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**RFQ NOTICE**

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**Bid number:** 13824344

**RFQ date:** 2011/08/02

**Quotation deadline:**  
2011/08/30 14h, Montreal time

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**For information**

Richard de Blois

**Telephone**

514-840-3000 poste 5882

**E-mail:** de\_Blois.Richard@hydro.qc.ca

**Objective:**

Supply of electric vehicle charging stations and related service

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**IMPORTANT NOTICE:**

For technical information, please address any question by E-mail to the person designated in the Notice to Prospective Bidders above.

**Note:** Between August 2nd and August 15th 2011, please address any question directly to Mr Lucas Haddad (tel: 514-840-3000, ext.3625, Email: haddad.lucas@hydro.qc.ca)

Questions will be accepted up until August 19th 2011 only.

**Price for the document:** 25,00 \$ (paper) 25,00 \$ ( electronic version)

As an indication only and without any commitment on the part of Hydro-Quebec, the contract's value is estimated at between 500 000\$ and 700 000 \$

No Bid Security or Performance Bond are required.

Request for Quotation in two envelopes («Commercial and technical», and «Financial»)

**Particular requirements**

Only global submissions are accepted.

The charging station must be certified for installation in Quebec by November 11th 2011.

**QUOTATION TRANSMISSION:**

In a sealed envelope, two (2) complete copies of the Request for Quotation (RFQ) form signed by an authorized person. **Only RFQs received at the following address will be accepted:**

Forwarded by Canada Post exclusively

(By Standard Services, Priority Post or Courier)

Hand-deliver or Private Courier services

(Excluding all Canada Post services)

Hydro-Québec  
Bureau des soumissions  
Case postale 1030

Hydro-Québec  
Bureau des soumissions  
2e étage, bureau 2-007

## INFORMATION AND INSTRUCTIONS TO PROSPECTIVE BIDDERS

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### SCHEDULE

List of Contract Documents Acceptable to Hydro-Québec

## **IMPORTANT NOTICE**

Throughout this document, please replace the term "Call for Tenders" by "Request for Proposals". Hydro-Québec reserves the right to negotiate with the bidders most likely to meet its requirements. Such negotiations may relate to any element deemed necessary, including technical, economic, legal or commercial aspects.

### **1. ELIGIBILITY**

Only persons (natural or legal), partnerships or companies that meet the eligibility criteria set forth in the Notice to Prospective Bidders and that have obtained the Tender Document directly from Hydro-Québec's Acquisition unit are eligible to bid.

All bids submitted by ineligible persons (natural or legal), partnerships or companies will be rejected.

No Prospective Bidder may transfer its right to bid or the Tender Document to another person, partnership or company.

The Prospective Bidder must ensure that the name and address appearing on the invoice accompanying the Tender Document are exactly the same as the name and address on its Bid Form.

#### **Certification**

The charging station must be certified for installation in Québec by an approval body accredited by the Canadian Standards Board and recognized by the Régie du Bâtiment du Québec (Québec construction board), as indicated at:

**<http://www.rhq.gouv.qc.ca/electricite/votre-devoir-e-avers-la-securite-du-public/approbation-dappareillage-electrique.html> (in French only).**

Failing this, the charging station must be undergoing certification, at the time of the bid submission, by an accredited approval body recognized by the Régie du Bâtiment du Québec, and must have been granted the status "avec évaluation spéciale" (under special evaluation) by such body.

Any charging station not certified by November 11, 2011, will be rejected.

#### **Climate chamber tests**

Prospective Bidders must deliver, on request, two charging stations (certified or having been granted the status "under special evaluation") to Hydro-Québec by September 12, 2011, for climate chamber testing.

The tests will take place at IREQ and will serve to verify not only compliance with the climate resistance criteria but also ease of use.

### **2. BIDDER'S ESTABLISHMENT IN QUÉBEC**

A "Bidder's establishment in Québec" is a permanent facility for production (manufacture or assembly) or distribution (with warehouse) located in Québec.

A "Bidder's establishment in a region" is a fixed location, excluding any construction site, where the Bidder has conducted its production (manufacture or assembly) or distribution (with warehouse) operations

continually for at least one (1) year on the date of the opening of bids and from which it has necessarily performed, in that same region, one or more contracts comparable to the Contract which is the object of this Call for Tenders.

Such an establishment shall be clearly identified as being in the name of the Bidder and must be accessible during regular business hours.

### **3. HYDRO-QUÉBEC RULES OF ETHICS**

#### **A. Ineligible persons and companies**

The following are ineligible to provide goods or services to Hydro-Québec:

- Hydro-Québec employees; and
- Legal entities, partnerships or companies in which a Hydro-Québec employee holds a direct or indirect interest, except where such interest can be acquired without restriction by the general public.

Any contract awarded pursuant to such a bid may be terminated and Hydro-Québec shall be entitled to any damages arising as result thereof.

#### **B. Mandatory declaration of any possible conflict of interest**

If there is any person who holds an important position with, or has a significant interest in, the Bidder and who is related by blood or marriage (father, mother, son, daughter, brother, sister, legal or common-law spouse) to a Hydro-Québec employee involved, directly or indirectly, in the procurement or contract administration process with respect to this Call for Tenders, the Bidder shall notify Hydro-Québec thereof. Such a relationship shall not bar the Bidder from doing business with Hydro-Québec. A declaration of the relationship allows for the Contract to be awarded and administered in compliance with Hydro-Québec's rules of ethics.

The Bidder shall make the declaration in a letter enclosed with the Bid, stating the names of the persons in question and their roles with respect to the Bidder or Hydro-Québec.

Failure to make such a declaration at the proper time could result in rejection of the Bid or termination of the Contract, as the case may be.

#### **C. Anti-competitive practices**

The Bidder, by the very fact of submitting its Bid, declares that it has not acted contrary to the federal Competition Act, R.S.C. 1985, c. C-34, in the context of this Call for Tenders, which Act provides, in particular, that the fact of being party to bid-rigging, namely:

- an agreement or arrangement between or among two or more persons whereby one or more of those persons agrees or undertakes not to submit a bid or tender in response to a call or request for bids or tenders; or
- the submission of bids or tenders that are arrived at by agreement or arrangement between bidders,

constitutes an indictable offence.

The bidder consequently declares that there has been no communication, agreement, or arrangement with a competitor in respect of prices or price-setting methods, factors, or formulas, in respect of whether to

submit a bid, or in respect of submitting a bid that does not meet the specifications of the Call for Tenders, in violation of the Act.

Bid-rigging is an illegal commercial practice under the Competition Act, R.S.C. 1985, c. C-34, and constitutes a form of price fixing. Anyone who is a party to bid-rigging is guilty of an indictable offence and is liable on conviction to a fine in the discretion of the court or to imprisonment for a term of up to 14 years, or to both.

#### **D. Warning**

Any offer, gift, payment, remuneration, or benefit made or offered with a view to obtaining this Contract is liable to result in the rejection of the Bid or cancellation of the Contract, as applicable.

#### **4. BID SUBMITTED BY A JOINT VENTURE**

Where two or more natural or legal persons opt to bid as a joint venture, each party to the joint venture must satisfy the eligibility criteria stipulated in the Notice to Prospective Bidders.

Each Bidder may submit only one Bid, either individually or as part of a joint venture. When a Bid is presented by a joint venture, no co-venturer or any subsidiary thereof may submit an individual Bid. Failure to follow this rule will result in the disqualification of the Bid of the joint venture, as well as those of each of its members or their subsidiaries.

The joint venture shall obtain the Tender Document on its own behalf and directly from Hydro-Québec's Acquisition unit. When required, bid securities and performance bonds, as well as proof of insurance, shall be provided and shall expressly name each member of the joint venture.

