



---

**This bid solicitation cancels and supersedes previous bid solicitation number W8486-129268/B dated 2012-12-06 with a closing of 2013-01-03 at 14:00.**

## **TABLE OF CONTENTS**

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

1. Introduction
2. Summary
3. Debriefings

### **PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

1. Offer Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Mandatory Certification Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

### **PART 6 - FINANCIAL REQUIREMENTS**

1. Financial Capability

### **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

#### **A. STANDING OFFER**

1. Offer
2. Standard Clauses and Conditions

- 
3. Term of Standing Offer
  4. Authorities
  5. Identified Users
  6. Call-up Instrument
  7. Limitation of Call-ups
  8. Priority of Documents
  9. Certifications
  10. Applicable Laws
  11. Meeting after Issuance of Standing Offer
  12. Progress Meetings

## **B. RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. SACC Manual Clauses
7. Preparation for Delivery
8. Shipping Instructions - Delivery and Destination
9. United States Military Specifications and Standards
10. Fuel Tank Certification

### **Attachments:**

Annex A - Item Description and Pricing

## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:  
  
                      7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  
  
                      7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexe include the Item description and Pricing.

### 2. Summary

This requirement is to establish a National Individual Standing Offer (NISO) for the purchase of Tank, Fuel, Engine for the Light Support Vehicular Wheeled (LSVW) in accordance with Annex A - Item Description and Pricing and in the Design Data List (DDL-8486-129268 dated 2011-10-06).

A copy of the DDL, drawings, and specifications will be automatically forwarded to all suppliers who request the bid solicitation package by the Director Supply Chain Operations, DSCO,

Printing Bureau. If suppliers have not received the documents at least **ten (10)** calendar days prior to bid closing date, suppliers should communicate with the Contracting Authority.

This requirement is for an initial period of one (1) year from the effective date of the Standing Offer, with an option to extend the offer by two (2) additional period of one (1) year.

This 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-Columbia Free Trade Agreement, Canada-Peru Free Trade Agreement and the Agreement on Internal Trade (AIT).

### **3. Debriefings**

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

---

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: hundred and twenty (120) days

### 2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to

---

all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### **4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

---

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors 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 Offer

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



## 1. Pre-Production Sample

1. After Issuance of the Standing Offer, the successful Offeror must, after receipt of a Call-up against the Standing Offer and upon request from Canada, provide one (1) pre-production samples and a copy of the Fuel Tank Certification, to the Technical Authority for acceptance within \_\_\_\_\_ (offerors must insert the number of calendar days) from receipt of tooling.

2. If the first sample(s) are rejected, the successful Offeror will be required to submit the second sample(s) and a copy of the Fuel Tank Certification within \_\_\_\_\_ (offerors must insert the number of days) calendar days of notification of rejection from the Technical Authority.

## Section II: Financial Offer

### 1. Pricing

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Part 7B and Annex A - Item Description and Pricing.

Price must appear in the Annex A - Item Description and Pricing only.

Offerors must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes extra.

### 2. SACC Manual Clauses

#### 2.1 Exchange Rate Fluctuation

1. Unless otherwise specified in the request for standing offer, offers must be in Canadian currency.

2. Offerors may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of offering.

3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Applicable Taxes, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.

4. The foreign value of the foreign currency component of the offer or negotiated price must be provided before contract award. Form PWGSC-TPSGC 9411, Claim for Exchange Rate

Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.

5. All offers are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of offer closing, or such other date as may be specified in the request for standing offer, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Standing offer authority.)

6. Rates proposed by offerors will not be accepted for the purposes of this exchange rate adjustment provision.

7. If there are two (2) identical offers, and provided that the offer selected would still be considered the most advantageous to Canada, preference will be given to the Offeror who assumes all or part of the exchange rate adjustment risk over a offeror who does not assume any of this risk. Furthermore, preference will be given to the Offeror who assumes all of the exchange rate adjustment risk over a offeror who assumes only part of this risk.

8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

### Section III: Certifications and Additional information

#### 1. Certification

Offerors must submit the certifications required under Part 5.

#### 2. Additional Information

Canada requests that Offerors submit the following information:

##### 2.1 Delivery

While delivery is requested within **sixty (60) calendar days** after receipt of a call-up against a Standing Offer, the best delivery that could be offered is as follows:

Item 001 within \_\_\_\_\_ **calendar days** from the receipt of a call-up against a Standing Offer.

Item 002 within \_\_\_\_\_ **calendar days** from the receipt of a call-up against a Standing Offer.

Solicitation No. - N° de l'invitation

W8486-129268/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs634

Client Ref. No. - N° de réf. du client

W8486-129268

File No. - N° du dossier

hs634W8486-129268

CCC No./N° CCC - FMS No/ N° VME

---

## 2.2 Offerors Representatives

Canada requests that Offerors provide information for the contact person responsible for:

### General enquiries

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

### Delivery follow-up

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

---

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

### **1.1 Financial Evaluation**

#### **1.1.1 Mandatory Financial Evaluation Criteria**

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

Offerors must submit an offer for all items.

