



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

**SOLICITATION CLOSES  
L'INVITATION PREND FIN**

**at - à 14:00  
on - le 14 August 2019**

**TIME ZONE - FUSEAU HORAIRE**

**Eastern Daylight Time (EDT)**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITIONS**

**Proposal to: Department of National Defence (DND)**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition au : ministère de la Défense nationale (MDN)**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Issuing Office - Bureau de distribution**

Director of Services Contracting (D Svc C) 3  
Department of National Defence  
101 Colonel By Drive  
Ottawa ON K1A 0K2

<b>Title - Sujet</b> Reflective Safety Belts	
<b>Solicitation No. - N° de l'invitation</b> W6369-19-A047	
<b>Date of Solicitation - Date de l'invitation</b> 05 July 2019	
<b>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :</b>  By e-mail to:  <a href="mailto:Credo.Adenka@forces.gc.ca">Credo.Adenka@forces.gc.ca</a>  Director Services Contracting (D Svcs C) 3 Attention: Credo Adenka	
<b>Address enquiries to: Adresser toute demande de renseignements à :</b>  Credo Adenka <b>Telephone No.      E-Mail Address</b> <b>N° de                      Courriel</b> <b>téléphone</b>  <a href="mailto:Credo.Adenka@forces.gc.ca">Credo.Adenka@forces.gc.ca</a>	
<b>Destination</b>  See herein.	
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>          <b>Telephone No.      E-Mail Address</b> <b>N° de téléphone      Courriel</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Statement of Requirement**

The requirement is detailed in Annex A, Statement of Requirement of the bid solicitation.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Colombia Free Trade Agreement, the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Honduras Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Korea Free Trade Agreement (CKFTA), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- A. 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 (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- B. 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.
- C. The 2003 (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
  - (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
    - d. send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
  - (iii) Section 05, Submission of bids, subsection 2, paragraph e., is deleted in its entirety and replaced with the following:
    - e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the bid;
  - (iv) Section 05, Submission of bids, subsection 4, is amended as follows:
    - Delete: 60 days
    - Insert: 120 days
  - (v) Section 06, Late bids, is deleted in its entirety;
  - (vi) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
    - 07 Delayed bids
    - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
  - (vii) Section 08, Transmission by facsimile, is deleted in its entirety; and
  - (viii) Section 20, Further information, is deleted in its entirety.



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## 2.2 Submission of Bids

- A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

### 2.2.1 Electronic Submissions

**Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents **submitted** after the closing time and date will not be accepted.

## 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 nonresponsive.

### 2.3.1 Definitions

- A. For the purposes of this clause:
  - (i) "Former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11 (<http://laws-lois.justice.gc.ca/eng/acts/F-11/FullText.html>), 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;
  - (ii) "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; and



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- (iii) "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.

### 2.3.2 Former Public Servant in Receipt of a Pension

A. As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

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

(i) Name of former public servant; and

(ii) Date of termination of employment or retirement from the Public Service.

C. 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](#) (<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the [Guidelines on the Proactive Disclosure of Contracts](#) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

### 2.3.3 Work Force Adjustment Directive

A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( ) No ( )

B. If so, the Bidder must provide the following information:

(i) Name of former public servant;

(ii) Conditions of the lump sum payment incentive;

(iii) Date of termination of employment;

(iv) Amount of lump sum payment;

(v) Rate of pay on which lump sum payment is based;

(vi) Period of lump sum payment including start date, end date and number of weeks; and



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(vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

C. 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**

A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

B. 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**

A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario **OR** [insert the name of province or territory].

B. 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.





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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid: one (1) soft copy in PDF format by e-mail;

Section II: Financial Bid: one (1) soft copy in PDF format by e-mail;

Section III: Certifications: one (1) soft copy in PDF format by e-mail; and

Section IV: Additional Information: one (1) soft copy in PDF format by e-mail.

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

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

(i) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and

(ii) Use a numbering system that corresponds to the bid solicitation.

### **3.2 Section I: Technical Bid**

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

### **3.3 Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of applicable taxes must be indicated separately.

#### **3.3.1 Electronic Payment of Invoices - Bid**

A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.

B. If Attachment 2 to Part 3, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

#### **3.3.2 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.



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### **3.4 Section III: Certifications**

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

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

In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- (iii) For Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
- (iv) For Part 2, article 2.5, Applicable Laws, of the bid solicitation: the province or territory if different than specified;
- (v) Any other information submitted in the bid not already detailed.



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**ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE**

- A. The Bidder must complete this pricing schedule and include it in its financial bid.
- B. The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the goods described in the bid solicitation will be consistent with this data.
- C. The firm rates specified below includes all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid.
- D. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.
- E. All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes included.

