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PART 1 - GENERAL INFORMATION

1.1 Summary

1.1.1 Requirement-Bid

The Department of National Defence has a requirement to have engineering, design, testing and certification of 145 Lights Tow Bars for the HLVW Fleet as per the statement of work (SOW) attach has Annex A. Delivery Quantity five (5) Pre-Production Samples to Ottawa, (84) to Montreal depots and (56) to Edmonton depots.

1.1.2 Security Requirement

There are no security requirements associated with this requirement.

1.1.3 Trade Agreements

The requirement is subject to the provisions of North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), and the Canada-Korea Free Trade Agreement (CKFTA). And the Canadian Free Trade Agreement (CFTA).

1.2 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2017-04-27) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.

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

Delete: Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation;

Insert: Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date of the bid solicitation.

Subsection 20.2 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-420-7200. For bid solicitations issued out of PWGSC regional offices, enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

2.2 Submission of Bids

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all

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

2.5 **Applicable Laws**

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

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

2.6 **Improvement of Requirement during Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 **Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copies)

Section II: Financial Bid (1 hard copies)

Section III: Certifications (1 hard copies)

Section IV: Additional Information (1 hard copies)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

-
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.1.1 Pre-Production Samples

After contract award the successful Bidder will be required to provide five (5) pre-production sample for a recovery light bar assembly to the contracting authority for acceptance within fifteen (15) calendar days from the effective date of contract.

Section II: Financial Bid

3.1.2 Bidders must submit their financial bid in accordance with the Annex "B" Pricing. Prices should appear only in Annex B. The total amount of Applicable Taxes must be shown separately.

3.1.3 Pricing

Bidders must submit their financial bid as follows:

Bids must be submitted in Canadian dollars.

Bidders must submit firm prices, Delivered Duty Paid (DDP) at the destination of the goods noted in Annex B, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

3.1.4 Electronic Payment of Invoices – Bid

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

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.5 SACC Manual Clauses

3.1.5.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

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

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.6 Best Delivery Date – Bid

While delivery is requested by *March 31, 2018*, Bidders should indicate the best delivery that could be offered under the "Pricing" in Annex B.

3.1.7 Bidder's Representatives

Canada requests that Bidders 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

4.1 Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria "Annex C" to be declared responsive.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at (Montreal, Quebec and Edmonton, Alberta) Incoterms 2010, Canadian customs duties and excise taxes included, where applicable and Applicable Taxes extra.

4.1.2.2 Aggregate Price Determination

The aggregate price of the bid will be determined in accordance with the pricing tables provided in Annex B - Pricing.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Precedent to Contract Award and Additional Information

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

5.1.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Requirement

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.2 Security Requirements

There is no security requirement applicable to this Contract.

6.3 Pre-Production Sample

After contract award, the Contractor must provide five (5) pre-production sample for **to be inserted by DND** to the Contracting Authority within **to be inserted by DND** calendar days from the effective date of the contract.

The Contractor shall carry out all required inspections and tests on the pre-production sample to verify conformance to the requirements specified in the contract.

The Contractor must provide the sample(s) and a copy of the inspection and test report(s), when requested, to the Contracting Authority, transportation charges prepaid, and without charge to Canada. The sample(s) submitted by the Contractor will remain the property of Canada.

The Contracting 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 shall not relieve the Contractor from complying with all contractual requirements.

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

Where the Contracting Authority rejects the pre-production sample(s) submitted by the Contractor because it is unable to meet the contractual requirements, Canada shall terminate the contract for Default in accordance with the general conditions stated in the Contract.

The pre-production sample(s) may not be required if the Contractor is currently in production. The Contractor must submit a written request for waiver of the pre-production sample(s) to the Contracting Authority. The waiving of this requirement will be at the discretion of the Contracting Authority.

6.4 Standard Clauses and Conditions

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

6.4.1 General Conditions

2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

Add in 2030 (2016-04-04) Higher Complexity - Goods, the following subsections at the end of all subsections:

2030 46 (2008-05-12) Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.

The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

2030 47 (2012-07-16) Access to information

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

6.5 Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive.

6.5.2 Delivery Date

All the deliverables must be received on or before 31 March 2018.

