



**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

Vehicles & Industrial Products Division
140 O'Connor, Tower East
4th Floor
140 O'Connor, Tour Est
4ème étage
Ottawa
Ontario
K1A 0S5

Title - Sujet Adapted Transport (Minivan type)	
Solicitation No. - N° de l'invitation 21120-204852/A	Date 2019-08-23
Client Reference No. - N° de référence du client 21120-20-3284852	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-940-77613	
File No. - N° de dossier hp940.21120-204852	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-10-07	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: Murray, David	Buyer Id - Id de l'acheteur hp940
Telephone No. - N° de téléphone (613) 296-9230 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Requirement

1.1.1 Correctional Service Canada requires the vehicles and related items as detailed herein, in accordance with Annex "A" – Pricing and Annex "B" - Specification - Adapted Transport (Minivan type) attached hereto.

1.1.2 Irrevocable options identified in Annex "A"- Pricing.

1.1.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

1.1.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A"- Pricing.

1.1.2.3 The options may be exercised within twelve (12) months after contract award.

1.2 Debriefings

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

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 epost Connect service

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The 2003 standard instructions is amended as follows:

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2.2 Submission of Bids

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

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

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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 question is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work 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.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the

procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

3.1.1 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. drawing, specifications, engineering reports and/or test reports, a sample of the product offered), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

Section II: Financial Bid

The Bidders must submit their prices in Annex "A" - Pricing and in accordance with the Basis of Payment identified in PART 6 - RESULTING CONTRACT CLAUSES.


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 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html)  (<http://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 [PWGSC-TPSGC 450](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html)  (<http://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 - CERTIFICATIONS.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.4 Delivery

Firm quantity

While delivery of the vehicles is requested by 31 June 2020 the best delivery that can be offered is as follows:

Item 001 – One (1), Adapted Transport (Minivan type) will be delivered within ____ calendar days from the effective date of the contract.

Item 002 – Two (2), Adapted Transport (Minivan type) will be delivered within ____ calendar days from the effective date of the contract.

Item 003 – One (1), Adapted Transport (Minivan type) will be delivered within ____ calendar days from the effective date of the contract.

Item 004 – One (1), Adapted Transport (Minivan type) will be delivered within ____ calendar days from the effective date of the contract.

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File No. - N° du dossier
hp940.21120-201852

CCC No./N° CCC - FMS No/ N° VME

Optional Quantity

If an option is exercised, the best delivery that can be offered is as follows:

Item 005 - Up to Ten (10), Adapted Transport (Minivan type) will be delivered within _____ calendar days after an option is exercised.

3.1.5 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 components that exceeds the minimum warranty period of twelve (12) months.

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 Bidders must submit, with their bid, the followings documents:

- 1) Annex "B" - Specification - Adapted Transport (Minivan type); and
- 2) Appendix 1 - Technical Information Questionnaire - Adapted transport (Minivan type).

4.1.1.2 Equivalent Products

Bidders proposing substitutes and/or alternatives must provide with their bid all the information requested as detailed in Part 3, "Equivalent Products" to be considered for evaluation.

4.1.2. Financial Evaluation

4.1.2.1 The purpose of the financial evaluation is to determine the aggregate price, based on the information submitted in Annex "A" - Pricing.

4.1.2.2 Aggregate Price Calculation.

Bids will be evaluated on an aggregate price basis for the items and quantities.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory 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. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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 titled "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

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

5.2.3.1 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.

Bidders' 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.	

Bidders' Authorized Representative Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Requirement

- 6.2.1** The Contractor must deliver the vehicles in accordance with Annex "A" – Pricing and Annex "B" - Specification - Adapted Transport (Minivan type).
- 6.2.2** The Contractor grants to Canada irrevocable options identified in Annex "A" – Pricing.
- 6.2.2.1** The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- 6.2.2.2** The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A" - Pricing.
- 6.2.2.3** The options may be exercised within twelve (12) months after contract award.

