



**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

Title - Sujet Electric and Diesel Utility Vehicle	
Solicitation No. - N° de l'invitation 21120-193699/A	Date 2019-03-07
Client Reference No. - N° de référence du client 3005813	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-652-76623	
File No. - N° de dossier hs652.21120-193699	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-04-17	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lafontaine, Raphael	Buyer Id - Id de l'acheteur hs652
Telephone No. - N° de téléphone (613) 296-5030 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division

LEFTD - HS Division

140, O'Connor Street/

140, rue O'Connor,

East Tower, 4th Floor/

Tour Est, 4e étage

Ottawa

Ontario

K1A 0S5

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Trade Agreements
- 1.4 Debriefing
- 1.5 epost Connect Service

PART 2 - BIDDER INSTRUCTIONS

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

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.19 Interchangeability

Attachments

Annex A – Pricing

Annex B - Electronic Payment Instruments

Annex C - Federal Contractors Program for Employment Equity - Certification

Purchase Description

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 - Electronic Payment Instruments, Annex C - Federal Contractors Program for Employment Equity – Certification and the Purchase Description.

1.2 Summary

The Correctional Service Canada has a requirement to purchase ten (10) Electric Utility Vehicle and/or nine (9) Diesel Utility Vehicle and ancillary items , in accordance with the Purchase Description (Electric and Diesel Utility Vehicles), dated (2019-02-06), and as described at Annex A - Pricing.

Bidders do not have to submit a bid for all configurations. However, Bidders submitting a bid for any one configuration must submit a bid for all destinations and option years. For example, a Bidder submitting a bid for configuration 1 must submit a bid for Destinations A to E and optional quantities described in Annex A – Pricing.

The requirement includes an option to purchase up to ten (10) Electric Utility Vehicle and nine (9) Diesel Utility Vehicle and ancillary items to be exercised within twenty-four (24) months from the effective date of the contract.

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the 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 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 (2018-05-22) 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.

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. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Bidders do not have to submit a bid for all items. Each items will be evaluated individually.

Bidders should submit, with their bid, the completed Mandatory Technical Criteria for each item for which they are submitting a bid.

3.1.1 Substitutes and Alternatives

Bidders may propose substitutes and alternatives where equivalent is indicated in the technical requirement description (Purchase Description)

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 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 B - Electronic Payment Instruments, to identify which ones are accepted.

If Annex B - 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

3.1.3.1 Exchange Rate Fluctuation Risk Mitigation 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 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 is requested by May 21st, 2019 the best delivery that could be offered is as follows:

Configuration 1 – Electric Utility Vehicle

Destination A – Archambault Institution - One (1) Electric Utility Vehicle and ancillary items will be delivered within _____weeks/calendar days from the effective date of the contract.

Destination B – La Macaza Institution - One (1) Electric Utility Vehicle and ancillary items will be delivered within _____weeks/calendar days from the effective date of the contract.

Destination C – Willow Creek Healing Centre - Three (3) Electric Utility Vehicles and ancillary items will be delivered within _____weeks/calendar days from the effective date of the contract.

Destination D – Drumheller Institution - Four (4) Electric Utility Vehicles and ancillary items will be delivered within _____weeks/calendar days from the effective date of the contract.

Destination E – Bowden Institution – One (1) Electric Utility Vehicle and ancillary items will be delivered within _____weeks/calendar days from the effective date of the contract.

Configuration 2 – Diesel Utility Vehicle

Destination A – Springhill Institution - One (1) Diesel Utility Vehicle and ancillary items will be delivered within _____weeks/calendar days from the effective date of the contract.

Destination B – Dorchester Penitentiary - Three (3) Diesel Utility Vehicle and ancillary items will be delivered within _____weeks/calendar days from the effective date of the contract.

Destination C – Archambault Institution - Three (3) Diesel Utility Vehicles and ancillary items will be delivered within _____weeks/calendar days from the effective date of the contract.

Destination D – Joyceville Institution – One (1) Diesel Utility Vehicles and ancillary items will be delivered within _____weeks/calendar days from the effective date of the contract.