### **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated aggregate price for all items and all years, including the extended period, will be recommended for issuance of a standing offer.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies as per section 01 of Standard Instructions 2006, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

### 2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

#### 2.1 Federal Contractors Program - Certification - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers

may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

Solicitation No. - N° de l'invitation

W8486-129268/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs634

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8486-129268

hs634W8486-129268

---

## **PART 6 -FINANCIAL REQUIREMENTS**

### **1. Financial Capability**

SACC Manual clause M9033T (2011-05-16) Financial Capability

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A - Item Description and Pricing and with the Design Data List (DDL-8486-129268 dated 2011-10-06).

#### **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

##### **2.1 General Conditions**

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **2.2 Standing Offers Reporting**

The Offeror must compile and maintain records, on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted electronically on a quarterly basis to the Standing Offer Authority and the Procurement Authority.

The Quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The reporting requirements includes, but is not limited to, the following information:

- a. Standing Offer Number;
- b. Standing Offer Title and Description;



- c. Reporting Period (Quarter and Per Fiscal Year);
- d. Total Number of Orders and associated value (Applicable Taxes included) for the Reporting Period (Quarter);
- e. Total Number of Orders and associated value (Applicable Taxes included) (Per Fiscal Year);
- f. Total Number of Orders and associated value (Applicable Taxes included) (For the duration of the Standing Offer)

The data must be submitted to the Standing Offer Authority no later than **fifteen (15) calendar days** after the end of the reporting period.

### 2.3 Standing Offers - Final Report

On completion or termination of the National Individual Standing Offer (NISO), the offeror must produce a detailed final report with all cumulative data of the call-ups.

The final report must be completed and forwarded electronically to the Standing Offer Authority, no later than **thirty (30) calendar days** after the end of the completion or the set-aside of the Standing Offer.

## 3. Term of Standing Offer

### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the effective date of the Standing Offer to **To be inserted by PWGSC.**

### 3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional period of one (1) year, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority sixty (60) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 4. Authorities

### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Benoit Paquin

Supply officer

Public Works and Government Services Canada

Acquisitions Branch

---

Logistics, Electrical, Fuel and Transportation Directorate

"HS" Division

Place du Portage, Phase III, 7B1

11 Laurier Street

Gatineau, QC K1A 0S5

Telephone : 819-956-3966

Facsimile: 819-956-5227

E-mail address: benoit.paquin@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### **4.2 Procurement Authority**

The Procurement Authority is:

**To be inserted by PWGSC**

National Defence Headquarters

Mgen George R. Pearkes Building

101 Colonel By Drive

Ottawa ON K1A 0K2

Attention: DLP

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

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer.

#### **4.3 Technical Authority**

The Technical Authority for the Standing Offer is:

**To be inserted by PWGSC**

National Defence Headquarters

Mgen George R. Pearkes Building

101 Colonel By Drive

Ottawa, ON K1A 0K2

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

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### 4.4 Offeror's Representative

##### General enquiries

Name: to be inserted by PWGSC

Telephone No. : \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

##### Delivery follow-up

Name: to be inserted by PWGSC

Telephone No. : \_\_\_\_\_

Facsimile No. : \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : DLP 4-3 or its delegated representative.

#### 6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

#### 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$40,000.00** (Applicable Taxes included). All individual call-ups against the Standing Offer exceeding **\$40,000.00** (Applicable Taxes included) will be forwarded to PWGSC for authorization.

#### 8. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the Annex A - Item description and Pricing;
- d) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services

- e) the general conditions 2010A (2013-04-25); General Conditions - Medium Complexity - Goods;
- f) the Offeror's offer dated **(to be inserted by PWGSC)**, " or ", as amended **(to be inserted by PWGSC)**.

## 9. Certifications

### 9.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 10. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

## 11. Meeting after Issuance of Standing Offer

Within ten (10) calendar days from the effective date of the Standing Offer, the Offeror must contact the Standing Offer Authority to determine if a meeting is required. A meeting will be convened at Canada's discretion to review the procedures for making call-ups, the technical and contractual requirements. The Offeror must prepare and distribute the minutes of the meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence, Public Works and Government Services Canada and other federal government departments as required.