6.5.3 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract:

1. Incoterms 2010 "DDP Delivered Duty Paid".
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, Alta
Telephone: 780-973-4011, ext. 4524
 - b. 25 CF Supply Depot Montreal
Montreal, Qué.

Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282 E-mail: 25DAFCTrafficRDV@forces.gc.ca

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Evelyne Bisson
Title: Senior Materiel Acquisition and Support Officer
Directorate: DLP 4-3-1
National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Telephone: (819) 939-9430
E-mail: evelyne.bisson@forces.gc.ca

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

6.6.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

Telephone: ____-____-_____
E-mail address: _____

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

6.6.3 Contractor's Representative

General Enquiries

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

Delivery Follow-up

6.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.8 Payment

6.8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price *as specified in Annex B" for a cost of \$ _____ insert the amount at contract award*). Customs duties are *included* and Applicable Taxes are extra.

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

6.8.2 SACC Manual Clauses

SACC Reference	Title	Date
H1001C	Multiple Payments	(2008-05-12)

6.8.3 Electronic Payment of Invoices – Contract

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

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

6.9 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 in 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-mailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.10 Certifications

6.10.1 Compliance

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

6.11 Applicable Laws

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

6.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2030 General Conditions – High Complexity Goods (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Pricing;
- (e) Annex C, Mandatory Criteria
- (f) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

6.13 SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2014-11-27
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2014-06-26
D5511C	Test Validation	2010-01-11
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

6.14 Packaging Requirement

The Contractor must prepare all items 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 item in quantities of one (1) by package.

Solicitation No. - N° de l'invitation
W8486-184415/A/SV

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
DLP 4-3-1

ANNEX A – STATEMENT OF REQUIREMENT

HLVW – Recovery Light Bar Assembly – Replacement Project

1. **Objective**

The recovery light bar currently utilized by the Heavy Logistics Vehicle Wheeled (HLVW) fleet of military trucks, specifically the wrecker variant, is no longer supportable or in accordance with the latest regulations of both the federal and provincial levels of governments.

This Statement of work (SOW) will outline the requirements that the HLVW replacement recovery light bar assembly that is compliant with the federal and provincial regulations, as well as the operational requirements of the Canadian Armed Forces (CAF) and the Department of National Defence (DND).

2. **Responsibility**

- a. The Contractor must perform all work related to this SOR, including: engineering, design, fabrication, testing and certification.

3. **Requirements**

- a. Federal and provincial regulations

The recovery light bar assembly must be equipped with the following, refer to Figure 1 for one example of the lamp layout:

- i. Quantity two (2) red stop lamps;
- ii. Quantity two (2) red turning signal lamps;

NOTE – The stop and turning signal lamps can be of the combination type, meaning that both signal types are incorporated into the same lamp housing.

- iii. Quantity two (2) flashing amber or red hazard lamps;
- iv. Quantity two (2) red clearance lamps as far apart as practical;
- v. Quantity three (3) red identification lamps;

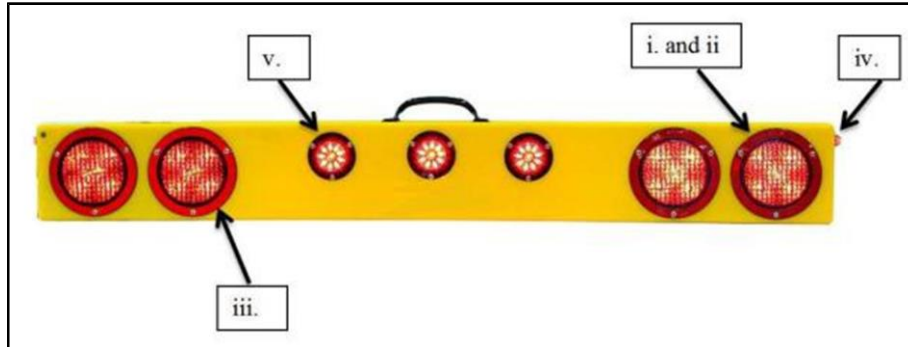


Figure 1: Recovery light bar assembly, lamp layout, example

- vi. A retroreflective sheeting of alternating yellow and black stripes must be applied to the surface of the light bar housing that is exposed to the following road traffic below:

The retroreflective sheeting applied must be in accordance with (IAW) the following:

1. ASTM D4956, Type III;
2. Only the yellow colored stripes must be retroreflective; and
3. The diagonal stripes must be: four (4) inches wide, four (4) inches apart, at 45-degree angle, and must be of one of the two (2) following patterns:

Pattern 1 – Stripes beginning at the upper right and slanting down to the left:



Or

Pattern 2 – Stripes that form upward-pointing chevrons:



b. Operational requirements

NOTE – Refer to Figure 9 and Figure 10, situated at the end of Para 3-b of this SOR, for one example of the general layout of the requirements listed in this SOR.

i. General specifications:

1. The recovery light bar assembly must have an overall width of forty-eight (48) inches nominal.

Any deviations in the overall width must be approved by the Technical Authority (TA).

2. The recovery light bar assembly housing must be safety yellow in colour.

In the event that the housing is not made of moulded polymers, meaning that the housing is made of, but not limited to: steel and aluminium, all surfaces must be protected by an automotive grade anti-corrosion paint system, consisting as a minimum of a primer and a top coat applied in accordance with (IAW) the manufacturer product/technical data sheet.

Any deviations in the surface protective finish must be approved by the TA.

3. The recovery light bar assembly must be equipped with quantity two (2) high powered permanent magnets, mounted on the rear face of the housing.

The magnets must be protected from the elements and must provide surface finish protection for the vehicle body panels it is applied to.

The magnets provided must be able to securely hold in place the recovery light bar assembly to a vertical body panel, made of sheet metal, thru-out the various operational conditions the CAF will utilize the HLWW wrecker vehicle, including black-top roads operation at a speed of 50km/h.

4. The recovery light bar assembly must be equipped with quantity four (4) footman loops to install mounting straps or other adjustable retaining system.

Quantity two (2) footman loops must be installed on the top face of the housing of the recovery light bar assembly.

Quantity two (2) footman loops must be installed on the bottom face of the housing of the recovery light bar assembly.

The footman loops must be mounted in a location on close to the extremities of the housing of the recovery light bar assembly as to permit a stable and secure installation to a casualty vehicle when used in conjunction with the specified retaining systems of this SOR in various configurations as recommended by manufacturer and in the Canadian Armed Forces (CAF) .

5. The recovery light bar assembly must be equipped with quantity two cam type tie-down strap assemblies, see example in Figure 2.



Figure 2: Cam type tie-down strap, example

Quantity one (1) tie-down strap assembly must be installed to each of the upper footman loops of the recovery light bar assembly.

Each tie-down strap assembly must be in accordance with the following specifications:

1. The webbing must be one (1) inch wide with a working tensile strength of five hundred (500) pounds minimum per inch², and must be black in color;
2. The tie-down strap assembly must be equipped with a cam buckle of same strength to the webbing used;

3. First strap section of the tie-down strap assembly:

- i. First end must be permanently attached to one of the upper footman loops of the recovery light bar;
- ii. Second end must be permanently attached to the cam buckle; and
- iii. The assemble length of the first strap section must be between four (4) to six (6) inches (see Figure 3);