The co-Bidders are jointly and severally liable to Hydro-Québec.

A certified true copy of the joint venture agreement shall be provided to Hydro-Québec on request.

#### **5. SUBCONTRACTING**

Contract requirements for subcontracting appear in the clauses herein entitled Special Conditions.

A Bidder planning to enlist the services of a subcontractor shall complete the list of subcontractors included in the Bid form. The Bidder shall reproduce additional copies of this document, if necessary.

#### **6. OWNERSHIP OF THE TENDER DOCUMENT**

The Tender Document is the property of Hydro-Québec and may not be used for any purpose other than preparing a Bid.

#### **7. VERIFICATION OF TENDER DOCUMENT**

The Prospective Bidder must ensure that the number of pages in the document received corresponds to the number indicated in the Table of Contents. Where applicable, it must also ensure that the number of drawings received corresponds to the number indicated in the list of drawings.

The Prospective Bidder must notify Hydro-Québec's Unité Acquisition of any discrepancy as soon as possible after receiving the Tender Document.

## 8. ADDENDA

Any amendment to the Tender Document will be issued in the form of an Addendum by Hydro-Québec's Unité Acquisition and is an integral part of the Tender Document. Addenda will be transmitted to all parties who have obtained the Tender Document directly from Hydro-Québec's Unité Acquisition.

## 9. COMMUNICATION DURING THE TENDER PERIOD

If, during the Tender Period, the Prospective Bidder requires clarification or explanation regarding the Tender Document, it must communicate with Hydro-Québec, addressing its request to the person designated in the Notice to Prospective Bidders.

Hydro-Québec assumes no liability for information that a Prospective Bidder obtains from any other source.

**Questions may be forwarded to Hydro-Quebec up until August 19th 2011. No questions will be accepted after that date.**

## 10. BIDDING FORMAT

The Bidder shall prepare the Bid in compliance with all provisions of the Tender Document on the form provided by Hydro-Québec. However, Hydro-Québec reserves the right to disregard any irregularity or minor defect.

The Bidder's name and number of the Call for Tenders shall appear on all other documents that the Bidder transmits to Hydro-Québec along with its Bid. THE BIDDER SHALL PROVIDE ALL INFORMATION REQUESTED IN THE BID FORM.

### **IMPORTANT**

When Hydro-Québec does not indicate a firm quantity on the Bid form, please do not enter a total amount for the Bid on the first page.

## 11. ALTERNATIVES TO THE MAIN PROPOSAL

In addition to the main proposal and accompanying it, any alternative that, in the Bidder's experience, is in Hydro-Québec's best interest will be considered. Any such alternative should include a description of why it is equal or superior to the specifications.

ALTERNATIVES TO THE MAIN PROPOSAL CAN BE OF A TECHNICAL OR ECONOMIC NATURE.

## 12. TECHNICAL INFORMATION TO BE INCLUDED WITH THE BID

Documentation containing the technical data on equipment for the main offer or any alternative shall be included with each copy of the Bid. Such documentation must be either in French or in English and French.

## 13. SIGNING OF BID

If the Bidder is a natural person, he or she shall personally sign the Bid.

If the Bidder is a legal entity, a duly authorized person shall sign the Bid. On request, the Bidder shall provide Hydro-Québec with proof that the signatory of its Bid is duly authorized.

If the Bidder is a partnership or a joint venture, the Bid shall be signed by each of the partners or by a duly authorized person designated by the partnership or joint venture. The power of attorney for each signatory shall be enclosed with the Bid.

#### **14. SUBMISSION OF BID**

##### **SUBMISSION IN TWO ENVELOPES**

The Bidder shall submit the original and a copy (or copies) of the Bid in two (2) envelopes identified as follows:

- " Name of Bidder;
- " Call for Tenders number 13824344
- " The title "Supply of Electric Vehicle Charging Stations and Related Services" and
- " The type of content in the envelope ("A: Technical and Commercial" or "B: Financial")

Both envelopes must reach Hydro-Québec at the same time.

On the bid closing date, only the envelope identified as "A. Technical and Commercial" will be opened and distributed for preliminary analysis.

The envelope "B. Financial" will be opened only when the analysis of Envelope A has been completed.

##### **14.1 CONTENTS OF COMMERCIAL AND TECHNICAL ENVELOPE**

The "Commercial and Technical" envelope shall contain the original and five (5) photocopies of the documents requested in the Bid Form, namely:

- " Signature pages of the **French document** (27, 28, 29 of 43 )
- " Schedule 2 Sections 1 to 13 (page 1-27)

This envelope shall also contain all other documents and information requested in the Bid Form, except the Price Schedule.

##### **14.2 CONTENTS OF FINANCIAL ENVELOPE**

The "Financial" envelope shall contain the original and (3) copies of the documents requested in the Bid Form, namely:

- " Signature page of the **French document** (25,26 of 43 )
- " Schedule 3 (1 page)

#### **15. REJECTION OF BIDS**

Hydro-Québec reserves the right to reject any or all bids received.

Specifically, Hydro-Québec may reject any bid that it considers incomplete, non-conforming or not balanced. Hydro-Québec will reject any bid that is in violation of the law.

## **16. ACCEPTANCE OR REJECTION OF BIDS AT OPENING OF BIDS**

### **NOTE: LATE BIDS WILL BE AUTOMATICALLY REJECTED.**

#### **A. Deficiencies resulting in rejection of a bid at opening of bids**

##### **A.1 Ineligibility to bid**

- The Bidder did not obtain the Tender Document directly from Hydro-Québec's Direction - Acquisition or from its Web site, as the case may be, except in the cases described in paragraph B.1 of this clause;
- The Bidder failed to attend a mandatory information session or site visit.

##### **A.2 Bid Form**

- The Bid is unsigned and is not accompanied by a letter referring to the subject or number of the Call for Tenders or is not accompanied by a bid security in due form.

##### **A.3 Bid Security (when required in the Notice to Prospective Bidders)**

- No Bid Security is included with the Bid;
- The cheque is not certified or the bank draft is not drawn on a Canadian financial institution or credit union or the Caisse centrale Desjardins;
- The certified cheque is not payable to Hydro-Québec;
- The irrevocable letter of credit is not signed;
- The guarantor's signature and seal do not appear on the surety bond.

#### **B. Deficiencies resulting in conditional acceptance of the Bid**

The following deficiencies will result in conditional acceptance of the Bid, with a grace period of forty-eight (48) hours for making the necessary corrections or verifications.

As soon as possible after the opening of bids, a Bid Office representative will notify the Bidder of the deficiency or deficiencies in question and indicate to the Bidder the place, date and time, for the corrections.

##### **B.1. Bid Form**

- The Bidder did not obtain the Tender Document directly from Hydro-Québec's
  - The Bidder did not obtain the Tender Document directly from Hydro-Québec's Direction - Acquisition or from its designated Web site, but it is shown clearly, to Hydro-Québec's satisfaction, that

i) the name appearing in the Bid is a translation of the name of a Prospective Bidder who obtained the Tender Document in accordance with the requirements stipulated herein ;



ii) the Bidder is a subsidiary or the parent company of the Prospective Bidder and obtained the Tender Document in accordance with the requirements stipulated herein;

- The Bid is unsigned, but is accompanied by a signed covering letter referring to the subject or number of the Call for Tenders, or by a bid security in due form.