**1. Pricing Schedule**

**A. INITIAL (CORE) REQUIREMENT**

[From Contract Award to Delivery date of the Core Requirement]

#	Description	Unit of Issue	Max Quantity	Price Per Unit (in Cdn \$)	(A) FIRM LOT PRICE (Quantity x Price Per Unit)	(B) Total Taxes (HST 13%)	(C) Total Including taxes (A+B)	Lead Time- (In Calendar Days)
1	Reflective Safety Belts, as detailed in Annex A, Statement of Requirement.	Each	4,000	\$_____	\$_____	\$_____	\$_____	_____

**\*The quantity will be confirmed at contract award.**

**TOTAL EVALUATED PRICE FOR THE INITIAL CORE REQUIREMENT (C): \$\_\_\_\_\_**



**B. OPTIONS TO PURCHASE ADDITIONAL REFLECTIVE SAFETY BELTS**

This section is only applicable if the option to purchase additional quantities is exercised by Canada.

**Summary of Options – until March 29, 2024 (Optional)**

#	Period	Description	Unit of Issue	Max. Quantity *	Price Per Unit (in Cdn \$)	(A) FIRM LOT PRICE (Quantity x Price Per Unit)	(B) Total Taxes (HST 13%)	(C) Total Including taxes (A+B)	Lead Time-In Calendar Days
1	01 Apr 20 To 31 Mar 21	Reflective Safety Belts, as detailed in Annex A, Statement of Requirement.	Each	4,000	\$ _____	\$ _____	\$ _____	\$ _____	_____
2	01 Apr 21 To 31 Mar 22		Each	4,000	\$ _____	\$ _____	\$ _____	\$ _____	_____
3	01 Apr 22 To 31 Mar 23		Each	4,000	\$ _____	\$ _____	\$ _____	\$ _____	_____
4	01 Apr 23 To 29 Mar 24		Each	4,000	\$ _____	\$ _____	\$ _____	\$ _____	_____

\*The quantity will be confirmed when/if the option is raised.

**TOTAL EVALUATED PRICE FOR THE FOUR (4) OPTIONS (sum of "C"):** \$ \_\_\_\_\_

**TOTAL EVALUATED PRICE FOR THE PURPOSE OF BID EVALUATION = TOTAL EVALUATED PRICE FOR CORE REQUIREMENT + TOTAL EVALUATED PRICE FOR THE FOUR (4) OPTIONS =**  
\$ \_\_\_\_\_



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### **ATTACHMENT 2 TO PART 3 - 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).



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## **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.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4 - Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

- A. The price of the bid will be evaluated as follows:
  - (i) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded; and
  - (ii) Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- B. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- C. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
- D. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

### **4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria**

- A. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- B. Should two (2) or more responsive bids achieve an identical lowest evaluated price, the bid with the shortest delivery lead time of the initial core requirement for a maximum of four thousands (4000) Reflective Safety Belts, as per Attachment 1 to Part 3, will be recommended for award of a contract.



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**ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

**1. Mandatory Technical Criteria**

- A. The following mandatory criteria must be demonstrated with supporting documentation in the form of a User Manual or technical/sales brochures that must be provided with the Bidder’s response at the time of bid submission.
- B. To be considered compliant, all the following mandatory criteria must be met.
- C. The selection method is: Lowest cost Compliant Bidder

<b>MS: Mandatory Specifications</b>				
<b>Item #</b>	<b>Mandatory Technical Criteria</b>	<b>Met</b>	<b>Not Met</b>	<b>Location in Manual or Technical Specifications (title, page, etc.)</b>
<b>Each Reflective Safety Belt must have the following:</b>				
MS1	Be made of elastic material and use a heavy duty clip			
MS2	Be between 1.5 and 2 inches wide, and a minimum of 50 inches long			
MS3	Be yellow or green, and contain one or two reflective strips running the length of the belt			
MS4	Be adjustable to fit waist sizes from 26 inches to at least 50 inches with loop fastener			
MS5	Have a minimum visibility range of 1,000 feet, and provide 360 degrees of visibility			



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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions - Required Documentation

In accordance with the section titled "Information to be provided when bidding, contracting, or entering into a real procurement agreement" of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

- A. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).
- B. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.





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## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **ARTICLES OF AGREEMENT**

#### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

#### **6.2 Requirement**

- A. The Contractor must provide the goods in accordance with the Statement of Requirement in Annex A.

##### **6.2.1 Optional Goods**

- A. The Contractor grants to Canada the irrevocable option to acquire the goods, services, or both described at Annex A, Statement of Requirement of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- B. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### **6.3 Standard Clauses and Conditions**

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

##### **6.3.1 General Conditions**

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:

- (i) Article 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"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.



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## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 29, 2024 inclusive.