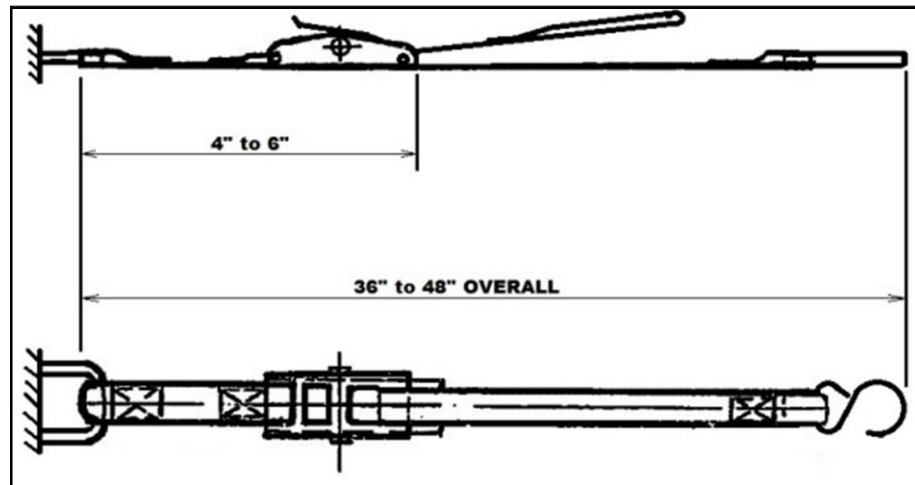


Figure 3: Tie-down strap assembly, dimensions

4. Second strap section of the tie-down strap assembly:

- i. First end must be sewn in a hand loop large enough to be used with military artic mittens (see Figure 7);
 - ii. Second end must be permanently attached to a rubber coated steel hook of matching workload strength to the webbing used and must be black in colour;
5. The overall assembled length of the tie down strap assembly must be between thirty-six (36) and forty-eight (48) inches (see Figure 3); and
6. For stowing purposes, the tie-down straps must be capable of securely holding the cable assembly of the recovery light bar assembly, to both the top and to the front of the light bar assembly, see example in Figure 4.



Figure 4: Cable assembly, stowage, example

6. The recovery light bar assembly must be equipped with quantity two rubber bungee strap assemblies.

Quantity one (1) rubber bungee strap assembly must be installed to each of the lower footman loops of the recovery light bar assembly.

Each rubber bungee strap assembly must be in accordance with the following specifications:

1. The bungee strap section must be made of rubber, and must be black in colour;

Any deviations in the material type of the bungee strap assemblies must be approved by the TA.

2. First end of the bungee strap assembly must be permanently attached to one of the lower footman loops of the recovery light bar assembly;
3. Second end of the bungee strap assembly must be permanently attached to a crimped steel hook (see example in Figure 5). The hook must not be removable by hand from the rubber bungee strap assembly;



Figure 5: Rubber bungee strap assembly, un-mounted

4. The overall assembled length of the rubber bungee strap assembly must be twenty-four (24) inches nominal.

Any deviations on the assemble length of the bungee strap assembly must be approved by the TA.

5. For stowing purposes, the rubber bungee strap assemblies must be capable of being secured to the opposing bottom footman loop of the recovery light bar assembly or to the other rubber bungee strap assembly, see examples depicted in Figure 6.



Figure 6: Rubber bungee strap assembly, stowage

ii. Human engineering:

1. The recovery light bar assembly must meet MIL-STD-1472G for human engineering;
2. Ease of Operation:
 1. The recovery light bar assembly must be capable of being operated by any soldier from any Military Occupational Code (MOC); and
 2. The soldier must be capable of operating the equipment while wearing arctic clothing.
3. The recovery light bar assembly must be equipped with a minimum of quantity one (1) carry handle, installed on the top of the housing to meet arctic Mittens MIL-STD-1472-G.

iii. Transportability:

1. The recovery light bar assembly must be air, road and sea transportable without any special preparation;
2. Transient vibration:
 1. The recovery light bar assembly must successfully pass vibration testing in accordance with ASTM D4728-2006 (2012), with the vibration profile found in MIL-STD 810G, Method 514.6, ANNEX C – Category 4, Vibration profile 514.6C-1 (sixty (60) minutes per axis);

2. The recovery light bar assembly and other components of the system must show no evidence of wire chafing, loose or broken parts, touching or shorting of electrical parts, component fatigue, cracking of material or permanent deformation that will make the equipment unsafe to operate; and
 3. The recovery light bar assembly must meet ASTM D5276-2009 and free of damage when transported cross-country in trailers or vehicles when correctly secured.
3. Transient drop:
1. The recovery light bar assembly must successfully pass drop testing, as per ASTM D5276-2009, procedure A2.2.3, from a height of forty-eight (48) inches;
- iv. Operational environment:
1. Operating temperatures:
 1. The recovery light bar assembly must be capable of operating in ambient temperatures from -40 up to 50 degree Celsius at 100% load, as per MIL-STD 810G, Methods 502.5, Procedure I Storage and 501.5, Procedure II Operation.
 2. Storage temperature:
 1. The recovery light bar assembly must be capable to withstand storage temperatures between -50 to 70 degree Celsius, at up to 95% relative humidity, as per MIL-STD 810G, Methods 502.5, Procedure I and 501.5, Procedure I.