**B.2 Bid Security (when required in the Notice to Prospective Bidders))**

- The amount of the security is insufficient;

- The certified cheque or the bank draft is not drawn on a credit union, the Caisse centrale Desjardins, a Canadian chartered bank (Bank Act, Schedule I or II) or one of the trust companies acceptable to Hydro-Québec;

- The irrevocable letter of credit is not issued by a credit union, the Caisse centrale Desjardins, a Canadian chartered bank (Bank Act, Schedule I or II) or one of the trust companies acceptable to Hydro-Québec;

- The letter of credit is not valid for the period indicated in the Tender Document;

- The guarantor is not a guarantor acceptable to Hydro-Québec;

- The Bidder did not use the form acceptable to Hydro-Québec for the surety bond or irrevocable letter of credit;

- The surety bond or irrevocable letter of credit is incomplete or was modified;

- The surety bond or irrevocable letter of credit is for a company other than the Bidder;

- The guarantor's seal is affixed to the surety bond form, but the signature of the guarantor or Bidder is missing.

**17. CANCELLATION OF CALL FOR TENDERS**

Hydro-Québec reserves the right to cancel the present Call for Tenders and to award no contract. In that case, it will reimburse the price of the Tender Document upon request. However, Hydro-Québec will not make any reimbursement where the price of the Tender Document is less than \$75.

**18. CONTRACT DOCUMENTS**

Within ten (10) days of confirmation of the Contract adjudication, the Supplier shall send to the project manager, on the forms accepted by Hydro-Québec, the performance bond and the proof of insurance, where required.

Hydro-Québec will not pay the Supplier any deposit on the Contract price before it has the contract documents in its possession.

**19. NATURE OF PRICES**

All prices shall be quoted in Canadian dollars.

Except for G.S.T. and Q.S.T., prices must include all duties, including in particular the customs duties, taxes and levies that could be applied under any law whatsoever.

Prices shall include all cost and profit components, whatever they may be.

Except where otherwise stated in the Tender Document, no revision, adjustment or indexation shall apply to prices quoted, which shall constitute the Successful Bidder's sole remuneration for performing the Contract.

## **20. VALIDITY OF BID**

The Bid shall remain valid for a period of one hundred twenty (120) days from the bid submission date.

## **21. APPLICATION OF THE CHARTER OF THE FRENCH LANGUAGE**

Except in certain specific cases, Hydro-Québec will not award any contract to a Bidder governed by the Charter of the French Language (i.e., an enterprise that employs 50 persons or more for a period of six months) who fails to meet the requirements under the Charter, namely to hold one of the following three documents issued by the Office de la langue française:

- Certificate of registration going back at least 30 months;
- Valid attestation of implementation of a francization program;
- Valid francization certificate.

## **22. ATTRIBUTION**

In awarding the Contract, Hydro-Québec will ensure the conformity of the Bid to the stipulated requirements and will consider the Bidder's competence, experience and demonstrated ability to meet the Contract requirements.

Hydro-Québec will also assess the quality and relevance of the technical and commercial aspect of the Bid (warranties, services, delivery time, electronic payment system, options available, compliance with commercial clauses, etc.) as well as the prices quoted for goods and services.

A weighted grid will be developed for evaluation of these criteria.

Hydro-Québec reserves the right to award the Contract to the Bidder whose Bid presents the most benefit to the company overall.

The Contract will be awarded in its entirety; that is, it will not be divided among Bidders.

## **23. QUANTITIES**

Any quantities appearing in the Bid Form are provided solely for purposes of information, and Hydro-Québec does not commit in any way to order a minimum quantity.

Where Hydro-Québec does not indicate quantities in the Bid Form, the Bidder shall establish unit prices by taking into account the expressed requirements and shall tender according to the unit of measure indicated for each item.

The Supplier may not claim any loss of profits, damages or right to extend its contract on the basis that Hydro-Québec has failed to make a minimum purchase.

**24. QUÉBEC CONTENT**

a) Hydro-Québec policy relative to Québec content

In accordance with its policy "Our Acquisition of Goods and Services", Hydro-Québec will take into account the Québec content by reducing, for evaluation purposes, the prices quoted in proportion to the Québec content that it has established, by up to TEN PERCENT (10%).

Québec content will be granted to a Bidder only when the product undergoes processing in Quebec.

b) Summary statement of Québec content

For that purpose, the Bidder shall complete the "Summary Statement of Québec Content" included in the Bid form. The "Summary Statement of Québec Content" shall include all information needed to identify and validate Québec content.

**LIST OF CONTRACT DOCUMENTS ACCEPTABLE TO HYDRO-QUÉBEC**

The following Contract documents are available in French from the Hydro-Québec Web site at the following URL:

[www.hydroquebec.com/soumissionnez/](http://www.hydroquebec.com/soumissionnez/)

Forms

- Bid bond and agreement
- Performance bond
- Irrevocable letter of credit
- Certificate of insurance  
(This document is not required when the insurance is purchased by Hydro-Québec)

List (reference documents)

- Insurance and trust companies acceptable to Hydro-Québec for guarantee purposes

A copy of the above documents can also be obtained on request from the sales office located at the following address:

Hydro-Québec, Direction - Acquisition  
800, boul. De Maisonneuve Est  
2e étage, bureau 2007  
Montréal (Québec) H2L 4M8  
Canada

Telephone:

From the Montréal area: 514 840-4903  
From elsewhere: 1 800-324-1759

**GENERAL CONDITIONS**  
(April 1st, 2009 version)

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## 1. DEFINITIONS

Unless the context indicates otherwise, the terms in this Contract are defined as follows:

### A. Addenda

A written document intended to change the call for tenders.

### B. Amendment

A written document, signed by Hydro-Québec and the Supplier, which modifies the Contract.

### C. Notice of award

A written document issued by Hydro-Québec to inform the Supplier that it has been awarded the Contract.

### D. Goods

The goods that the Supplier must supply under the terms of the contract.

### E. Job site, stores and shop

The sites under the authority of Hydro-Québec where the goods are delivered or used.

### F. Contract

The contract entered into between Hydro-Québec and the Supplier for the purpose of supplying goods or services, on request only, during a determined period.

The Contract is composed of the following documents :

- Tender document and addenda ;
- Supplier's bid accepted by Hydro-Québec ;
- Notice of award ;
- Amendments ;
- Contract order.

### G. Supplier

The party to whom the Contract is awarded and who is obliged to perform it.

### H. Materials

Anything that is incorporated into the goods to be supplied or is consumed to perform the Contract.

### I. Contract price

The total of the lump sums, unit prices, discounts, increases and any other remuneration stipulated in the Contract and subject to adjustments that may be

made in accordance with the provisions of the Contract.

**J. Services**

All of the activities that the Supplier must perform pursuant to the contract.

**K. Tender**

A Supplier's bid or proposal.

**L. Sub-contractor**

Any party the Supplier hires to perform work, supply or manufacture materials or equipment, or provide any other service, including professional services.

**2. GENERAL PROVISIONS**

**A. Interpretation of the contract**

All of the contract documents shall be read together, and anything appearing in any of these documents shall form an integral part of the Contract.

In the event of ambiguity or contradiction between the various contract documents, they shall take precedence over each other as follows :

- Notice of award, if it modifies the bid or the call for tender document ;
- Bid accepted by Hydro-Québec ;
- Information and Instructions for Prospective Bidders ;
- Special Conditions ;
- General Conditions ;
- Special Technical Conditions or Technical Specifications ;
- Special Drawings ;
- General or Standard Technical Conditions ;
- Standard Drawings ;

Large-scale drawings prevail over smaller scale drawings.

**B. Assignment of contract or claims**

**B.1 Assignment of contract**

The Supplier may not assign the Contract without the prior written consent of the Hydro-Québec representative. All costs incurred by Hydro-Québec for assignment of the Contract shall be billed to the Supplier.

**B.2 Assignment of claims**

The Supplier may not assign any claim arising from the performance of the Contract without the prior written consent of Hydro-Québec. Hydro-Québec reserves the right, at any time, even when authorization has been given or notice of such an assignment has been served, to effect compensation between any debt owed to Hydro-Québec by the Supplier and any amount that Hydro-Québec may owe the Supplier.

