



**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> 20' Mast Boom Lifts		
<b>Solicitation No. - N° de l'invitation</b> 21120-200028/A	<b>Date</b> 2020-04-21	
<b>Client Reference No. - N° de référence du client</b> 21120-20-3380028		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-662-78669		
<b>File No. - N° de dossier</b> hs662.21120-200028	<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 2020-06-04</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> Richer, Alexandre G.		<b>Buyer Id - Id de l'acheteur</b> hs662
<b>Telephone No. - N° de téléphone</b> (613) 612-4217 ( )		<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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 - Pricing, Annex B – Purchase Description, Annex C - Electronic Payment Instruments.

### **1.2 Summary**

The Correctional Service of Canada has a requirement to purchase four (4) 20' Mast Boom Lifts and ancillary items, including training, in accordance with the Purchase Description, and as described at Annex A - Pricing.

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

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), 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 (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 (2019-03-04) 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: 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 on page 1 of 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 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.

## **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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (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 their bid:

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

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

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

#### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment and Annex A - Pricing.

Bidders should complete Annex A 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 C - Electronic Payment Instruments, to identify which ones are accepted.

If Annex C - 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 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C3011T	Exchange Rate Fluctuation	2013-11-06

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

#### **Section IV: Additional Information**

Canada requests that bidders submit the following information:

##### **3.1.4 Best Delivery Date – Bid**

###### **3.1.4.1 Firm Quantity**

While delivery of the equipment/vehicle and training is requested by September 30, 2020, the best delivery that could be offered is as follows:

Item 001 – *Four (4) 20' Mast Boom Lifts* and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

Item 002 - *One (1) familiarization training*, per destination, must be delivered upon delivery.



### **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 kilometres.

### **3.1.7 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 twenty-four (24) 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 twenty four (24) 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) The following items are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract
- b) Bidders must demonstrate their compliance with all technical evaluation criteria detailed below, 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>ITEM</b>	<b>MANDATORY TECHNICAL CRITERIA (MTC)</b>	<b>REFERENCE TO SUBSTANTIAL INFORMATION CAN BE FOUND AT PAGE IN THE BID:</b>
<b>MTC 1.</b>	Mast Boom Lift must be electro / hydraulic	
<b>MTC 2.</b>	Mast Boom Lift must have a minimum working height of 240 inches	
<b>MTC 3.</b>	Mast Boom Lift must have a horizontal reach of a minimum of 96 inches	
<b>MTC 4.</b>	Mast Boom Lift overall width must not exceed 32 inches	
<b>MTC 5.</b>	Mast Boom Lift stowed height must not exceed 78 inches	

#### **4.1.2 Financial Evaluation**

Bidders must provide with their bid all financial information requested in the bid solicitation at Annex A – 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 for the firm quantity and training.

#### **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 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#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 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	

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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.	

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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 applicable to the Contract.

### **6.2 Requirement - Contract**

The Contractor must provide *four (4) 20' Most Boom Lifts* and ancillary items, including training, in accordance with Annex B - Purchase Description and at Annex A - Pricing.

#### **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 - 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 twenty-four (24) months, or 2000 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 vehicle/equipment and training must be made as follows:

##### **Firm Quantity**

Item 001 – *Four (4) 20' Mast Boom Lifts* and ancillary items must be delivered within *(to be inserted by PWGSC)* weeks/calendar days from the effective date of the contract.

Item 002 – *one (1) familiarization training*, per destination, must be completed within upon delivery.

##### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex A - Pricing of the Contract.

#### **6.5 Authorities**

##### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Alexandre Richer  
Supply Officer  
Public Services and Procurement Canada  
Acquisitions Branch  
LEFTD - HS Division  
L'Esplanade Laurier (LEL) East Tower, 4th floor  
140, O'Connor Street, Ottawa (Ontario) K1A 0S5  
Telephone: 613 612-4217  
E-mail address: [alexandre.richer2@pwgsc-tpsgc.gc.ca](mailto:alexandre.richer2@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.

### **6.5.4 Contractor's Representative**

#### **General enquiries**

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

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

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

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

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

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

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

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

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

### **6.5.5 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: \_\_\_\_\_ km

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

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Address: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_

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

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**

##### **Mast Boom Lifts (Item 001) and Training (Item 002)**

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 specified in Annex A - Pricing.

#### **6.6.2 Electronic Payment of Invoices**

The Contractor accepts to be paid using 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);

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

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C6000C	Limitation of Price	2017-08-17
H1001C	Multiple Payments	2008-05-12

## **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**

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

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**

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.