3. Humidity:

1. The recovery light bar assembly must show no evidence of material deformation due to moisture absorption, degradation of electrical properties in insulating material, electrical shorts, oxidation, galvanic corrosion, failure to operate safely, or other defects which are detrimental to the intended function when tested for humidity, as per MIL-STD 810G, Method 507.5, Procedure I.
4. The recovery light bar assembly must meet the requirements of NEMA 6, IP67 or equivalent rating; and
5. The recovery light bar assembly must be corrosion resistant and must meet MIL-HDBK-454, Metals, and Corrosion Resistance.

External metal components and hardware of the recovery light bar assembly must maximize the corrosion resistant characteristics.

v. Electrical system:

1. The recovery light bar assembly must be of a fail-safe design as per MIL-HDBK-454, Guideline 1 – Safety Design Criteria;
2. The contractor must provide a certificate of conformity to prove equipment is Restriction of Hazardous Substances (RoHS) compliant;
3. The recovery light bar assembly must be equipped with an operator resettable thermal circuit breaker switch;
4. The recovery light bar assembly must be powered by the electrical system of the motor vehicle and must be capable of being operated from 16 to 28VDC, with a nominal operating value of 24VDC;

NOTE – Wireless technology is not acceptable due to electromagnetic (EMI) and radio-frequency interference (RFI) and the operational requirements of the sensitive electronic and communication systems used by the CAF.

5. The recovery light bar assembly must be equipped with a hard wired heavy duty vehicle interface connector cable assembly.

The cable assembly must meet the following specifications:

1. The cable assembly must be permanently hard wired to the light bar assembly on the left side of the housing (driver side);
2. The cable assembly must be fifty (50) feet long ± 4 inches ;
3. The cable assembly must be equipped with a twelve (12) contact pin type military plug connector as per specification MS75020F.

The cable assembly must be constructed, as per the specifications of Figure 8 or be of a one piece;

