals, if required, are to be included in the Offeror's price.

The contractor must be an authorized distributor.

#### **4. Constraints**

##### **4.1 Work Location and Access Restrictions**

Delivery to 84 Bayview Station Road, Ottawa, Ontario, K1Y 4L6

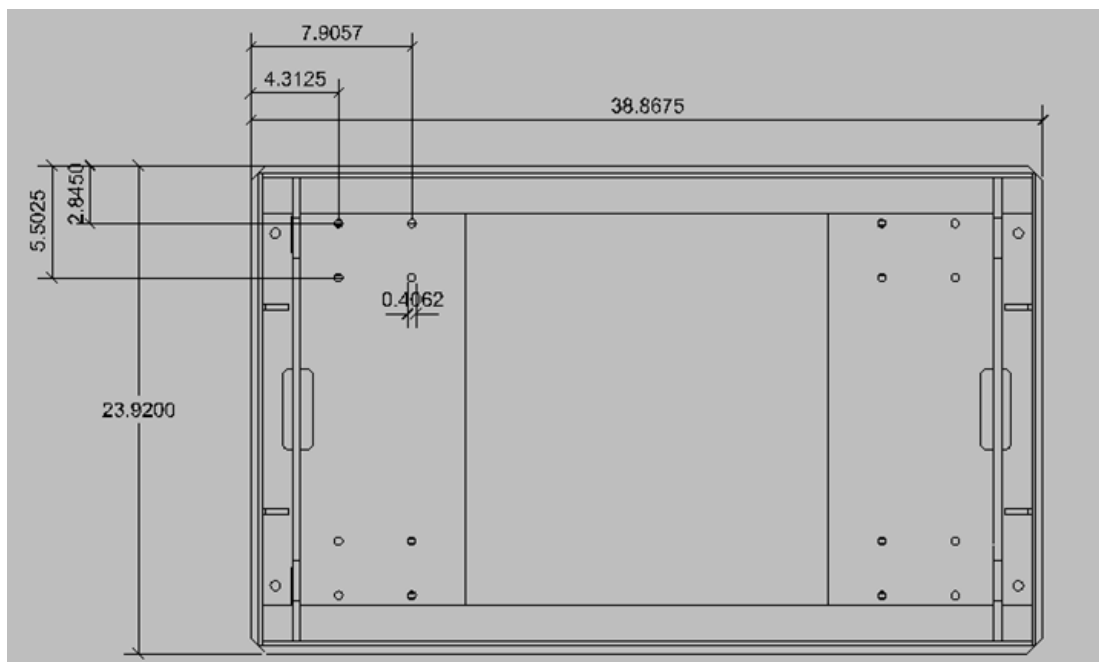
Items are to arrive at the PCH warehouse with all approvals and certifications for use in Ontario. No work to render the equipment compliant will take place at the PCH warehouse.

#### **5. Support provided by PCH**

Provide access to a loading dock, and/or forklift for unloading.

### ANNEX A-1

Dimensions of Support Frame, please ensure that at minimum 8 of these holes can be used to bolt the Support Frame to the lifting plate surface, two per corner.



## **ANNEX B - PRICING**

### **Item 001 – All-weather Exterior Speaker Lifts (Firm Quantity)**

The Contractor must deliver five (5) All-weather Exterior Speaker Lifts in accordance with the attached Statement of Work described in Annex A.

The All-weather Exterior Speaker Lifts must be delivered to:

PCH Warehouse  
84 Bayview Station Road  
Ottawa, Ontario K1Y 4L6

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

Firm price of \$\_\_\_\_\_ per equipment, 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 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, applicable taxes extra.

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



### **ANNEX C - MANDATORY TECHNICAL EVALUATION CRITERIA**

The bidder must provide documentation and demonstrate in the bid that their proposed All-weather Exterior Speaker Lifts meets each and every criteria. Failure to provide supporting documentation may result in the bid being deemed non-responsive.

#	Mandatory Criteria	Bidder's response
		Demonstrated and identified supporting documentation (Bidders to insert data and page number)
M1	The electric lift must be certified and hold an approved certification mark for usage in Ontario	

#### **ANNEX D - ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)