



**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**

<b>Title - Sujet</b> Thomas Saf-T-Liner C2 School Bus	
<b>Solicitation No. - N° de l'invitation</b> T8009-190273/A	<b>Date</b> 2019-12-20
<b>Client Reference No. - N° de référence du client</b> T8009-190273	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-916-78277	
<b>File No. - N° de dossier</b> hp916.T8009-190273	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-02-03</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Paravan, Tony	<b>Buyer Id - Id de l'acheteur</b> hp916
<b>Telephone No. - N° de téléphone</b> (613) 296-9781 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF TRANSPORT ENVIRONMENTAL AFFAIRS (AHE) PROGRAMS GROUP 330 SPARKS ST., 18TH FL. OTTAWA Ontario K1A0N5 Canada	

**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**

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

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	<p>Thomas Saf-T-Liner C2 School Bus</p> <ul style="list-style-type: none"> <li>In accordance with Transport Canada Annex "A" - Statement of Work for the Purchase of Two (2) Thomas Saf-T-Liner C2 School Bus.</li> <li></li> <li></li> </ul>	T8009	T8009	1	Each	\$	\$		See Herein	
2	<p>Thomas Saf-T-Liner C2 School Bus</p> <ul style="list-style-type: none"> <li>In accordance with Transport Canada Annex "A" - Statement of Work for the Purchase of Two (2) Thomas Saf-T-Liner C2 School Bus.</li> </ul>	T8009	T8009	1	Each	\$	\$		See Herein	

## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

- 1.1 Requirement
- 1.2 Debriefings
- 1.3 Trade Agreements
- 1.4 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
- 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 Requirement
- 6.2 Standard Clauses and Conditions
- 6.3 Term of Contract
- 6.4 Authorities
- 6.5 Payment
- 6.6 Invoicing Instructions
- 6.7 Certifications and Additional Information
- 6.8 Applicable Laws
- 6.9 Priority of Documents
- 6.10 SACC Manual Clauses
- 6.11 Inspection and Acceptance
- 6.12 Preparation for Delivery
- 6.13 Shipping Instructions – Delivery at Destination
- 6.14 Post-Contract Award Meeting/Pre-Production Meeting

Solicitation No. - N° de l'invitation  
T8009-190273/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP916

Client Ref. No. - N° de réf. du client  
T8009-190273/A

File No. - N° du dossier  
hp916-T8009-190273

CCC No./N° CCC - FMS No/ N° VME

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6.15 Packaging

6.16 Warranty

6.17 Material

**Attachments:**

Annex "A" - Statement of Work - Thomas Saf-T-Liner C2 School Bus;  
Appendix 1 - Technical Information Questionnaire; and  
Annex "B" to Part 3 of the Bid Solicitation - Electronic Payment Instruments

Solicitation No. - N° de l'invitation  
T8009-190273/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP916

Client Ref. No. - N° de réf. du client  
T8009-190273/A

File No. - N° du dossier  
hp916-T8009-190273

CCC No./N° CCC - FMS No/ N° VME

---

## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

Transport Canada requires the vehicles and as detailed herein, in accordance with Annex "A" Statement of Work - Thomas Saf-T-Liner C2 School Bus attached hereto.

### **1.2 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be 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), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), 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.

### **2.2 Submission of Bids**

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

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

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

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

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

Solicitation No. - N° de l'invitation  
T8009-190273/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP916

Client Ref. No. - N° de réf. du client  
T8009-190273/A

File No. - N° du dossier  
hp916-T8009-190273

CCC No./N° CCC - FMS No/ N° VME

---

## 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 (2 hard copies)  
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 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 No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

## Section II: Financial Bid

The Bidders must submit firm unit prices in "Line Item Details" only 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 "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 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Solicitation No. - N° de l'invitation  
T8009-190273/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP916

Client Ref. No. - N° de réf. du client  
T8009-190273/A

File No. - N° du dossier  
hp916-T8009-190273

CCC No./N° CCC - FMS No/ N° VME

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### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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

Canada requests that bidders submit the following information:

#### **3.1.4 Delivery**

While delivery of the vehicles is requested by 15 May 2020, the best delivery that can be offered is as follows:

Item 001 – One (1) School Bus, Thomas Saf-T-Liner C2 will be delivered within \_\_\_\_ calendar days from the effective date of the contract.