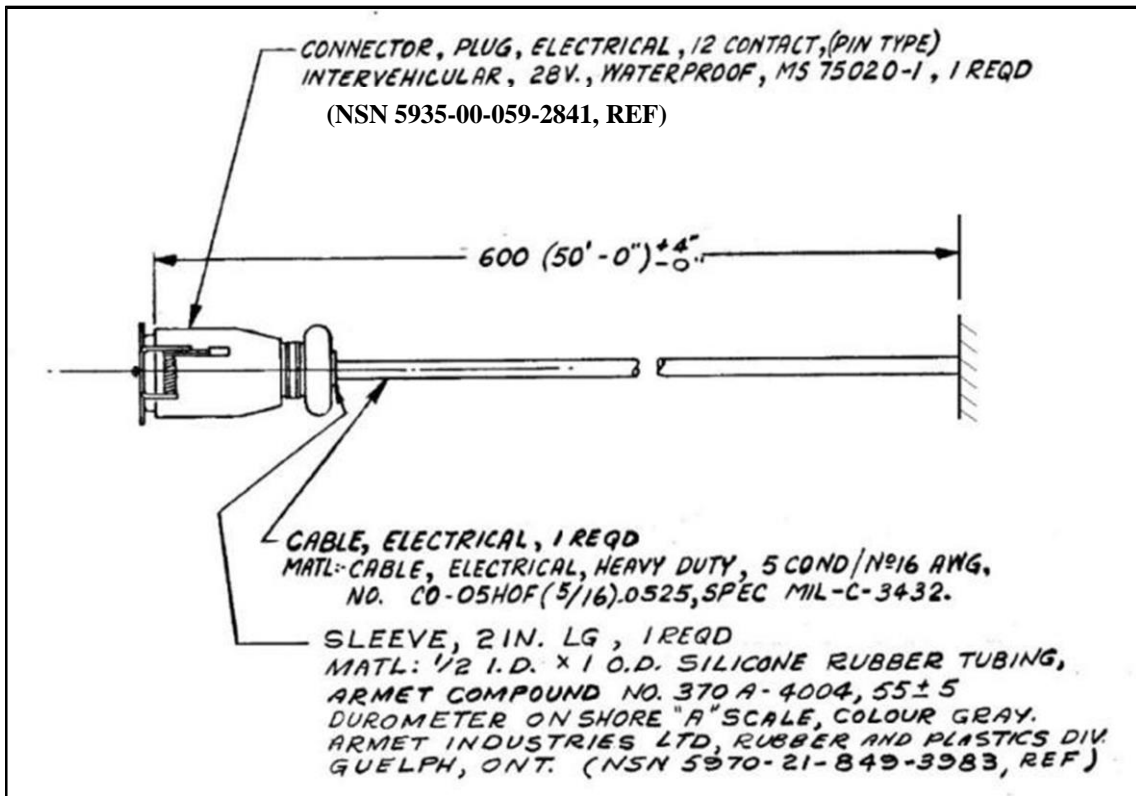


Figure 8: Cable assembly, connector plug construction

6. The recovery light bar assembly must be wired to work with the HLWW electrical system as detailed in Annex B – Electrical Diagram for 12-Pin Intravehicular Connector; and
7. The recovery light bar assembly must be equipped with LED type bulbs and lamps, with built-in resistors or circuitry for retro- compatibility with vehicles designed for standard incandescent bulbs.

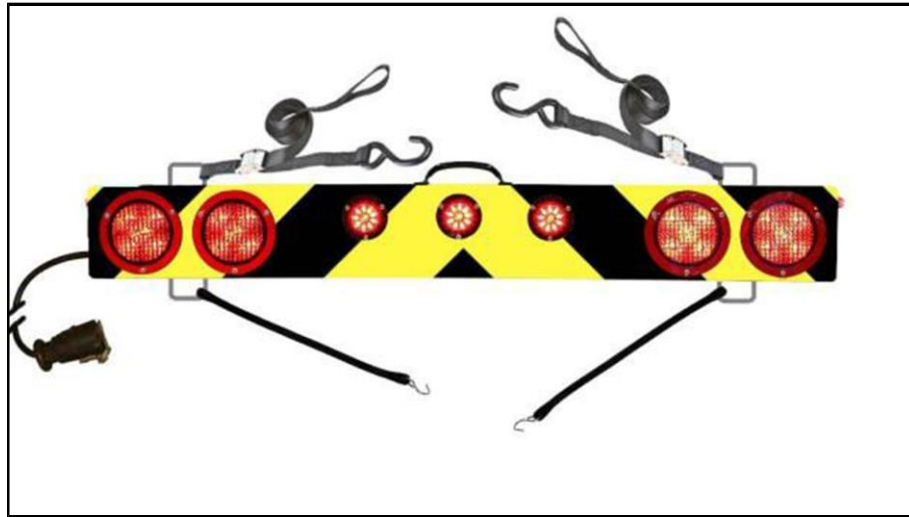


Figure 9: Recovery light bar assembly, general layout example, front

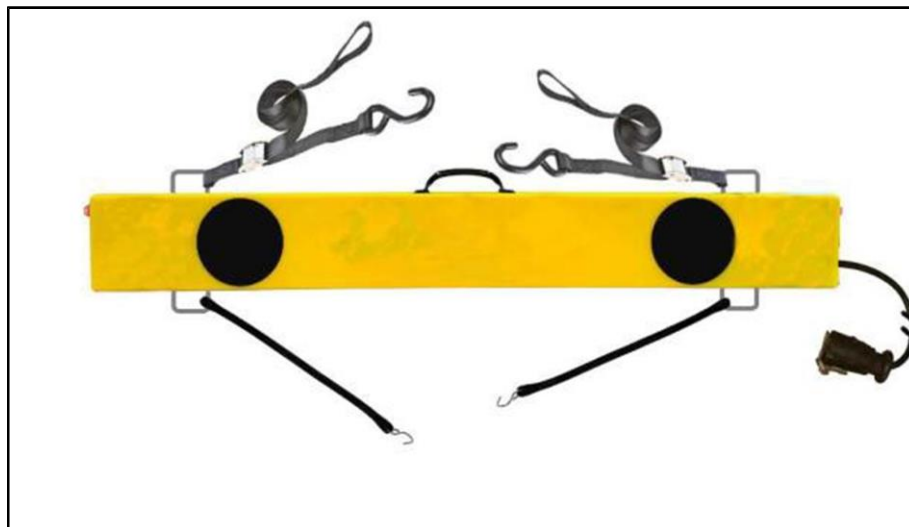


Figure 10: Recovery light bar assembly, general layout example, rear

VI Packaging

The packaging of the replacement recovery light bar must meet the following:

- i. In preparation for shipping, each item must be prepared as per the following: D-LM-036/SF-000 and IAW the preservation and packaging effort as described in D-LM-008/SF-001, Level B; and
- ii. If the combined weight of one item and its associated packaging (referred to as a unit pack) exceeds fifty (50) pounds, the item must be crated in a wooden box IAW D-LM-036/SF-000, Para 14, and must be designed to be material handling equipment (forklift) compliant.

4. Equipment qualification and Performance testing

- a. All tests and certifications listed under Para 3 of this SOR must be performed by certified third party test establishments;
- b. The Contractor must provide to DND, prior to the First Article Inspection and Testing (FAIT), copies of the following test results and certifications, as described within this SOR:
 - i. Mandatory Tests:
 1. Transient vibration test;
 2. Transient drop test;
 3. Operational environment tests:
 1. Operating temperature;
 2. Storage temperature; and
 3. Humidity.
 4. NEMA 6 or IP67 rating certification.

ii. Rated criteria's:

1. Canadian Standards Association (CSA) certification;

The proposed recovery light bar assembly must be certified for outdoor use by the CSA or an accredited organization approved by the CSA such as Underwriter's Laboratories of Canada (ULC) or equivalent.

c. Alternatively to the Contractor providing to DND copies of the required test reports and certifications prior to the FAIT, the Contractor must arrange for the following tests to be witnessed by: DND procurement, the TA and/or a National Defence Quality Assurance Representative (NDQAR).

i. Transient vibration test;

ii. Transient drop test; and

iii. Operational environment tests:

1. Operating temperature;
2. Storage temperature; and
3. Humidity.

This excludes the requirements of Para 4-b-i-4 (NEMA 6 or IP67) and Para 4-b-ii (CSA), which must be performed by certified third party test establishments.

ANNEX "B"

PRICING

The Bidder must provide all of the pricing requested in the following tables in accordance with Article 6.8.1 Basis of Payment.

Table 1: Initial Requirement - Sample

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Firm Price	Delivery Date Proposed
1	Recovery Light Bar Assembly – Sample	Each	5	National Defence Headquarters 101 Colonel By Dr Ottawa, Ontario K1A 0K2 Attn: DLP 4-3-1	National Defence Headquarters 101 Colonel By Dr Ottawa, Ontario K1A 0K2 Attn: DLP 4-3-1	\$	
	Evaluated Price					\$	

Table 2: Firm Quantities

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Firm Price	Delivery Date Proposed
1	Recovery Light Bar Assembly – Sample	Each	84	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Attn: 25 CFSD Accounts Payable Montreal, QC H1N 3R9 Canada	\$	
2	Recovery Light Bar Assembly – Sample	Each	56	Department of National Defence 7 CF Supply Depot 195 Ave & 82nd St., Bldg 236 Edmonton, Alberta T5J 4J5	Department of national Defence 7 CF Supply Depot Stn Forces, P.O.Box 10500 Edmonton, Alberta T5J 4J5 Attention: Accounts Payables		
	Evaluated Price					\$	

Table 3: Total Aggregated Bid Price:

Item	Description	Evaluated Price
1	Table 1: Initial Requirement – Sample	\$
2	Table 2: Firm Quantities	\$
3	Total Aggregated Bid Price	\$

ANNEX "C"

MANDATORY EVALUATION CRITERIA

MANDATORY REQUIREMENT	Y	N	REFERENCE
M1. The bidder must demonstrate in writing how the bidder intend to respond to DND requirement requests in accordance with the SOW.			
M2. The Bidder must demonstrate their experience and expertise as they relate to the technical services required. The Bidder Must demonstrate it has a minimum of three (3) years of experience providing similar services for which a bid is being submitted.			
M3. The Bidder Must provide a work schedule which describes the activities, i.e response time for requirement, time required to complete each task and activities under this SOW.			
M4. The Bidder must provide a certificate of conformity to prove equipment is Restriction of Hazardous Substances (RoHS) compliant			

ANNEX “D” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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