### **C. Standards**

When the Contract refers to standards, it is referring to the standards in force on the tender opening date. In the event of ambiguity or contradiction between the Contract and such standards, the document with the more stringent requirements shall take precedence.

### **D. Advertising and requests for information**

The Contract and all other information supplied to the Supplier regarding the Contract shall remain the property of Hydro-Québec and may not be used for purposes other than performing the Contract.

Any advertising planned by the Supplier in relation to the Contract shall be submitted to the Hydro-Québec representative for approval. This stipulation shall apply to all types of advertising, such as signs and billboards and to all print and electronic media.

Any request for information concerning the Contract, from any print or electronic medium or any other person shall be forwarded to the Hydro-Québec representative.

### **E. Contract jurisdiction**

The parties agree that this Contract is governed by the laws applicable in Québec, and that any dispute arising from the performance of the Contract shall be subject to the sole jurisdiction of the Quebec courts.

### **F. Representatives of the parties and communications**

Each party shall designate a representative authorized to act on its behalf. Each party shall inform the other in writing of the name of its respective representative and, if applicable, of his or her replacement.

The representative of each party shall have the authority and powers necessary to ensure the performance of the Contract, and to deal with and settle all matters relating to the Contract.

All communication between Hydro-Québec and the Supplier regarding the Contract shall be in writing and addressed to the representative of the other party.

### **G. Confidentiality of the information**

The Supplier undertakes to put in place all measures and provisions required in order to ensure the confidentiality of all information conveyed within the framework of the contract and to respect the confidential nature of the information made available to it within the framework of the contract. Access to this information must be limited to those who need to know it for implementing the contract.

### **H. Language of work and communication**

French is the language of work. All written and verbal communication relating to the Contract shall be in French. All documents or drawings the Supplier provides to



Hydro-Québec shall be drafted in French.

**I. Time period**

Unless otherwise specified in the Contract, all time periods are calculated from the day the Supplier receives the notice of award.

In calculating any time period prescribed by the Contract :

- the day from which the time period runs shall not be counted, but the day corresponding to the deadline shall be counted ;
- Saturdays, Sundays and legal holidays shall be counted, but when the last day falls on a Saturday, Sunday or legal holiday, the time period shall be extended to the next business day.

**J. Notice of default**

When the Contract specifies a deadline for fulfilling an obligation, the mere passage of time shall put the parties on notice of default.

**K. Price and terms of payment**

Unless otherwise stipulated in the Special Conditions, the prices are fixed for the term of the contract. Invoices are paid by Hydro-Québec within thirty (30) days after the date of their receipt or the date of receipt of goods, whichever is later.

**3. SCOPE OF THE CONTRACT**

In the context of this Contract, the Supplier shall carry out all of the activities required to insure the delivery and, if necessary, commissioning of the goods that form the subject of the contract, with the exception of anything that is expressly excluded by the *Special Conditions*.

**4. AUTHENTICITY, QUALITY AND IMPLEMENTATION OF PRODUCTS**

Within the framework of this contract, the Supplier expressly undertakes to use and to supply new goods or materials of the best quality. Goods and materials shall be identifiable by the trademark under which they are sold, and manufactured in accordance with all copyright laws, patents, trademarks, industrial designs and other applicable standards and regulations. They shall also bear certification marks attesting to their safety rating when used.

The Supplier shall, at the request of Hydro-Québec, provide supporting documents to establish that the goods or materials used or supplied under the Contract are of duly certified origin and comply with the provisions of this Contract.

**5. LAWS AND REGULATIONS**

**A. Laws, regulations and permits**

The Supplier shall comply with all federal, provincial and municipal laws, by laws, regulations and decrees applicable to the Contract.

The Supplier shall obtain, at its own expense, all permits, certificates, licenses and authorizations and pay all fees required by law to be paid in order to perform the Contract.

**B. Rights regarding use of the goods**

The Supplier undertakes to obtain and assign to Hydro-Québec all rights required for the use of the goods for the purpose for which they are intended and, if applicable, for the maintenance, repair or reconditioning of the goods.

Such rights include copyright and rights established by laws relating to industrial design, trademarks, patents and integrated circuit topographies.

**C. Securement of facilities and security audit**

If the Supplier must enter Hydro-Québec facilities in connection with the performance of its contractual obligations, it shall comply with, and ensure that its employees, representatives and subcontractors comply with, all Hydro-Québec security instructions of which it has been informed.

Hydro-Québec shall ensure compliance by the Supplier of all obligations stipulated in Hydro-Québec security instructions pertaining to the protection of Hydro-Québec facilities on the site of contractual performance, without notice.

The Supplier shall notify the Hydro-Québec representative without delay of any incident, non-compliance or other situation affecting the security of any facilities occurring in connection with, or in the course of, performing any obligations arising under this contract.

Should the Supplier fail to comply with its obligations regarding the security and protection of facilities, Hydro-Québec reserves the right to apply the measures provided for in the Special Conditions, if required.

Furthermore, after giving written notice to the Supplier, Hydro-Québec may do or cause to be done, at Supplier's expense, whatever is necessary to remedy the Supplier's default. In addition, Hydro-Québec may terminate the contract in accordance with the terms of the paragraph headed TERMINATION OF CONTRACT in the clause entitled DEFAULT AND TERMINATION set forth herein.

Hydro-Québec may at any time require that a security audit be conducted, the whole pursuant to the Special Conditions.

**6. CONTRACT PERFORMANCE**

**A. Inspection, control and monitoring**

The Hydro-Québec representative may, at any time, inspect the goods of the Supplier and verify their quality. To this end, the Hydro-Québec representative shall have access to any area where the goods and materials required for the performance of the contract are made and/or stored.

**B. Operating manuals**

The Supplier undertakes to send to Hydro-Québec upon delivery, all the manuals and data sheets necessary for the operation, maintenance and repair, as necessary, of the goods delivered, at no additional charge

### **C. Amendment to the contract**

Hydro-Québec may, up to final acceptance, make changes to the Contract and require that the Supplier carry out such changes.

The Supplier shall not make any changes before signing an amendment specifying the nature of the change, the method of payment and the deadline for carrying it out. However, if the situation is urgent, or there is a disagreement regarding the terms of the amendment, the Supplier shall immediately carry out all changes requested in writing by the Hydro-Québec representative.

A change shall not result in any extension of a Contract deadline unless so specified by the amendment.

## **7. CONTROLLED PRODUCTS**

Before starting work, the Supplier shall provide the Hydro-Québec representative with a list of the controlled products it will be using to perform the work.

Pursuant to *the Hazardous Products Act*, R.S.C. (1985) and its regulations, the Supplier must respect the following provisions, regardless of his country of residence :

### **A. Labels**

All containers of controlled products delivered must be labeled in French, in accordance with the *Controlled Products Regulations* (WHMIS) issued by the federal government.

Any controlled product that does not have a material safety data sheet consistent with the above regulations or any product that is not labeled as provided for in the federal legislation will be returned to the Supplier.

### **B. Material safety data sheets**

For each controlled product, a material safety data sheet, in French and dated no more than three years earlier, must be sent to Direction - Santé et sécurité, at the following e-mail address: RH\_SIMDUT@hydro.qc.ca. Moreover, a conforming material safety data sheet must accompany the product for each delivery point.

The Supplier shall assume any costs arising from its failure to provide the required information in a timely fashion.

## **8. COMPENSATION**

Hydro-Québec may, at any time, effect compensation between any debt owed to it by the Supplier and any amount Hydro-Québec may owe the Supplier or any security the Supplier may have provided to Hydro-Québec pursuant to the Contract.