Item 002 – One (1) School Bus, Thomas Saf-T-Liner C2 will be delivered within \_\_\_\_ calendar days from the effective date of the contract.

#### **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 completed documents:

- 1) Annex "A" - Statement of Work - Thomas Saf-T-Liner C2 School Bus; and
- 2) Appendix 1 - Technical Information Questionnaire

#### **4.1.2. Financial Evaluation**

**4.1.2.1** The purpose of the financial evaluation is to determine the lowest price using the information submitted in "Line Item Detail".

### **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 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.

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### 5.2.3 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 Requirement**

The Contractor must deliver two (2) School Bus, Thomas Saf-T-Liner C2 in accordance with Annex "A" Statement of Work - School Bus, Thomas Saf-T-Liner C2 attached.

### **6.2. 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.

#### **6.2.1 General Conditions**

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

### **6.3. Term of Contract**

#### **6.3.1 Delivery of Vehicle**

Delivery of the vehicle must be made as follows:

Item 001 - One (1) School Bus, Thomas Saf-T-Liner C2 must be delivered on or before \_\_\_\_\_ . (Date to be inserted by PWGSC at time of contract award.)

Item 002 - One (1) School Bus, Thomas Saf-T-Liner C2 must be delivered on or before \_\_\_\_\_ . (Date to be inserted by PWGSC at time of contract award.)

### **6.4. Authorities**

#### **6.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Tony Paravan  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada - Acquisitions Branch  
LEFT Directorate, HP Division,  
140 O'Connor Street, Ottawa, ON, K1A 0S5  
Telephone: 613-296-9781  
E-mail: [tony.paravan@pwgsc-tpsgc.gc.ca](mailto:tony.paravan@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.

#### **6.4.2 Procurement Authority**

The Procurement Authority for the Contract is:

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

Solicitation No. - N° de l'invitation  
T8009-190273/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP916

Client Ref. No. - N° de réf. du client  
T8009-190273/A

File No. - N° du dossier  
hp916-T8009-190273

CCC No./N° CCC - FMS No/ N° VME

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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.

#### 6.4.3 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.

#### 6.4.4 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: \_\_\_\_\_

#### 6.4.5 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 100 kilometres.

##### Item 001

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

Telephone Number: \_\_\_\_\_

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

##### Item 002

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

Telephone Number: \_\_\_\_\_

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

#### 6.5 Payment

##### 6.5.1 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 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.

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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable). *(delete if the bidder does not request the exchange rate fluctuation)*

##### 6.5.2 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;

- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 6.5.3 SACC Manual Clauses

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

## 6.6. Invoicing Instructions

**6.6.1** 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:

*(PWGSC will insert invoicing address as per requisition at contract award.)*

- (b) One (1) copy must be forwarded to the Contracting Authority identified under section 4. Authorities of the Contract.

## 6.7. Certifications and Additional Information

### 6.7.1 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. Applicable Laws

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

## 6.9. 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" - Statement of Work - Thomas Saf-T-Liner C2 School Bus;

Solicitation No. - N° de l'invitation  
T8009-190273/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP916

Client Ref. No. - N° de réf. du client  
T8009-190273/A

File No. - N° du dossier  
hp916-T8009-190273

CCC No./N° CCC - FMS No/ N° VME

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- (d) Appendix 1 - Technical Information Questionnaire;  
(e) the Contractor's bid dated \_\_\_\_\_. (if the bid was clarified or amended, insert at the time of contract award "as clarified on" \_\_\_\_\_ or "as amended on" \_\_\_\_\_ and insert date (s)).

## 6.10 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

## 6.11 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.

## 6.12 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 Transport Canada personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicle(s) to Transport 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.

## 6.13. Shipping Instructions

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as indicated in the line item detail). 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).

Solicitation No. - N° de l'invitation  
T8009-190273/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP916

Client Ref. No. - N° de réf. du client  
T8009-190273/A

File No. - N° du dossier  
hp916-T8009-190273

CCC No./N° CCC - FMS No/ N° VME

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#### **6.14 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.