Destination E – Regional Psychiatric Centre – One (1) Diesel Utility Vehicle and ancillary items will be delivered within _____weeks/calendar days from the effective date of the contract.

3.1.4.2 Optional Quantity

The best delivery that could be offered is as follows:

Configuration 1 – Electric Utility Vehicle

If an option is exercised, up to ten (10) Electric Utility Vehicles and ancillary items will be delivered within _____weeks/calendar days.

Configuration 2 – Diesel Utility Vehicle

If an option is exercised, up to nine (9) Diesel Utility Vehicles and ancillary items will be delivered within _____ weeks/calendar days.

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 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

4.1.2.1 Mandatory Technical Criteria

- (a) Bidders must demonstrate their compliance with all technical evaluation criteria detailed in the Technical Information Questionnaire, 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.

Configuration 1 - Electric Utility Vehicle		
#	Mandatory Criteria	Offerors Response
		Demonstrated and identified supporting documentation (Contractor to insert data and page number)
M1	The Electric Utility Vehicle must have a minimum of 15 foot charging cable.	
M2	The Electric Utility Vehicle must have a standard 2 inch rear hitch.	
M3	The Electric Utility Vehicle must have at minimum of a manual dump cargo box.	
M4	The Electric Utility Vehicle must have a fully enclosed cabin.	

Configuration 2 - Diesel Utility Vehicle		
#	Mandatory Criteria	Offerors Response
		Demonstrated and identified supporting documentation (Contractor to insert data and page number)
M1	The Diesel Utility Vehicle must have a fully enclosed cabin.	
M2	The Diesel Utility Vehicle must have a standard 2 inch rear hitch.	
M3	The Diesel Utility Vehicle must have at minimum of a manual dump cargo Box.	

(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.

4.1.3 Financial Evaluation

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

4.1.3.1 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.

4.1.3.2 Mandatory Financial Criteria for Optional Quantity

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

The shipping cost will not be included in the financial evaluation.

4.1.4 Evaluated Aggregate Price

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

- a) the firm prices per items for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price per items of the firm quantity;
- b) Since the optional quantities are to be exercised within twenty-four (24) months, calculation will be as follows:
 - i) The sum of the firm prices per items for the optional quantity, for each period of twelve (12) months, will be divided by two (2) to obtain the average price per items;
 - ii) The average price per items will be multiplied by the their identified estimated quantity quantities to obtain the evaluated price per items of the optional quantity;
- c) the sum of all evaluated prices per items will determine the evaluated aggregate price per items.

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 per items will be recommended for award of a contract.

More than one (1) contract may be awarded.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Product Conformance

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

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

Bidder's authorized representative signature

Date

5.2.3.2 General Environmental Criteria Certification

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

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

Bidder's authorized representative signature

Date

Or

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

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

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless	

otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidder's authorized representative signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirement

There is no security requirement applicable to the Contract.

6.2 Requirement - Contract

The Contractor must provide and deliver ten (10) Electric Utility Vehicles and/or nine (9) Diesel Utility Vehicle and ancillary items, in accordance with the Purchase Description (Electric and Diesel Utility Vehicles), dated (2019-02-06), and at Annex A - Pricing.

An option is included to purchase up to ten (10) Electric Utility Vehicle and nine (9) Diesel Utility Vehicle and ancillary items to be exercised within twenty-four (24) months from the effective date of the contract.

6.2.1 Technical Changes, Substitutes and Alternatives

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

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

6.2.2 Optional Goods and/or Services

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

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

The Contracting Authority may exercise the option within twenty-four (24) months after contract award by sending a written notice to the Contractor.

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (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 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 vehicle/equipment must be made as follows:

Firm Quantity

Configuration 1 – Electric Utility Vehicle

Destination A – Archambault Institution - One (1) Electric Utility Vehicle and ancillary items will be delivered within *(to be inserted by PWGSC)* weeks/calendar days from the effective date of the contract.

Destination B – La Macaza Institution - One (1) Electric Utility Vehicle and ancillary items will be delivered within *(to be inserted by PWGSC)* weeks/calendar days from the effective date of the contract.