### 6.4.2 Complete Delivery

The Contractor must make the complete delivery within thirty (30) calendar days from the effective date of the Core Initial Contract. The same delivery timeframe applies from the effective date of the option, if/when Canada chooses to exercise the option to purchase.

## 6.5 Authorities

### 6.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: Department of National Defence  
101 Colonel By Drive  
Ottawa ON K1A 0K2  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

### 6.5.2 Technical Authority

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: Department of National Defence (DND)  
101 Colonel By Drive  
Ottawa ON K1A 0K2  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

B. The Technical 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 Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of



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the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**6.5.3 Contractor's Representative**

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**6.6 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](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (PSSA) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) 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](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist-eng.asp) of the Treasury Board Secretariat of Canada ([http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contpolnotices/siglist-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist-eng.asp)).

**6.7 Payment**

**6.7.1 Basis of Payment – Firm Lot Price**

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price for a cost of \$\_\_\_\_\_ (amount to be inserted at Contract Award) as specified in Annex “B” Basis of Payment. Customs duties are included and Applicable Taxes are extra.
- B. 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.

**6.7.2 Method of Payment – Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

**6.7.3 Taxes – Foreign-based Contractor**

- A. Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax,



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Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

- B. Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

#### **6.7.4. Evaluation of Price – Canadian/Foreign Bidders**

- A. The price of the bid will be evaluated as follows:
- a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- B. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- C. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
- D. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

#### **6.7.5 Electronic Payment of Invoices - Contract**

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

**List to be updated in the resulting contract**

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI); and
- (v) Wire Transfer (International Only).



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## 6.8 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all goods have been delivered in accordance with the Statement of Requirement in Annex A, and to the satisfaction of the Technical Authority.
- B. Each invoice must be supported by:
- (i) A copy of the Shipping Documentation and any other documents as specified in the Contract.
- C. Invoices must be distributed as follows:
- (i) The original and one (1) copy must be forwarded to the following address for certification and payment:  
  
Department of National Defence (DND)  
3500 Carling Avenue, Bldg CC-9S.1  
Ottawa, Ontario K2H 8E9  
c/o: [organization to be detailed in the resulting contract]  
attn: [name to be detailed in the resulting contract]

## 6.9 Certifications and Additional Information

### 6.9.1 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.

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario [or as specified by the bidder in its bid, if applicable].

### 6.11 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:

- (i) The Articles of Agreement;
- (ii) The General Conditions [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity);
- (iii) Annex A, Statement of Requirement;
- (iv) Annex B, Basis of Payment; and



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- (v) The Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

#### 6.12 Defence Contract

- A. The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

#### 6.13 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

#### 6.14 Delivery and Unloading

1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

One (1) of the following two (2) options will be inserted in the resulting contract, as applicable:

Option 1: A2000C (2006-06-16) when the contract is to be with a Canadian-based supplier; or

#### 6.15 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.



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Option 2: **A2001C** (2006-06-16) when the contract is to be with a foreign-based supplier.

#### **6.15 Foreign Nationals (Foreign Contractor)**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### **6.16 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

#### **6.17 Packaging Requirement using Specification D-LM-008-036/SF-000**

- A. The Contractor must prepare the Reflective Safety (maximum quantity 4000) belts 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.
- B. The Contractor must package the Reflective Safety belts (maximum quantity 4000) in equal quantities of up to 100 per package.

#### **6.18 Shipping Instructions – FOB and DDP**

FOB Destination as specified in Annex A – Statement of Requirement, including all delivery charges and customs duties and Applicable Taxes.



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## ANNEX A – STATEMENT OF REQUIREMENT

### 1.0 TITLE

REFLECTIVE SAFETY BELTS.

### 2.0 INTRODUCTION

Poor visibility is a significant safety problem for pedestrians in environments where they are forced to share the road with vehicular traffic. In the case of military personnel exposure to vehicles can occur during both occupational and recreational fitness activities. All CAF personnel are expected to exercise regularly in an effort to maintain their health and operational readiness.

The dangers associated with people exercising while sharing the road with vehicles are well recognized and these risks are significantly increased when one is exercising in bad weather or in no or low light conditions.

One of the strategies used to reduce the dangers of working and exercising near vehicular traffic is to increase the person's visibility. Strategies to increase visibility include wearing high visibility reflective safety belts, safety lights, carrying flashlights, wearing headlamps, wearing reflective straps, wearing reflective vests, using bicycle lights and reflectors, wearing brightly coloured clothing, etc.

### 3.0 SCOPE

#### 3.1 PURPOSE

The Directorate of Force Health Protection (DFHP), within the Canadian Forces Health Services Group (CF H Svcs Gp), has a requirement to procure up to four thousand (4,000) Reflective Safety Belts. The purpose of the Reflective Safety Belts, is to provide the Canadian Armed Forces (CAF) personnel with a safety product that would improve their visibility while exercising outdoors in no or low light conditions.