6.3. Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2018-06-21) General Conditions - Goods (Medium Complexity), apply to and form part of the contract

6.4. Term of Contract

6.4.1 Delivery of Vehicles

6.4.1.1 Firm Quantity

Delivery of the vehicles must be made as follows:

Item 001 - One (1), Adapted Transport (Minivan type) must be delivered on or before _____ . *(Date to be inserted by PWGSC at time of contract award.)*

Item 002 - Two (2), Adapted Transport (Minivan type) must be delivered on or before _____ . *(Date to be inserted by PWGSC at time of contract award.)*

Item 003 - One (1), Adapted Transport (Minivan type) must be delivered on or before _____ . *(Date to be inserted by PWGSC at time of contract award.)*

Item 004 - One (1), Adapted Transport (Minivan type) must be delivered on or before _____ . *(Date to be inserted by PWGSC at time of contract award.)*

6.4.1.2 Option Quantity

Item 005 - Up to Ten (10), Adapted Transport (Minivan type) to be delivered within _____ calendar days after an option is exercised. *(To be inserted by PWGSC at time of contract award.)*

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: David D. Murray
Title: Supply Officer
Organization: Public Works and Government Services Canada
Acquisitions Branch
LEFT Directorate, HP Division,
140 O'Connor Street, 4th Floor East Tower,
Ottawa Ontario, K1A 0S5
Telephone: 613-296-9230
E-mail: David.Murray@tpsgc-pwgsc.gc.ca

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

6.5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____ (To be inserted by PWGSC at time of contract award.)

Title: _____

Organization: _____

Telephone: ____ - ____ - ____

E-mail: _____

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:

Name: _____ (To be inserted by PWGSC at time of contract award.)

Title: _____

Organization: _____

Telephone: ____ - ____ - ____

E-mail: _____

The Technical Authority named above 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

Name and telephone number of the person responsible for:

General enquiries:

Name: _____ (To be completed by the bidder.)
Title: _____
Telephone: ____ - ____ - ____
E-mail: _____

Delivery follow-up:

Name: _____ (To be completed by the bidder.)
Title: _____
Telephone: ____ - ____ - ____
E-mail: _____

6.5.5 After Sales Service

Canada requests that the Bidder provide the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of spare 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 1000 kilometres.

Item 001

Name: _____
Address: _____

Telephone Number: _____

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

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 unit price(s) specified in Annex "A" - Pricing, and as follows:

Basis of Payment (BOP) Type 1:

Firm unit 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).

Basis of Payment (BOP) Type 2:

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

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

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only)

6.6.2 SACC Manual Clauses

H1001C	Multiple Payments	2008-05-12
C3015C	Exchange rate fluctuation adjustment	2017-08-17

6.7. Invoicing Instructions

6.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Offerors/suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Correctional Service Canada
340 Laurier Ave, West
Ottawa, Ontario K1A 0P9
Attention: Chantal Lorrain

- (b) One (1) copy must be forwarded to the Contracting Authority identified under section 4. Authorities of the 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](https://www.canada.ca/en/employment-)" list (<https://www.canada.ca/en/employment->

social-development/programs/employment-equity/federal-contractor-program.html#s4). 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

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) 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Pricing;
- (d) Annex "B" - Specification - Adapted Transport (Minivan type);
- (e) Appendix 1 - Technical Information Questionnaire - Adapted Transport (Minivan type);
- (f) Annex "D" to PART 5 – BID SOLICITATION - Federal Contractors Program for Employment Equity - Certification;
- (g) the Contractor's bid dated _____.

6.11 SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
A9068C	Government Site Regulations	2010-01-11
B1505C	Shipment of Dangerous Goods/Hazardous Products	2016-01-28
G1005C	Insurance - No Specific Requirement	2016-01-28

6.12 Inspection and Acceptance

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

6.13 Preparation for Delivery

The vehicle/equipment must be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to Correctional Service Canada personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicles to Correctional Service Canada personnel.