## **9. WARRANTY**

The Supplier shall warrant to Hydro-Québec that all the goods it supplied are in good condition and working order and comply with the contract provisions. The warranty shall apply for a period of twelve (12) months from the date of reception of the goods and material at the point of delivery subject to any additional warranties stipulated elsewhere in the Contract. The warranty shall cover both apparent and hidden defects and shall be in addition to any legal warranties.

In the event of breakage or malfunction of the goods during the warranty period, the Supplier shall, without delay, at the request of Hydro-Québec, make any repairs or modifications necessary to restore the goods to a satisfactory operating state as soon as possible or replace the goods by new goods. In these cases, the Supplier shall not be liable for the costs of dismantling, assembly and transporting any item other than the goods that are the subject of the Contract.

Should the Supplier fail to repair, modify or replace the defective goods at the request of the Hydro-Québec representative within the imposed time period, Hydro-Québec shall be entitled, upon providing written notice to that effect, to perform the required work or have it performed by a third party, at the Supplier's expense.

## **10. DEFAULT - TERMINATION**

### **A. Default by the Supplier**

If the Supplier becomes insolvent or does not comply with the provisions of the contract, the Hydro-Québec representative serves notice of default and prescribes the time period within which the Supplier must remedy the default and comply with the contract requirements.

### **B. Termination of the contract**

Hydro-Québec reserves the right to terminate the Contract, in whole or in part, at any time, by means of a written notice. The Contract shall then be considered to have been terminated on the date indicated in the notice of termination.

Should Hydro-Québec terminate the Contract at its sole discretion and without default on the part of the Supplier, or should the Supplier exercise its right to terminate the Contract following the suspension of work, the Supplier shall be entitled to payment, in proportion to the contract price, for actual costs or expenses incurred to perform the Contract, the value of the work performed and any other damage the Supplier may have suffered as at the time of the notice of termination, less any amounts the Supplier owes to Hydro-Québec, and excluding any loss of profit in relation to incomplete work and the value of any supplied goods that can be returned to, and used by, Hydro-Québec.

Should the Supplier be in default under the Contract, Hydro-Québec may terminate the Contract in whole or in part. In such case, the Supplier shall only be entitled to payment, in proportion to the contract price, for the value of the work performed and materials supplied as at the time of the notice of termination, less any amounts the Supplier owes to Hydro-Québec. The Supplier shall remain liable to Hydro-Québec for any loss or damage due to its default.

## **11. RESPONSIBILITY OF THE SUPPLIER**

The Supplier shall be responsible toward Hydro-Québec for the proper performance of the

Contract.

The Supplier shall also be liable for any damage whatsoever resulting from such performance, except for damage with respect to loss of profit or revenues, loss of use of the goods supplied under this Contract or any related equipment, interest or other cost related to borrowed money.

The Supplier undertakes to defend and hold harmless Hydro-Québec and its directors, officers, employees, servants, agents and assigns from and against any third-party claims, demands or lawsuits arising from the Contract and/or performance of the work, to indemnify them and hold them harmless from and in respect of any judgment rendered against them, as to principal, interest, the indemnity provided for in the Civil Code of Québec, costs of experts and any other costs, and, if applicable, to obtain the cancellation of any legal hypothec of any creditor arising in relation to the performance of this Contract.

## **12. DISPUTE RESOLUTION PROCEDURE**

### **A. Obligation to continue work**

The Supplier shall continue to carry out the work diligently despite any dispute with Hydro-Québec. Continuing to perform the work shall not constitute a waiver by the Supplier of its rights under the procedure set out in this section.

### **B. Supplier's duty to notify**

#### **B.1 Short notice**

Should the Supplier disagree with a directive or decision issued by Hydro-Québec, wish to request an extension of the contract deadlines or wish to make a claim, it shall give notice to this effect in writing to the Hydro-Québec representative as soon as possible, but no later than five (5) days after the event giving rise to the disagreement, request or claim, summarizing in said notice the grounds for the disagreement, request or claim. In addition to complying with the provisions of the CONTRACT DOCUMENTS section, the Supplier shall, as of the date of the notice, take all necessary measures to keep separate records of the costs it intends to claim.

#### **B.2 Claim**

As soon as possible following submission of the short notice, but no later than six (6) months after provisional acceptance of the work for contracts with a term of more than one year, and no later than three (3) months after provisional acceptance of the work for all other contracts, the Supplier shall submit a statement of its claim, including the nature, effects on the work schedule and amount of the claim and, if relevant, the methods it used to calculate it, in sufficient detail to enable Hydro-Québec to conduct a thorough review of the claim. The Supplier shall enclose any supporting documents with this detailed statement and submit any other documents required by Hydro-Québec within the time period established by the latter. Hydro-Québec shall not pay any interest if the Supplier fails to diligently submit its claim or follow up on the processing of its claim.

### **C. Hydro-Québec representative's decision**

Upon receipt of the Supplier's detailed statement of claim and all supporting documents, the Hydro-Québec representative shall examine the Supplier's claim and inform the Supplier in writing of his or her decision.

If the Supplier disagrees with this decision, it may submit a request to the designated Hydro-Québec line supervisor to review the decision within thirty (30) days of receiving it, along with the grounds for the request, failing which, the decision of the Hydro-Québec representative shall be final.

#### **D. Confidentiality**

The confidentiality and privileged nature of discussions and document exchanges are crucial to the dispute resolution procedure. All documents exchanged and talks arising from this procedure and, if relevant, all settlements offered, whether accepted or not, shall be subject to the respective rights of the parties, without prejudice or admission of liability.

### **13. CONTRACT DOCUMENTS**

#### **A. Accounting standards**

The Supplier shall record for the cost of the contract separately in accordance with generally accepted accounting principles and procedures.

#### **B. Retention period**

The Supplier shall retain all accounting books, records and documents related to the Contract for three (3) years following final acceptance of the work. The retention period shall be extended for an additional three (3) years at Hydro-Québec's request.

#### **C. Right to conduct audits**

Upon written request, the Supplier shall make all accounting books, records and documents related to the Contract available to Hydro-Québec which Hydro-Québec may request to verify that the Supplier has performed the Contract in accordance with the prescribed requirements. Hydro-Québec may audit and reproduce all documents.

Furthermore, upon written request, the Supplier shall ensure that all subcontractors make all accounting books, records and documents related to the Contract available to Hydro-Québec, which may audit and reproduce all documents.

### **14. ENVIRONMENTAL PROTECTION**

The Supplier shall comply with all laws and regulations governing environmental protection applicable in Québec. The Supplier shall be responsible for preventing any pollution or nuisance that may be caused by the products, services or activities covered by this Contract. To this end, the Supplier shall take all necessary measures to protect the environment and prevent any form of pollution or nuisance, at its own expense. Furthermore, the Supplier shall ensure that members of its personnel have been properly trained to be able to respond to any environmental emergency.

The Supplier shall notify the Hydro-Québec representative without delay of any environmental incident, noncompliance or emergency that may occur during performance of the obligations arising from this Contract.

The Supplier shall also comply with the environmental provisions in the Special Conditions of this Contract.

## **15. FORCE MAJEURE**

Neither party is deemed to have infringed this contract when the non-performance or late performance of an obligation, except the obligation to make the payments required pursuant to this contract, is attributable to an unpredictable and irresistible event including in particular natural disasters, actions (or omissions) by governmental authorities, earthquakes or other social movements, wars, epidemics, civil disorders or mutiny. The occurrence of a case of force Majeure does not result in any obligation to compensate for any damages that may result from it.



RFQ  
Bid number: 13824344

Supplier reference RFQ: 6200061229

**Objective:**

Supply of electric vehicle charging stations and related service

**Vendor** : \_\_\_\_\_

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

**Telephone** : \_\_\_\_\_ **Fax** : \_\_\_\_\_

**E-mail** : \_\_\_\_\_

**Quotation:** \_\_\_ global \_\_\_ partial

**Total amount of quotation** \_\_\_\_\_ \$

All price quoted exclude PST and GST.

