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List of Annexes

ANNEX A - PRICING

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the requirement.

1.2 Requirement

Innovation, Science and Economic Development Canada has a requirement to purchase (1) Group 3 Direct Current (DC) Fast Charging Networked EVSE, ancillary items, in accordance with the latest version of the Specifications for Group 1 of the Request for Supply Arrangements (RFSA) E60HN-21EVSE/B and Annex A – Pricing.

1.3 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

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>) issued by Public Works and Government Services Canada (PWGSC).

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

The **2004** (2022-01-28), Standard Instructions - Goods or Services - Non-competitive Requirements apply for any non-competitive solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the 2004 Standard Instructions incorporated by reference above is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

2.2 Submission of Bids

Bids must be submitted no latter than 2023-07-26 14:00 Eastern Daylight Time (EDT)

2.3 Applicable Laws - Bid

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory

specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Financial Bid

Section II: Certifications

Section III: Additional Information

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](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) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. 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
 - b. 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: Financial Bid

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

3.1.1 Electronic Payment of Invoices – Bid

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

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);

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

3.1.2 Exchange Rate Fluctuation
C3011T (2013-11-06), Exchange Rate Fluctuation

Section II: Certifications

Bidders must submit the certifications required under Part 5.

Section III: Additional Information

Canada requests that bidders submit the following information:

3.1.3 Best Delivery Date – Bid

While delivery of the equipment is requested by *December 31, 2023*, the best delivery that could be offered is as follows:

(1) Group 3 Direct Current (DC) Fast Charging Networked EVSE, and ancillary items will be delivered within *(to be inserted by the Bidder)* weeks/calendar days from the effective date of the contract.

3.1.4 Supplier Contacts

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

3.1.5 After Sales Service

Canada requests that the Bidder provide in Part 6 the names, addresses and telephone numbers of their dealers and/or agents authorized to provide customer and after sales service for the equipment offered.

3.1.6 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the equipment and its component that exceeds the minimum warranty period of twelve (12) months. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for components/sub-assemblies will form part of the proposed contract.

3.1.7 Extended Warranty Period

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months. If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the equipment and accessories if applicable.

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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial Evaluation

Bidders must provide with their bid all financial information requested in the bid solicitation at **Error! Reference source not found.**, and in accordance with the Basis of Payment.

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

4.1.2 Evaluated Aggregate Price

Bids will be evaluated on an aggregate price basis.

The sum of all evaluated prices in Tables A, B ,C, and D will determine the evaluated aggregate price.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Product Conformance

The Bidder certifies that all proposed equipment conform to their Supply Arrangement (SA) under E60HN-21EVSE/B, and to all technical requirements of the Specifications.

Bidder's authorized representative signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirement

There is no security requirement applicable to the Contract.

6.2 Requirement - Contract

The Contractor must provide (1) Group 3 Direct Current (DC) Fast Charging Networked EVSE, ancillary items, data management services and extended warranty in accordance with the latest version of the Specifications for Group 1 of the Request for Supply Arrangements (RFSA) E60HN-21EVSE/B and Annex A – Pricing.

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2022-01-28) General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery of the equipment must be made as follows:

(1) Group 3 Direct Current (DC) Fast Charging Networked EVSE, ancillary items, including data management services must be delivered within 22 weeks/calendar days from the effective date of the contract.

6.4.2 Delivery

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nathalie Craig

Title: Contracts & Procurement Officer, Contracts & Material Management

Department: Innovation, Science and Economic Development Canada

Address: 235, Queen Street, Ottawa, Ontario, K1A 0C5

E-mail address: Nathalie.craig@ised-isde.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: Darryl Deforest

Title: Manager, Spectrum and Telecommunications Sector

Organization: Innovation Science and Economic Development Canada

Address: 8948 Halton - Erin Town Line, Acton, Ontario, L7J 2L8

Telephone: 416-903-5988
E-mail address: Darryl.deforest@ised-isde.gc.ca

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

6.5.3 Contractor's Representative

General enquiries

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

6.5.4 Customer and After Sales Service

The following dealer and/or agent is authorized to provide customer and after sales service for the equipment offered:

Name: _____
Address: _____
Telephone No.: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid 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, as specified in Annex A - Pricing.

6.6.2 Limitation of Price

SACC *Manual* clause C6000C (2017-08-17) Limitation of Price

6.6.3 SACC Manual Clauses

SACC *Manual* clause H1000C (2008-05-12) Single Payment

6.6.4 Electronic Payment of Invoices – Contract

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

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

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the equipment/service.
3. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority, thereby reducing printed material.

Invoices must be distributed as follows:

- a) one (1) copy must be forwarded to the following address for certification and payment by email to:
stsinvoicesunitunitedefacturersst@ised-isde.gc.ca

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws - Contract

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

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the 2010A (2022-01-28) General Conditions: Goods (Medium Complexity);
- (c) Annex A - Pricing;
- (d) Specifications – Group 3 – Direct Current (DC) Fast Charging Networked EVSE;
- (e) The Contractor's bid dated , as clarified on _____ " **or** ", as amended on

6.11 SACC Manual Clauses

SACC Reference	Title	Date
B1501C	Electrical Equipment	2018-06-21
B7500C	Excess Goods	2006-06-16
D0018C	Delivery and Unloading	2007-11-30
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

6.12 Inspection and Acceptance

The Project 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 Specifications 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 Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP – Delivery Duty Paid (8948 Halton – Erin Town Line, Acton, ON L7J 2L8). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".