Any attempt by the carrier to deliver vehicles will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

6.14. Shipping Instructions – Firm Quantity

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as detailed at Annex "A"- Pricing). 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 taxes.

Item 001 - the contact person for delivery is: _____ *(to be inserted by PWGSC at time of contract award).*

Item 002 - the contact person for delivery is: _____ *(to be inserted by PWGSC at time of contract award).*

Item 003 - the contact person for delivery is: _____ *(to be inserted by PWGSC at time of contract award).*

Item 004 - the contact person for delivery is: _____ *(to be inserted by PWGSC at time of contract award).*

6.15 Shipping Instructions - Optional Quantity

6.15.1 Delivery will be FCA Free Carrier at the Contractor's Canadian facility or Contractor's Canadian distribution point, Incoterms 2000. The Contractor must load the goods onto the carrier designated by Correctional Service Canada. Onward shipment from the delivery point to the consignee will be Canada's responsibility.

6.15.2 Before shipping the goods, the Contractor must make arrangements with the Procurement Authority for each place of destination. The consignee may refuse shipments when prior arrangements have not been made.

6.15.3 The Contractor must not ship the goods before receiving shipping instructions from the Procurement Authority.

6.15.4 If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the contractor must reimburse Canada any additional expenses and costs incurred.

6.15.5 If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

6.16 Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) working days of the receipt of the contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant _____ (*Bidder to specify location*). Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by Canada. The Crown reserves the right to carry out the Post-Contract Award Meeting/Pre-Production Meeting via teleconference.

6.17. Packaging

The methods used for preservation and packaging must be in conformity with the contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

6.18. Warranty

The manufacturer's standard warranty of (*to be inserted by the bidder*) (_____ months or _____ km) as administered through the designated dealer or authorized agent apply.

6.19 Material

Material supplied must be new, unused and of current production by manufacturer (2019 model-year or newer).

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6.20. Interchangeability

Unless changes during the production run are authorized by the Contracting Authority, all vehicles 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 Adapted Transport (Minivan type) (Firm Quantity)

The Contractor must deliver the Adapted Transport (Minivan type) in accordance with Annex "B" - Specification - Adapted Transport (Minivan type) to:

Cowansville Institution (Med)
400 Fordyce Avenue
Cowansville, Quebec J2K 3N7

Delivery contact: _____ (to be inserted by PWGSC at time of contract award)

Date of delivery: _____ (to be inserted by PWGSC at time of contract award)

Firm unit price of \$ _____ per vehicle, including all equipment and related items, in accordance with Basis of Payment Type 1 as detailed at Clause 6.6.1 Basis of Payment.

Quantity: One (1)

Item 002 Adapted Transport (Minivan type) (Firm Quantity)

The Contractor must deliver the Adapted Transport (Minivan type) in accordance with Annex "B" - Specification - Adapted Transport (Minivan type) to:

Bath Institution (Med)
5775 Bath Rd. PO Box 1500
Bath, Ontario K0H 1G0

Delivery contact: _____ (to be inserted by PWGSC at time of contract award)

Date of delivery: _____ (to be inserted by PWGSC at time of contract award)

Firm unit price of \$ _____ per vehicle, including all equipment and related items, in accordance with Basis of Payment Type 1 as detailed at Clause 6.6.1 Basis of Payment.

Quantity: Two (2)

Item 003 Adapted Transport (Minivan type) (Firm Quantity)

The Contractor must deliver the Adapted (Minivan type) in accordance with Annex "B" - Specification - Adapted Transport (Minivan type) to:

Grand Valley Institution for Women (Multi)
1575 Homer Watson Blvd.
Kitchener, Ontario N2P 2C5

Delivery contact: _____ (to be inserted by PWGSC at time of contract award)

Date of delivery: _____ (to be inserted by PWGSC at time of contract award)

Firm unit price of \$ _____ per vehicle, including all equipment and related items, in accordance with Basis of Payment Type 1 as detailed at Clause 6.6.1 Basis of Payment.