## 12. Progress Meetings

Progress meetings will take place on an as-and-when required basis. The Offeror must prepare and distribute the agenda and minutes of the meeting. The meeting will be held at the Offeror's facilities, at a federal government department facility or via teleconference, at Canada's discretion, at no additional cost to Canada, with representatives of the Offeror, the Department of National Defence, Public Works and Government Services Canada and other federal government departments as required.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

#### 1.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function, quality and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

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

#### 1.2 Pre-Production Sample

1. After receipt of a Call-up, the contractor must, upon request from Canada, provide one (1) pre-production samples and a copy of the Fuel Tank Certification, to the Technical Authority for acceptance within **(to be inserted by PWGSC)** calendar days from receipt of tooling.
2. If the first sample(s) are rejected, the contractor will be required to submit the second sample(s) and a copy of the Fuel Tank Certification within **(to be inserted by PWGSC)** calendar days of notification of rejection from the Technical Authority.
3. The Contractor must carry out all required inspections and tests on the pre-production sample to verify conformance to the requirements specified in the contract.
4. The Contractor must provide the sample(s) and a copy of the inspection and test report(s), when requested, to the Technical Authority, transportation charges prepaid, and without charge to Canada. The sample(s) submitted by the contractor will remain the property of Canada.
5. The Standing Offer Authority will notify the Contractor, in writing, of the conditional acceptance, acceptance, or rejection of the pre-production sample(s). The notice of conditional acceptance or acceptance does not relieve the Contractor from complying with all contractual requirements.

6. The Contractor must not commence the production and must not make any deliveries until the Contractor has received notification from the Standing Offer Authority that the sample(s) is(are) acceptable. Any production before sample acceptance will be at the sole risk of the Contractor.

7. Rejection by the Technical Authority of the second sample(s) submitted by the Contractor for failing to meet the contract requirements, will be grounds for termination of the Contract for default and set-aside the Standing Offer.

## **2. Standard Clauses and Conditions**

### **2.1 General Conditions**

2010A (2013-04-25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Delete Section 20 - Government Property in its entirety and replace with the following:

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

Upon request from Canada the Contractor must return all Government Property in its possession or subject to its control.

## **3. Term of Contract**

### **3.1 Delivery Date**

The Contractor must make the delivery as follow.

Item 001 within **To be inserted by PWGSC calendar days** from the receipt of a call-up against a Standing Offer.

Item 002 within **To be inserted by PWGSC calendar days** from the receipt of a call-up against a Standing Offer.

## **4. Payment**

### **4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where

applicable and, Applicable Taxes extra, in accordance with Annex A - Item Description and Pricing.

#### 4.2 Limitation of Price

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.

#### 4.3 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
H1001C	Multiple Payments	2008-05-12

#### 5. Invoicing Instructions

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 on the invoice is completed.

2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.

3. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.

(b) One (1) copy must be forwarded or e-mail to the Procurement Authority identified under the section entitled "Authorities" of the Contract.

#### 6. SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	16/07/12
B7500C	Excess Goods	16/06/06
C2800C	Priority Rating	28/01/13
C2801C	Priority Rating - Canadian-based Contractors	16/05/11
D2025C	Wood Packaging Materials	12/12/08
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	16/08/10
D6010C	Palletization	30/11/07
D9002C	Incomplete Assemblies	30/11/07
G1005C	Insurance	12/05/08

## **7. Preparation for Delivery**

The Contractor must prepare the item for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package the item in quantities of two (2) per package.

## **8. Shipping Instructions - Delivery and Destination**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) 7 CF Supply Depot Lancaster Park  
Edmonton, Alberta  
Telephone: 780-973-4011, ext. 4524
- (b) 25 CF Supply Depot Montreal  
Montreal, Québec.  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282

## **9. United States Military Specifications and Standards**

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defence Website, at the following address: <http://dodssp.daps.dla.mil/>.

## **10. Fuel Tank Certification**

The Fuel Tank must be certified in accordance with SAE International J703 Standards (Rev. NOV2006) Fuel Systems - Truck and Truck Tractor documentation. The certification must be performed by a qualified Technical Standards and Safety Authority (TSSA) third party.

Upon request from Canada, the contractor must provide a copy of the Fuel Tank Certification at no additional cost to Canada.



## ANNEX "A"

### ITEM DESCRIPTION AND PRICING

#### 1.1 Definition

Initial period of year 1 is from the effective date of the Standing Offer to **To be inserted by PWGSC.**

The extended period of year 1 is from **To be inserted by PWGSC** to **To be inserted by PWGSC.**

The extended period of year 2 is from **To be inserted by PWGSC** to **To be inserted by PWGSC.**

#### 1.2 Description of Item 001 and Item 002

GSIN:N2910, NSN:2910200005617, TANK, FUEL, ENGINE

Part No.: 0375661, NSCM/CAGE: 35907

End item identification: Light Support Vehicular Wheeled (LSVW)

##### 1.2.2 Pricing of Item 001 (Delivery to 7 CF Supply Depot Lancaster Park, Edmonton)

Initial period year 1	\$ /each (minimum order 100 EA)
Extended period year 1	\$ /each (minimum order 100 EA)
Extended period year 2	\$ /each (minimum order 100 EA)

##### 1.2.3 Pricing of Item 002 (Delivery to 25 CF Supply Depot Montreal)

Initial period year 1	\$ /each (minimum order 100 EA)
Extended period year 1	\$ /each (minimum order 100 EA)
Extended period year 2	\$ /each (minimum order 100 EA)