Destination C – Willow Creek Healing Centre - Three (3) Electric Utility Vehicles and ancillary items will be delivered within *(to be inserted by PWGSC)* weeks/calendar days from the effective date of the contract.

Destination D – Drumheller Institution - Four (4) Electric Utility Vehicles and ancillary items will be delivered within *(to be inserted by PWGSC)* weeks/calendar days from the effective date of the contract.

Destination E – Bowden Institution – One (1) Electric Utility Vehicle and ancillary items will be delivered within *(to be inserted by PWGSC)* weeks/calendar days from the effective date of the contract.

Configuration 2 – Diesel Utility Vehicle

Destination A – Springhill Institution - One (1) Diesel Utility Vehicle and ancillary items will be delivered within *(to be inserted by PWGSC)* weeks/calendar days from the effective date of the contract.

Destination B – Dorchester Penitentiary - Three (3) Diesel Utility Vehicles and ancillary items will be delivered within *(to be inserted by PWGSC)* weeks/calendar days from the effective date of the contract.

Destination C – Archambault Institution - Three (3) Diesel Utility Vehicles and ancillary items will be delivered within *(to be inserted by PWGSC)* weeks/calendar days from the effective date of the contract.

Destination D – Joyceville Institution – One (1) Diesel Utility Vehicle and ancillary items will be delivered within *(to be inserted by PWGSC)* weeks/calendar days from the effective date of the contract.

Destination E – Regional Psychiatric Centre – One (1) Diesel Utility Vehicle and ancillary items will be delivered within *(to be inserted by PWGSC)* weeks/calendar days from the effective date of the contract.

Optional Quantity

Configuration 1 – Electric Utility Vehicle

If an option is exercised, up to ten (10) Electric Utility Vehicles and ancillary items will be delivered within *(to be inserted by PWGSC)* weeks/calendar days.

Configuration 2 – Diesel Utility Vehicle

If an option is exercised, up to nine (9) Diesel Utility Vehicles and ancillary items will be delivered within *(to be inserted by PWGSC)* weeks/calendar days.

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:

Raphael Lafontaine
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: 613 296-5030
E-mail address: raphael.lafontaine@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:

Configuration 1 – Electric Utility Vehicle

Destination A - Archambault Institution

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

Name: _____

Address: _____

Telephone No.: _____

Destination B - La Macaza Institution

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

Name: _____

Address: _____

Telephone No.: _____

Destination C - Willow Creek Healing Centre

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

Name: _____

Address: _____

Telephone No.: _____

Destination D - Drumheller Institution

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

Name: _____

Address: _____

Telephone No.: _____

Destination E - Bowden Institution

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

Name: _____
Address: _____
Telephone No.: _____

Configuration 2 – Diesel Utility Vehicle

Destination A - Springhill Institution

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

Name: _____
Address: _____
Telephone No.: _____

Destination B – Dorchester Penitentiary

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

Name: _____
Address: _____
Telephone No.: _____

Destination C - Archambault Institution

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

Name: _____
Address: _____
Telephone No.: _____

Destination D - Joyceville Institution

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

Name: _____
Address: _____
Telephone No.: _____

Destination E - Regional Psychiatric Centre

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 the firm price(s) specified in Annex A - Pricing, and 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.

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

6.6.1.2 Basis of Payment Type 2

Firm prices in Canadian dollars, Delivered Duty Paid at destination (shipping cost extra in accordance with Basis of Payment Type 3), Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra, as specified in Annex A - Pricing.

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

6.6.1.3 Basis of Payment Type 3

The Contractor will be reimbursed the actual shipping cost from the Contractor's Canadian facility or the Contractor's Canadian distribution point to the final destination without any allowance for profit and/or administrative overhead, in Canadian dollars and Applicable Taxes extra.

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

6.6.3 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2017-08-17
H1001C	Multiple Payments	2008-05-12
C3015C	Exchange Rate Fluctuation Adjustment	2017-08-17

6.7 Invoicing

6.7.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
5. Each invoice must be supported by:
 - (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
7. Invoices must be distributed as follows:
 - (a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.
 - (b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - (c) One (1) copy must be forwarded to the consignee.