Quantity: One (1)

Item 004 Adapted Transport (Minivan type) (Firm Quantity)

The Contractor must deliver the Adapted Transport (Minivan type) in accordance with Annex "B" - Specification - Adapted Transport (Minivan type) to:

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

Delivery contact: _____ (to be inserted by PWGSC at time of contract award)

Date of delivery: _____ (to be inserted by PWGSC at time of contract award)

Firm unit price of \$ _____ per vehicle, including all equipment and related items, in accordance with Basis of Payment Type 1 as detailed at Clause 6.6.1 Basis of Payment.

Quantity: One (1)

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Item 005 Adapted Transport (Minivan type) (Optional Quantity)

If this option is exercised, the Contractor must deliver the Adapted Transport (Minivan type) in accordance with Annex "B" - Specification - Adapted Transport (Minivan type).

Quantity: Up to Ten (10)

Firm unit price of \$ _____ per vehicle, including all equipment and related items, in accordance with Basis of Payment Type 2 as detailed at Clause 6.6.1 Basis of Payment.

Annex “B” - Specification - Adapted transport (Minivan type)

A bid must clearly indicate compliance or non-compliance with each of the items below by inserting Yes or No under the Compliance Column. In order to be deemed compliant, bidders must meet all Mandatory Technical Specifications listed below. Bidders must provide technical documentation, photos, and/or brochures, to clearly demonstrate Bidder's compliance with the specifications detailed within this solicitation of the unit being offered. Bidders should cross reference where each of the Mandatory Technical Specifications below can be found within the documentation. Failure to meet all the mandates will result in your bid being deemed non-compliant and it shall not be given any further consideration in the evaluation process.

Please provide the following information for the vehicle you are offering:

Make: _____ Model: _____ Year: _____

		COMPLIANCE		REFERENCE
MANDATORY TECHNICAL SPECIFICATIONS:		YES	NO	
Vehicle Features				
1	2019 or newer			
2	6 cyl. gasoline engine			
3	Automatic transmission			
4	Heat / AC : Three zone ventilation system controlled by driver/passenger only			
5	Two (2) cloth bucket manual front seats			
6	Block heater			
7	License plate holders front and rear			
8	Doors, powered locks			
9	Front power windows (Driver / Passenger only)			
10	Bluetooth device			

11	Manufacturer tinted windows (except front & windshield)			
12	Rear hatch door			
13	Two (2) Manual sliding doors			
14	Dark blue (outside colour)			

Additional Vehicle Features - Cargo Area

1	Unit to be assembled to accommodate one (1) secured wheelchair			
2	Anti-skid flooring must have a min of 2 mm thicknesses			
3	Plastic side walls			
4	Manual folding wheelchair ramp (minimum of 33" wide)			
5	Two (2) front electrical tie downs (minimum 4 meters long) locking retractor (Q strains)			
6	Two (2) rear slide N click tie downs			
7	Wheelchair winch to assist (workload capacity minimum 500 pounds maximum 600 pounds)			
8	Waist safety belt kit to secure inmate in wheelchair			
9	Additional light to ensure ramp is secure at night			
10	Lowered floor for easy wheel chair access ; Length minimum 90" / Width minimum 33 "			
11	Ramp angle must not exceed 10 degree			
12	Ramp load capacity must be at least 1000 pounds			
13	Insulated walls and ceiling / lining			

Inmate Security Features

1	Secure fixed barrier separating driver and passenger seats area from cargo			
---	--	--	--	--

1.1	Bottom section must be made of steel (minimum 14 GAUGE = 0.080" = 2.0mm) Minimum 30" and Maximum of 34" from the floor			
1.2	Upper section must be transparent (Lexan type) with no openings (must not interfere with side curtain airbags)			
2	Barrier must be installed at a minimum of 80 " and a maximum of 84" from the back of the vehicle (to allow driver/passenger to slide and incline seat to comfortable position)			
3	Back-up camera			
4	Both side and hatch doors must be equipped with permanently activated safety locks that cannot be unlocked from the inside			
Warranty / service				
	Minimum of 24 months warranty parts & service and labor			

APPENDIX 1 – TECHNICAL INFORMATION QUESTIONNAIRE - ADAPTED TRANSPORT (MINIVAN TYPE)

Bidders are required to complete the following questionnaire.

a) This is not a purchase description but rather a generic specifications sheet designed to cover the majority of vehicle purchases in this class. Refer to Annex "B" - Specification - Adapted Transport (Minivan type) for the Requirements.

b) Fill out the form where applicable in order to provide details on the unit(s) you are offering.