In case of errors, unit price will be used.

**Number of changes received:** \_\_\_

<b>Required shipping date:</b> Y / M / D 2011/11/01	<b>Destination:</b> Hydro-Québec Siège Social Aucune livraison le vendredi 5600, rue Pierre-de-Coubertin Montréal QC CA H1N 1P9
<b>Delivery:</b> _____ work days OR _____ weeks	
<b>Term of delivery:</b> FOB Destination, freight prepaid	
<b>Discount</b> ___ % 30 days	

**Statement regarding the absence of bid-rigging in the bid-tendering process**

We the undersigned declare that we have not acted contrary to the federal Competition Act, R.S.C., 1985, c. C-34, either personally or through our employees, representatives or agents, by rigging this bid, in any of the following ways in particular: by concluding an agreement or arrangement with a competitor concerning the price, methods, factors, price-determination formulas, details concerning quality, quantity, specifications, delivery of goods or services or by deciding to present or not present a bid or submitting a bid that does not meet the specifications of the call for proposals. Furthermore, we have not acted contrary to the provisions of the «Anti-competitive practices» clause, either personally or through our employees, representatives or agents.

We have read and understood the RFQ documentation. We have filled all required fields from all pages of this document according to the describe conditions. This document becomes our main offer.

**AUTHORIZED SIGNATURE:**

signature \_\_\_\_\_ Date: \_\_\_\_\_  
name \_\_\_\_\_  
title \_\_\_\_\_



Item	Material Service	Quantity	Purchase Unit	Delivery Date	Cont. Queb.	Net Unit Price	Price x Quantity
Description				Y / M / D		Price	Currency:
00010 852		20	items			_____ \$	_____ \$
Bornes de recharge pour VE							
DO NOT WRITE ON THIS PAGE							

## TECHNICAL PART AND COMMERCIAL

### SUPPLIER

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

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

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

Fax : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prime bid: \_\_\_\_ complete \_\_\_\_ partial

Number of addenda received: \_\_\_\_

Delivery offered after award : \_\_\_\_\_ business days OR \_\_\_\_\_ weeks

We the undersigned, having read all documentation received, have filled in the foregoing blank spaces and those on the following pages in conformity with the conditions indicated, which become the commercial and technical part of our prime bid.

AUTHORIZED SIGNATORY:

Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
D / M / Y

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Note : The signatory must also sign the first page of the bid form.**

---

**SUMMARY DECLARATION OF QUÉBEC CONTENT**  
Breakdown of costs and expenses by origin

	(A) Québec	(B) Outside Québec	(C)
01 - Contract price			\$
02 - Cost of materials	\$	\$	
03 - Direct labor costs	\$	\$	
04 - Design, engineering and drawing costs	\$	\$	
05 - Transportation costs	\$	\$	
06 - Manufacturing costs	\$	\$	
07 - Administration and sales costs and profit	\$	\$	
08 -Other costs (specify)	\$	\$	
<b>TOTAL</b>	\$	\$	\$

$$\frac{\text{total(A)}}{\text{total(C)}} = \frac{\text{percentage of québec content}}{\text{percentage of québec content}} \%$$

$$\frac{\text{total(B)}}{\text{total(C)}} = \frac{\text{percentage of not-Québec content}}{\text{percentage of not-Québec content}} \%$$

**= 100 %**

Name of bidder \_\_\_\_\_

## **DECLARATION OF QUÉBEC CONTENT**

So that Hydro-Québec can evaluate the Québec content of our bid, we have completed the following table in accordance with the clause entitled "QUÉBEC CONTENT" in the section entitled Information and Instructions to Prospective Bidders.

The following table entitled "SUMMARY DECLARATION OF QUÉBEC CONTENT" contains the information pertaining to the breakdown of costs and expenses to be incurred for performance of the Contract according to origin.

## **DEFINITIONS**

### **Québec content**

Québec content is the part of the contract price of a product or service (excluding goods and services tax (GST) and Québec sales tax (QST)), attributed to the total cost of direct materials and direct labor from Québec sources in addition to all other expenses incurred in Québec. Québec content will be granted to a bidder only where the product undergoes processing activities in Québec. "Processing in Québec" means "to make or produce in the territory of Québec using raw materials permanently transformed by mechanical processes". Only expenses directly imputable to a "manufacturing" activity in Québec can be granted Québec content. Such expenses generally include the cost of raw materials, of direct manufacturing labour and general manufacturing costs.

Costs pertaining to administration, sales, marketing, distribution, transportation from the place of manufacture to the final point of delivery and profit entitle the bidder to Québec content provided that those costs are imputable exclusively to manufacturing in Québec. Thus, distribution is not regarded as a processing activity in Québec. It is basically regarded as an exchange activity. Similarly, activities such as changing containers, packing or labeling in response to specific Hydro-Québec requirements, minor jigs and fixtures without welding, etc. are not regarded as processing in Québec. However, a distributor may be granted Québec content only where the products or materials supplied were transformed in Québec.

### **Cost of materials**

Cost of raw materials and parts that are incorporated in the manufacture of a product and that form an integral part of the finished product.

For assessment purposes, the cost of materials from sub-contractors includes all expenses connected with such materials, but only where such materials undergo processing activities in Québec.

### **Cost of labor**

Cost of laborers who work (manually or with a machine) directly on the raw material to convert it into a finished product or into parts for assembly. Direct labor thus includes packing, assembling and installing parts and equipment and commissioning such equipment, if applicable.

### **Design, engineering and drawing costs**

Cost directly associated (e.g., for labor and supply) with the design, engineering and drawings in relation to the supply of goods and services to render them in conformity with Hydro-Québec requirements.

### **Transportation costs**

Costs directly associated with transporting goods or finished products to the point of delivery specified by Hydro-Québec.

**Manufacturing costs**

Costs incurred respecting the manufacture of goods or products as well as the supply of services, which costs are imputable to the manufacture but that cannot be regarded as costs of materials, of direct labor, or as costs pertaining to design, engineering, drawing, transportation, administration or sales.

**Administration and sales expenses**

General office expenses, sales-related costs including commissions and advertising specific to the goods and services.

**SUB-CONTRACTING**

We hereby enclose a list of sub-contractors to whom we intend to award contracts, and on the following pages, we provide a QUALIFICATIONS SUMMARY for each sub-contractor.

**List of sub-contractors**

1. Name: \_\_\_\_\_

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

Subject of the sub-contract: \_\_\_\_\_

Applicable quality assurance standard: \_\_\_\_\_

Estimate of the sub-contract: \_\_\_\_\_

2. Name: \_\_\_\_\_

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

Subject of the sub-contract: \_\_\_\_\_

Applicable quality assurance standard: \_\_\_\_\_

Estimate of the sub-contract: \_\_\_\_\_

3. Name: \_\_\_\_\_

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

Subject of the sub-contract: \_\_\_\_\_

Applicable quality assurance standard: \_\_\_\_\_

Estimate of the sub-contract: \_\_\_\_\_

We agree to inform Hydro-Québec in writing of any change in the above list and to send it a copy of the "QUALIFICATIONS SUMMARY" of each sub-contractor to whom we intend to award a sub-contract.

NOTE: The bidder must reproduce additional copies of this document, if necessary.

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## THE ELECTRIC CIRCUIT

### Supply of Electric Vehicle Charging Stations and Related Services

## SPECIAL CONDITIONS

### 1 DEFINITIONS

For the purposes of this Contract, the following terms have the meanings indicated below:

1.1. "Network Management System Operator" means CAA Québec, in accordance with Clause 13;

1.2. "Partner" means any of the companies designated in Clause 3 responsible for the procurement of goods and services from the Supplier hereunder and owner of the charging stations;

1.3. "Products" or "goods" means goods procured from the Supplier hereunder.