6.8 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) Purchase Description for Electric and Diesel Utility Vehicles, dated 2019-02-06;
- (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
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 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 Correctional Service Canada facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Correctional Service Canada 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 vehicle/equipment must be listed on an attached packing note.

6.17 Assembly/Preparation at Delivery

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

6.18 Interchangeability

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

ANNEX A – PRICING

Item 001 – (Firm Quantity)

Configuration 1 – Electric Utility Vehicle

The Contractor must provide and deliver ten (10) Electric Utility Vehicle 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 including training option, in accordance with the attached Purchase Description Electric and Diesel Utility Vehicles, dated 2019-02-06.

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

Destination A

One (1) Electric Utility Vehicle and ancillary items must be delivered to:

Archambault Institution
244 Montée Gagnon, Sainte-Anne-des-Plaines, Quebec, J0N 1H0

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

Firm price of \$_____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Destination B

One (1) Electric Utility Vehicle and ancillary items must be delivered to:

La Macaza Institution
321 Chemin de l'Aéroport, La Macaza, Quebec, J0T 1R0

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

Firm price of \$_____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Destination C

Three (3) Electric Utility Vehicles and ancillary items must be delivered to:

Willow Creek Healing Centre
PO Box 520, Duck Lake, Saskatchewan, S0K 1J

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

Firm price of \$_____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Destination D

Four (4) Electric Utility Vehicles and ancillary items must be delivered to:

Drumheller Institution
PO Box 3000, Highway 9, Drumheller, Alberta , T0J 0Y0

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

Firm price of \$_____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Destination E

One (1) Electric Utility Vehicle and ancillary items must be delivered to:

Bowden Institution
Highway #2, PO Box 6000, Innisfail, Alberta, T4G 1V1

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

Firm price of \$_____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Configuration 2 – Diesel Utility Vehicle

The Contractor must provide and deliver nine (9) Diesel Utility Vehicles 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 including training option, in accordance with the attached Purchase Description Electric and Diesel Utility Vehicles, dated 2019-02-06.

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

Destination A

One (1) Diesel Utility Vehicle and ancillary items must be delivered to:

Springhill Institution
330 McGee Street, Springhill, Nova Scotia, B0M 1X0

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

Firm price of \$_____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Destination B

Three (3) Diesel Utility Vehicles and ancillary items must be delivered to:

Dorchester Penitentiary
4902 Main Street, Dorchester, New Brunswick, E4K 2Y9

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

Firm price of \$ _____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Destination C

Three (3) Diesel Utility Vehicles and ancillary items must be delivered to:

Archambault Institution
244 Montée Gagnon, Sainte-Anne-des-Plaines, Quebec, J0N 1H0

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

Firm price of \$ _____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Destination D

One (1) Diesel Utility Vehicle and ancillary items must be delivered to:

Joyceville Institution
Highway 15, No. 3766, PO Box 4510, Kingston, Ontario, K7L 5E5

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

Firm price of \$ _____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Destination E

One (1) Diesel Utility Vehicle and ancillary items must be delivered to:

Regional Psychiatric Centre
2520 Central Avenue North, PO Box 9243, Saskatoon, Saskatchewan, S7K 3X5

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

Firm price of \$ _____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Item 002 – Optional Quantity

Configuration 1 - Electric Utility Vehicle

If this option is exercised, the Contractor must provide and deliver up to ten (10) Electric Utility Vehicles 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, training option, in accordance with the attached Purchase Description Electric and Diesel Utility Vehicles, dated 2019-02-06.

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

Firm price of \$_____ per vehicle/equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 6, Basis of Payment Type 2.

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

Firm price of \$_____ per vehicle/equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 6, Basis of Payment Type 2.

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

Configuration 2 - Diesel Utility Vehicle

If this option is exercised, the Contractor must provide and deliver up to nine (9) Diesel Utility Vehicle 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, training option, in accordance with the attached Purchase Description Electric and Diesel Utility Vehicles, dated 2019-02-06.

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

Firm price of \$_____ per vehicle/equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 6, Basis of Payment Type 2.