#### **6.15 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.

#### **6.16 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.

#### **6.17 Material**

Material supplied must be new, unused and of the 2020 or 2021 model-year.

**Annex A Statement of Work  
For the purchase of two (2) Thomas Saf-T-Liner C2 School Bus  
for Transport Canada**

**Project Overview**

Transport Canada (PC) has a requirement for the supply and delivery of two (2) current production Thomas Saf-T-Liner C2 School Bus. The vehicle must meet all specifications listed below.

**Technical Specifications:**

**Item #1 and Item #2**

Item	Description	Compliance	
		Yes	No
<b>1.0</b>	<b>Vehicle must meet the following specifications:</b>		
1.1	• Vehicle must have less than 3,000 km and Transport Canada must be the first retail owner		
1.2	• Vehicle must come from an authorized dealer of Thomas Built Buses		
1.3	• Manufacturer: Thomas Built Buses		
1.4	• Year: 2020 or 2021		
1.5	• Make: Thomas		
1.6	• Model: Saf-T-Liner C2		
	• Must meet CSA 250 D standard		
1.7	• Chassis: As Available		
1.8	• Engine: As available		
1.9	• Transmission: Automatic or Automated as available		
1.10	• Vehicle interior – Seat Configuration		
	○ Minimum of 65 passengers		
	○ First three rows must have two Integrated Child seats per seat in addition to the two 3 points seat belts		
	○ All positions must have 3 points seat belts, 3 per seat, except first three rows		
1.11	• Mobileye Technologies		

	○ Automatic Emergency Braking (AEB)		
	○ Adaptive Cruise Control (ACC)		
	● BusWise Technologies		
	○ Pedestrian detection technology		
1.12	● PV360 with recording capabilities		
1.13	● Zonar - Fleet Tracking Systems		
1.14	● SEON Predictive Stop Arm Technology		
1.15	● Interior Camera		
1.16	● Infraction Camera		
1.17	● Wheelbase: As Available		
<b>2.0</b>	<b>● At delivery, the Contractor must provide the following documentation and requirements:</b>		
2.1	● Vehicles will be inspected at the point of sale by a Transport Canada official before delivery		
2.2	● Vehicles must be delivered to: Motor Vehicle Test Center, 100 rue du Landais, Blainville, QC, J7C 5C9		
2.3	● Vehicle Identification Number (VIN)		
2.4	● Net Price: (any applicable taxes, GST, QST, fees, charges, etc. must be shown separately)		
2.5	● Two(2) keys		
2.6	● Owner's Manual		
2.7	● Copy of the Pre-Delivery Inspection Sheet as available		
2.8	● Odometer Reading		
2.9	● New Vehicles Information Sheet (NVIS) identifying Transport Canada only as the purchaser		
2.10	● Sales Contract		
2.11	● Built Sheet (If available)		

### Appendix 1 – Technical Information Questionnaire

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 "A" - Statement of Work – Trans Tech SST Type-A School Bus 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:** \_\_\_\_\_

**8.2a)** Rear: \_\_\_\_\_ lbs. each b) Shocks: \_\_\_\_\_

**8.3a)** Auxiliary \_\_\_\_\_ lbs. each

**9. Tires**

**9.1a)** Front size: \_\_\_\_\_ X \_\_\_\_\_ b) Ply/PR: \_\_\_\_\_ c) Tread: \_\_\_\_\_

**9.2a)** Rear size: \_\_\_\_\_ X \_\_\_\_\_ b) Ply/PR: \_\_\_\_\_ c) Tread: \_\_\_\_\_

**9.3a)** 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: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
T8009-190273/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP916

Client Ref. No. - N° de réf. du client  
T8009-190273/A

File No. - N° du dossier  
hp916-T8009-190273

CCC No./N° CCC - FMS No/ N° VME

---

**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)

Solicitation No. - N° de l'invitation  
T8009-190273/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP916

Client Ref. No. - N° de réf. du client  
T8009-190273/A

File No. - N° du dossier  
hp916-T8009-190273

CCC No./N° CCC - FMS No/ N° VME

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## **Annex "B" 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);
- Large Value Transfer System (LVTS) (Over \$25M)