1. Cab and Chassis

a) Make: _____ b) Model: _____ c) Year: _____

2. Weight

a) GVWR: _____ lbs. b) GCWR: _____ lbs.

3. Dimensions

a) Wheelbase: _____ inches b) Cab to axle: _____ inches

4. Engine

a) Make: _____ b) Model: _____

c) Net HP _____ at _____ RPM

d) Net Torque _____ lbs. feet at _____ RPM

5. Radiator Shutters

a) Make: _____ b) Model: _____

6. Transmission

a) Make: _____ b) Model: _____ c) No. of speeds: _____

6.1 Clutch

a) Type: _____ b) Size: _____

6.2 Transfer Case

a) Make: _____ b) Model: _____ c) Ratio: _____

7. Axles

7.1 Front Axle

a) Make: _____ b) Model: _____ c) Capacity: _____ lbs.

7.2 Rear Axle

- a) Make: _____ b) Model: _____
c) Capacity: _____ lbs. d) Ratio: _____

8. Suspension

Capacity at ground

8.1 a) Front: _____ lbs. each b) Shocks: _____

8.2 a) Rear: _____ lbs. each b) Shocks: _____

8.3 a) Auxiliary _____ lbs. each

9. Tires

9.1 a) Front size: _____ X _____ b) Ply/PR: _____ c) Tread: _____

9.2 a) Rear size: _____ X _____ b) Ply/PR: _____ c) Tread: _____

9.3 a) Spare size: _____ X _____ b) Ply/PR: _____ c) Tread: _____

10. Frame

10.1 a) Material: _____ b) RBM: _____ in lbs.

10.2 a) Reinforcement: _____ b) RMB: _____ in lbs.

11. Fuel Tanks

- a) Quantity: _____ b) Type(s): _____
c) Capacity each: _____ litres d) Locations: _____

12. Battery(s)

- a) Quantity: _____ b) Individual battery rating: _____ CCA
c) Total Capacity: _____

13. Alternator

- a) Output: _____ amps

14. Steering

- a) Type: _____ b) Model: _____

15. Brakes

15.1 a) System Type: _____ b) Front size: _____ c) Rear size: _____

15.2 a) Compressor Make: _____ b) Model: _____
c) Capacity _____ CFM

15.3 a) Air Dryer Make: _____ b) Model: _____

15.4 a) Moisture Ejector Make: _____ b) Model: _____

16. Seats

16.1 a) Driver's Seat Make: _____ b) Model: _____

16.2 a) Passenger's Seat Make: _____ b) Model: _____

17. Vehicle Performance (at full GVWR)

a) Geared Top Speed: _____ KPH (SAE J688)

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ANNEX “C” TO PART 3 OF THE BID SOLICITATION

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)

ANNEX "D" TO PART 5 OF THE BID SOLICITATION

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

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/regulated-industries.html) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/regulated-industries.html>) being subject to the [Employment Equity Act](http://laws-lois.justice.gc.ca/eng/acts/E-5.401/) (<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/>).
- () 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 \(AIEE\)](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/5/1) (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/5/1>) in place with ESDC – Labour.

OR

() A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](https://catalogue.servicecanada.gc.ca/content/EForms/en/Detail.html?Form=LAB1168) to ESDC – Labour (<https://catalogue.servicecanada.gc.ca/content/EForms/en/Detail.html?Form=LAB1168>). 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 C-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)