### 2 Subject of Contract

This Contract is for the supply of electric vehicle charging stations to the Partners designated in Clause 3, in response to their orders. The stations will be installed in the greater Montréal and Québec metropolitan areas. They must allow charging for the greatest possible number of users, along with fast and easy payment with no sign-up required, and must meet the technical and operational requirements set forth in the Technical Specifications (Schedule 1). The Contract also provides for the supply of ordered spare parts and ancillary services.

Approximately one hundred and twenty (120) charging stations will be supplied to five (5) Partners. This figure is given for information purposes only and does not in any way constitute a firm commitment. Therefore, the Supplier may not, under any circumstances, allege that it has sustained any loss, or claim any compensation, if this quantity is not reached.

Only a purchase order issued by a Partner in accordance with the procedure in Clause 9 ("Ordering") hereof constitutes a commitment on the part of that Partner.

Compliance by the Supplier with stated delivery times is a fundamental condition of this Contract.

The charging stations must be delivered to the Partners in two stages: the first half in mid-February 2012, and the remainder in mid-April 2012, in accordance with the terms and conditions set forth in Clause 10, "Delivery".

### 3 Background

Starting in 2012, Hydro-Québec and its Partners intend to set up a public network of electric vehicle charging stations, called "the Electric Circuit".

To that end, Hydro-Québec has entered into agreements with major Québec restaurant, supermarket and hardware chains and a public transit agency to encourage the installation of 240-V charging stations on or



near their properties or outlets, in locations accessible to motorists.

The Partners involved in the Electric Circuit are as follows:

- " Les Rôtisseries St-Hubert Ltée
- " METRO Inc.
- " RONA
- " Agence Métropolitaine de transport (AMT)

Hydro-Québec's strategic planning and government affairs unit is also acting as a Partner in this Contract and in the Electric Circuit.

(Hereafter referred to individually as "the Partner" or collectively as "the Partners".)

#### **4 Hydro-Québec's Liability**

##### **4.1 General**

Hydro-Québec has been mandated by the Partners to issue a Request for Proposals for the purpose of selecting a Supplier of electric vehicle charging stations meeting the stated technical requirements and of related goods and services. This mandate includes the negotiation of the applicable contract terms with the selected Supplier.

##### **4.2 Limitation of liability**

Hydro-Québec's liability in connection with this project is limited to managing the Request for Proposals leading to the selection of a Supplier. Once the Contract has been awarded, Hydro-Québec's liability is expressly limited to the orders it has placed in its capacity as Partner.

Hydro-Québec is in no way liable for any breach of contract by a Partner, except as regards the orders that Hydro-Québec has placed in its capacity as Partner. Any lawsuit or claim resulting from the application of any contractual obligation must be addressed exclusively to the Partner who placed the order.

##### **4.3 RFID cards**

Hydro-Québec shall purchase from the Supplier, at Hydro-Québec's expense, five hundred (500) RFID cards meeting the conditions set forth in the "Technical Specifications". The purchase of the aforementioned cards shall be the subject of an order separate from the order for charging stations.

#### **5 Partner's Liability**

##### **5.1 General**

Each Partner agrees to the Contract negotiated by Hydro-Québec with the Supplier, and shall comply with all the terms and conditions set forth therein and with all obligations towards the Supplier. Each Partner assumes full liability arising from the Contract and from the orders it has placed, including as regards payment and the terms and conditions governing orders of goods and services, etc.

The Partners are not jointly and solidarily liable.

##### **5.2 Installation and operation**

The Partners are responsible for the installation and general operation of their respective charging stations and for the expenses related thereto that are not otherwise covered herein.

## **6 Supplier's Liability**

### **6.1 General**

The Supplier understands that its contractual partner is the Partner who has placed each specific order. The Supplier agrees to honour all its contractual obligations toward each Partner, including delivery of goods and services ordered, warranty, etc.

### **6.2 Contract performance**

The Supplier agrees to fill each order placed by a Partner and to deliver the required goods and services within the specified timeframe, in accordance with the "Technical Specifications" and the terms and conditions established at the time of Contract adjudication.

### **6.3 Processing of cash flows**

The Supplier agrees to process all cash flows, i.e., to collect amounts received for vehicle charging and to reimburse the charging station owners for such amounts, in accordance with the terms and conditions established at the time of Contract adjudication.

## **7 Price**

### **7.1 Payment of contract price**

The prices stated in the Contract are firm.

Notwithstanding Clause 4.3 hereof, each Partner is responsible for paying all costs arising under the Contract, for its own orders.

### **7.2 Charging station base price**

The base price includes all costs for the design and manufacture of the units, as well as for any related services (overhead, profits, warehousing, shipping, training and other applicable expenses); excluding GST and QST. The price shall also include exchange rates, customs charges and brokerage fees (in the case of a foreign Supplier).

In addition, the base price shall cover all the following:

" Charging stations in the format(s) specified in the order:

- o Format A - Wall-mounted
- o Format B - Pole-mounted
- o Format C - Pedestal-mounted

" Access control module including network management application (license included) with appropriate and secure hosting

" Cellular communications module

" Electronic payment system

" One (1) year warranty on parts and labor (on-site service)

" Tier 2 and Tier 3 telephone support (1-800 line) during business hours (8:00 am to 5:00 pm ET, Monday to Friday);

" A list of hardware and software requirements for proper functioning of the network management system

### **7.3 Other costs**

The following costs shall be established at the time of Contract adjudication and shall be billed separately from the base price of the charging stations according to the terms and conditions established at the time of the Contract award.

#### **7.3.a Annual operating costs, including licenses**

- " Cellular communications link (cost for 1, 2, 3 or 5 years)
- " All licenses for software (including updates) used to operate the charging stations and payment modules (cost for 1, 2, 3 or 5 years or for perpetual licenses)
- " Tier 2 and Tier 3 telephone support (1-800 line) during business hours (8:00 a.m. to 5:00 p.m. ET, Monday to Friday) (cost for 1, 2, 3 or 5 years)

#### **7.3.b Parts and service**

Services not included in the base price or covered by warranty (average repair time, wait time for spare parts, etc.) are listed in *Schedule 2* and shall be provided at the price established at the time of Contract adjudication.

Spare parts shall be sold at the price established at the time of Contract adjudication. The Supplier agrees to maintain a stock of the necessary spare parts for five (5) years after delivery of the charging stations.

#### **7.3.c Additional functions**

The Supplier shall offer the following additional functions at the price and in accordance with the terms and conditions established at the time of Contract adjudication:

##### **I - Mechanical and electrical**

- " J1772 connector locks into holster
- " Resistance to vandalism,(paint, finish, robustness, etc.)
- " Customization (choice of shape, colors, visibility, advertising, etc.)
- " Extended warranty on parts and labor (2, 3 and 5 years)
- " Tier 2 technical support in French

##### **II - Electronic payment**

- " Remote power-on when authorized by the Network Management System Operator (CAA Québec)
- " Prepaid, non-refillable RFID access cards containing a specific number of uses
- " A contactless credit card payment system on the charging station, with the following features:
  - o The electronic payment system uses contactless credit cards
  - o The Supplier's transaction approval model meets all Canadian electronic payment standards
  - o The Supplier guarantees that its proposed solutions will allow for deposits to any designated merchant account in Canada;
  - o Communication links between charging stations and payment servers are encrypted and secure.
  - o The Supplier guarantees that the communications and electronic payment equipment can withstand the climate conditions as specified in Clause 1.1 of the Technical Specifications for Level 2 charging stations.
  - o Access to charging stations does not require any subscription or membership fee.
- " Plan for transitioning from the RFID card system to a contactless credit card system

### **III- Network management software application**

- " The Supplier's network management software must be compatible with charging stations from other manufacturers.
- " The Supplier's charging station must be compatible with management software from other manufacturers.
- " French-language interface for the Network Management System Operator
- " Customizable display (logo, banners, etc.).
- " The Supplier must provide APIs (Application Programming Interfaces) enabling third-party applications to interpret the data from the servers.