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

Firm price of \$_____ per vehicle/equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 6, Basis of Payment Type 2.

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

Item 003 - Transportation Cost (Optional Quantities)

Configuration 1 – Electric Utility Vehicle

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

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

The Electric Utility Vehicles and ancillary items must be delivered to:

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

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

Actual shipping cost of \$(to be inserted by PWGSC if an option is exercised) per vehicle/equipment, for transportation cost, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 3.

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

Configuration 2 – Diesel Utility Vehicle

If an option is exercised in accordance with item 003 above, the Contractor must deliver the vehicle/equipment to destination as follows:

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

The Diesel Utility Vehicles and ancillary items must be delivered to:

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

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

Actual shipping cost of \$(to be inserted by PWGSC if an option is exercised) per vehicle/equipment, for transportation cost, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 3.

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

Item 004 – Extended Warranty Period

Configuration 1 – Electric Utility Vehicle

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 004 will not be included in the financial evaluation)

Configuration 2 Diesel Utility Vehicle

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 004 will not be included in the financial evaluation)

ANNEX B - 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)

ANNEX C - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- () B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

**PURCHASE DESCRIPTION
FOR ELECTRIC AND DIESEL UTILITY VEHICLES**

1.0 Requirements Configuration 1:

The Electric Utility Vehicle:

Electrical system / Battery / Standard features

1. Must be 48 Volt with traditional Lead-Acid batteries
2. Must have sealed units protected from the elements
3. Battery must be filled
4. Must have a battery discharge indicator
5. Must have an hour meter/odometer
6. Must have a reverse warning indicator
7. Must include minimum of a 15 feet charging cable.
8. Must have Front headlight and rear tail light

Frame

9. Must have a full enclosed cabin
10. Must have a one piece glass windshield
11. Must have a front wiper
12. Must have a front and rear bumper
13. Must have a standard 2 inch rear hitch

Transmission/Drivetrain

14. Must have forward and reverse
15. Must have on demand AWD

Brakes

16. Must have minimum of a rear brake and a parking brake

Tires

17. Must be minimum 4 ply

Vehicle dimensions & weight

18. Must be a minimum height of 70 inches including the cab
19. Must be a minimum width of 55 inches
20. Must be a minimum length of 90 inches

Cargo box dimensions

21. Must be a minimum length of 30 inches
22. Must be a minimum width of 40 inches
23. Must be a minimum depth of 10 inches
24. Must have at minimum a manual dump

Payload capacity

25. Must be a minimum of 200 kg

Towing capacity

26. Must have a minimum of 200 kg

Speed rating

27. Must be Manufacturer Standard

Seating capacity

28. Must have a minimum of 2 passengers

Color

29. Must be the newest model year
30. Must be the manufacture standard color

2.0 Requirements Configuration 2:

The Diesel Utility Vehicle:

Fuel system / Standard features

1. Must be diesel
2. Must be minimum of 800cc to 1000cc maximum
3. Must have a reverse warning indicator
4. Must have heating system

Frame

5. Must have a full enclosed cabin
6. Must have a one piece glass windshield
7. Must have a front wiper
8. Must have a front and rear bumper
9. Must have a standard 2 inch rear hitch
10. Must have Front headlight and rear tail light

Transmission/Drivetrain

11. Must be forward, neutral and reverse
12. Must have on demand AWD

Brakes

13. Must have front and rear brake, and parking brake

Tires

14. Must be minimum 4 ply

Vehicle dimensions & weight

15. Must be a minimum height of 70 inches including the cab
16. Must be a minimum width of 55 inches
17. Must be a minimum length of 90 inches

Cargo box dimensions

18. Must have a minimum length of 30 inches
19. Must have a minimum width of 40 inches
20. Must have a minimum depth of 10 inches
21. Must have at minimum, manual dump

Payload capacity

22. Must have a minimum of 400 kg

Towing capacity

23. Must have a minimum of 500 kg

Speed Rating

24. Must be manufacturer Standard

Seating capacity

25. Must have a minimum of 2 passengers

Color

26. Must be the manufacture standard color

Certification

27. Must be SAE J2194 ROPS