#### **6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### **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 (2018-06-21) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Annex B - Purchase Description for four (4) 20' Mast Boom Lifts;
- (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 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 Purchase Description and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### **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 - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

### **6.15 Delivery and Unloading (to be used for big vehicle)**

Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.

### **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**

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 – PRICING**

### **Item 001 – 20’ Mast Boom Lift (4)**

The Contractor must deliver **four (4) 20’ Mast Boom Lifts** and ancillary items such as but not limited to vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts Kits, in accordance with the attached Purchase Description.

### **Item 002 – Training**

The Contractor must provide training, in accordance with the attached Purchase Description and in accordance with Part 6, Basis of Payment

Manufacturer: (to be inserted by PWGSC)

Model: (to be inserted by PWGSC)

### **Destination A**

One (1) 20’ Mast Boom Lift and ancillary items must be delivered to:

Edmonton Institution (Max)  
21611 Meridian Street  
Edmonton, Alberta  
T5Y 6E7

The contact person at destination is: (to be inserted by PWGSC). **(insert contact person indicated in the requisition only at contract award)**

Familiarization training:

The Contractor must provide one (1) familiarization training, In accordance with Annex B – Purchase Description

Firm price of \$\_\_\_\_\_ for vehicle/equipment and ancillary items (Item 001), including training (Item 002), Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

### **Destination B**

One (1) 20’ Mast Boom Lift and ancillary items must be delivered to:

Edmonton Institution for Women (Multi)  
11151-178th Street  
Edmonton, Alberta  
T5S 2H9

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The contact person at destination is: (to be inserted by PWGSC). (insert contact person indicated in the requisition only at contract award)

Familiarization training:

The Contractor must provide one (1) familiarization training, In accordance with Annex B – Purchase Description

Firm price of \$\_\_\_\_\_ for vehicle/equipment and ancillary items (Item 001), including training (Item 002), Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

#### **Destination C**

One (1) 20' Mast Boom Lift and ancillary items must be delivered to:

Grande Cache Institution  
Hoppe Avenue  
Bag 4000  
Grande Cache, Alberta  
T0E 0Y0

The contact person at destination is: (to be inserted by PWGSC). (insert contact person indicated in the requisition only at contract award)

Familiarization training:

The Contractor must provide one (1) familiarization training, In accordance with Annex B – Purchase Description

Firm price of \$\_\_\_\_\_ for vehicle/equipment and ancillary items (Item 001), including training (Item 002), Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

#### **Destination D**

One (1) 20' Mast Boom Lift and ancillary items must be delivered to:

Bowden Institution (Med/Min)  
Highway #2  
PO Box 6000  
Innisfail, Alberta  
T4G 1V1

The contact person at destination is: (to be inserted by PWGSC). (insert contact person indicated in the requisition only at contract award)

Familiarization training:

The Contractor must provide one (1) familiarization training, In accordance with Annex B – Purchase Description

Firm price of \$\_\_\_\_\_ for vehicle/equipment and ancillary items (Item 001), including training (Item 002), Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment.

**Item 003 – 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.

(The extended warranty will not be included in the financial evaluation)



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**ANNEX B – PURCHASE DESCRIPTION**

**MAST BOOM LIFT  
MUST MEET THE FOLLOWING SPECIFICATIONS**

1	Mast Boom Lift Supplied must be the current production model and year.
2	Mast Boom Lift must be electro / hydraulic.
3	Mast Boom Lift must have four (4) 6V batteries.
4	Mast Boom Lift must have a horizontal reach of a minimum of 96 inches.
5	Mast Boom Lift platform minimum height of 240 inches.
6	Mast Boom Lift platform capacity must be a minimum of 475 lbs.
7	Mast Boom Lift platform must be a minimum of 30 inches by 28 inches.
8	Mast Boom Lift overall width must not exceed 32 inches.
9	Mast Boom Lift stowed height must not exceed 78 inches.
10	Mast rotation must be 360 degrees (non-continuous).
11	Mast Boom Lift tires must be non-marking.
12	Mast Boom Lift must have a minimum of 4 inches ground clearance.
13	Mast Boom Lift must be equipped with an amber flashing light.
14	Mast boom lift must have a drive height of at minimum 240 inches.
15	Mast Boom Lift must have at minimum of 25% gradability.
16	Mast Boom Lift must not exceed 6700 pounds.
17	Mast Boom Lift must come with a digital and paper parts manual in English.
18	Mast Boom Lift supplier must provide a digital and paper owner's manual English.
19	Supplier must provide familiarization training, in English, upon delivery.

## **ANNEX C – 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);