### **IV-Mobile application**

The Supplier shall provide a mobile application with the following features:

- " Available for iPod touch, iPhone, iPad, Android and Blackberry
- " Interface in English and French
- " Charging station locations
- " Charging station availability and identification
- " Geolocation
- " Messages to App users
- " Possibility of adding stations from other manufacturers
- " Customizable interface
- " Price must include
  - o cost of licenses (1, 2, 3 and 5 years)
  - o cost of updates (1, 2, 3 and 5 years)
- " The Supplier must make its databases available to third-party APIs so that other mobile applications can have access, free of charge, to the data stored in the servers used by the management software application.

## **8 Shipping and Transfer of Ownership**

### **8.1 Delivery arrangements**

All deliveries must be made to the address given in the purchase order, F.O.B. Destination, freight prepaid. "F.O.B. Destination" means that the Supplier is the owner of the merchandise up to the point of delivery. Consequently, the Supplier assumes all risk of loss or damage during shipping, up to delivery. "Freight prepaid" means the shipping costs are paid by the Supplier.

### **8.2 Transfer of ownership**

Products and equipment shipped to the Partner under the contract remain the property of the Supplier until they are delivered to the Partner who placed the order, at the address specified and in accordance with the agreed-upon terms and conditions. The Supplier assumes all risk of loss or damage during shipping or delivery to the agreed-upon destination.

## **9 Ordering**

Items are shipped only when ordered and in compliance with the following terms and conditions:

### **9.1 Order date**

Each Partner must place a single order no later than mid-December 2011, specifying the number of charging stations required for each of the two delivery dates indicated in Clause 10.5, "Delivery dates".

## **9.2 Procedure**

The Partner shall send a purchase order to the Supplier in accordance with the method agreed upon at the time of Contract adjudication. The purchase order must state the shipping address, required delivery date, and contact information of the Partner's representative for delivery notification.

The Supplier shall acknowledge receipt of the purchase order and confirm the scheduled delivery date.

## **10 Delivery**

### **10.1 Delivery charges**

Delivery charges shall be paid by the Supplier and shall be factored into the price of the charging stations and spare parts.

### **10.2 Shipping address**

The Supplier must deliver all orders to the location specified by the Partner in accordance with the provisions of Clause 9, "Ordering".

### **10.3 Procedure**

The Supplier must call the Partner's representative, at the telephone number indicated in the order, to confirm the delivery date for each order.

The Partner must accept delivery at the time and location agreed upon by the parties.

### **10.4 Delivery times**

Delivery times shall be agreed upon by the parties at the time of Contract adjudication and must be confirmed for each purchase order.

### **10.5 Delivery dates**

The charging stations shall be delivered in two batches and on two separate dates as follows:

First delivery: The first batch of charging stations shall be delivered no later than mid-February 2012.

Second delivery: The second batch of charging stations shall be delivered no later than mid-April 2012.

### **10.6 Penalty for Late delivery**

If Supplier (including on of his subcontractors) is in default with respect to Delivery dates agreed upon contractually, the Partner shall then be justified in deducting from any sum then or subsequently due, as conventional and liquidated damages, without having to prove such damages, an amount equal to 2% of the product or good's price which is late for each full week between the date agreed upon between parties for delivery and the actual delivery date, up to a maximum of 10% of the product or good's price.

## **11 Invoicing**

### **11.1 Content of invoice**

The Partner's purchase order number shall appear on each invoice.

### **11.2 Taxes**

The Goods and Services Tax (GST) and Québec Sales Tax (QST), at the rate prescribed by law, shall be shown separately on each invoice.

The Supplier's GST and QST registration numbers shall also appear on each invoice.

The Partner may reject any invoice that does not meet these requirements, and return it to the Supplier for correction.

### **11.3 Billing address**

The Partner's billing address shall be shown on each order placed in accordance with Clause 9 hereof.

## **12 Packaging**

### **12.1 Waybill**

A waybill must be affixed to each shipping container in a plasticized envelope.

The waybill shall contain the following information:

- Name of Supplier
- Order number
- Job number
- Product description, with dimensions if applicable
- Quantity
- Name of purchase order originator

If the container contains several packages or boxes, each shall also have a waybill affixed to it.

### **12.2 Packaging standards**

All shipments must be packaged according to industry practice. The packaging must remain in its initial condition up to their final destination and must be able to withstand all transshipments and all types of transport.

## **13 Network Management System Operator, Software Support, Technical Services and Call Centre**

### **13.1 Role of CAA Québec**

CAA Québec will act as Network Management System Operator for the Partners.

### **13.2 Responsibilities of CAA Québec (Tier 1 Telephone Support)**

CAA Québec will field all questions and trouble reports directly from charging station users and owners.

CAA Québec will ensure Tier 1 telephone support to charging station owners and users who need help using the equipment.

If the problem is not resolved at this level, CAA Québec will collect the relevant information and forward it to the Supplier's technical support team for processing and follow-up.

The Supplier will then send a ticket number to CAA Québec, who will in turn forward it to the charging station owner.

CAA Québec's responsibility ends here.

### **13.3 Supplier commitment to Network Management System Operator**

The Supplier is responsible for processing and following up on all technical support requests transmitted by CAA Québec.

The Supplier shall provide CAA Québec with a monthly report of incidents on the entire Electric Circuit charging station network, including causes and solutions.

The Supplier guarantees that CAA Québec shall have access to the status of each charging station at all times through a Web application.

### **14 Outsourcing**

The Supplier agrees to subject any outsourcing contract to the provisions of this Contract and is responsible for compliance with all provisions and commitments herein by any subcontractor employed by the Supplier for the purposes of the Contract. "Subcontractor" means any person whose services the Supplier retains to fulfill its contractual obligations.

### **15 Warranty**

The Supplier shall assume all warranties on the charging stations and on accessories and services provided separately, and shall make the warranty documents available to the Partners.

Without limiting any other clause in the Contract or any other legal warranty, the Supplier must offer the various manufacturer warranties to the Partners.

Any shipping charges incurred under warranty shall be paid by the Supplier.

### **16 Basic Training**

The Supplier shall offer a basic training session to all the Partners and to the Network Management System Operator identified in the Contract. Training lasting approximately half a day, to be delivered in a single session, must cover charging station operation and maintenance and use of the management software.

The training shall be provided at the Supplier's expense.

### **17 Supplier's Designated Representative**

The Supplier shall provide the Partners with the name, telephone numbers and e-mail address of its designated representative.

The Supplier's representative must use French in all communications related hereto. He or she shall be the Supplier's authorized representative in all matters related to administration of the Contract.

Subject to notice to the contrary, all communication between the Supplier and the Partners must be in writing.

### **18 Language Requirements**

The Supplier understands and agrees that the charging stations and services will be deployed in Québec, where French is the language of the majority. To ensure safe and proper operation and maintenance of the charging stations, the Supplier makes the following commitments:

#### **18.1 Supplier service calls**

All service calls made by the Supplier to the charging station sites must be conducted in French and English.

#### **18.2 Documentation**

On delivery of the charging stations, the Supplier must make the following documents available in French to the Partners, at no charge:

- " Technical specifications
- " Installation instructions
- " Maintenance manual
- " User guide for the charging stations and electronic payment system
- " Management software user guide