#### 3.2 BACKGROUND

As part of our injury prevention program , the Directorate of Force Health Protection has provided CAF personnel with safety products that increase their visibility while exercising outdoors in no or low light conditions. This initiative is aimed at 2 things: 1) encouraging CAF personnel to be more physical active and 2) reducing the risk of accident or injury for those who exercise outdoors in no or low light conditions.

### 4.0 REQUIREMENT

**INITIAL CORE REQUIREMENT:** up to four thousand (4,000) Reflective Safety Belts (exact quantity to be determined at Contract Award).

**OPTIONS:** upon request, up to an additional sixteen thousand (16,000) units until 29 March 2024.





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## 5.0 DELIVERABLES

The Contractor must provide the following:

Up to four thousand (4,000) complete and fully functional Reflective Safety Belts.

## 6.0 DELIVERY LOCATION

The Contractor must deliver up to four thousand (4,000) complete and fully functional Reflective Safety Belts to the following address:

Department of National Defence Canada  
CMP/CF H Svcs Gp HQ/Directorate of Force Health Protection  
3500 Carling Avenue, Bldg CC-9S.1  
Ottawa, ON, Canada, K2H 8E9

## 7.0 SPECIFICATIONS

The Contractor must deliver up to four thousand (4,000) Reflective Safety Belts, each safety belt must

- (i) Be elastic and have a heavy duty clip;
- (ii) Be between 1.5 and 2 inches wide and a minimum of 50 inches long;
- (iii) Be of yellow or green color, and have one or two reflective strips running the length of the belt;
- (iv) Be adjustable to fit waist sizes from 26 inches to at least 50 inches with loop fastener;
- (v) Have a minimum visibility range of 1,000 feet, and provide 360 degrees of visibility.

## 8.0 ACCEPTANCE CRITERIA

All deliverables are subject to inspection by the Technical Authority or its designated representative. Should any deliverable not be in accordance with the requirements of the Statement of Requirement and to the satisfaction of the Technical Authority, as submitted, the Technical Authority must have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

Once the units have been shipped, the Contractor must submit shipment documentations to the Contracting Authority.

## 9.0 DELIVERY TIMEFRAME

The Reflective Safety Belts must be delivered 30 days after contract award.

### Labelling and Packaging Requirements

As per [D3018C](#) (2014-09-25):

The Contractor must prepare the specified quantity of Reflective Safety (maximum 4000) belts 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***.



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The Contractor must package the specified quantity Reflective Safety belts (maximum 4000) in equal quantities of up to 100 units per package, and not weighing more than 25lb (11.3 kg) each pack.

Other requirements of the ***DND Minimum Requirements for Manufacturer's Standard Pack*** include:

**Pallet requirements:**

- Pallet size: 40" x 48", 4-way entry, not higher than 54" from the floor (including the height of the pallet);
- Within one shipment, all pallets must have the same number of boxes per row and the same amount of rows per skid. Only one skid should bear the odd amount of boxes if need be;
- All boxes must contain the same quantity of the same product.
- All boxes must weigh 25 pounds or less

**Labelling requirements:**

All boxes must be properly labelled indicating:

- Client name, shipping address and telephone number (as per Specification 8 above)
- Title and/or description of product
- Quantity in each box
- Total number of boxes per skid
- Total quantity expected
- Odd quantity box must be well identified
- All labels must be affixed on the side of boxes, with the labels facing the outside of the skid/pallet.



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**ANNEX B - BASIS OF PAYMENT**

**1. Period of the Contract (From Date of Contract Award to 29 March 2024)**

During the period of the Contract, the Contractor will be paid as specified below, for goods delivered in accordance with the Contract

**2. Firm Lot Price**

The Contractor will be paid a Firm Lot Price in CDN \$ for the contract in accordance with the tables below. The Firm All-Inclusive Lot Price specified below includes all expenses, applicable taxes are extra, that may need to be incurred to satisfy the terms of the contract, as described in the Statement of Requirement in Annex A.

**2.1 INITIAL (CORE) REQUIREMENT  
(from Date of Contract Award to Date of Delivery of the Initial Core Requirement)**

#	Description	Unit of Issue	Max Quantity	Price Per Unit (in Cdn \$)	(A) FIRM LOT PRICE (Quantity x Price Per Unit)	(B) Total Taxes (HST 13%)	(C) Total Including taxes (A+B)	Lead Time- (In Calendar Days)	Delivery of Goods
1	Reflective Safety Belts, as detailed in Annex A, Statement of Requirement.	Each	4,000	\$_____	\$_____	\$_____	\$_____	_____	Department of National Defence CMP/CFHSvcsGp HQ/Directorate of Force Health Protection 3500CarlingAvenue, Bldg CC-9S.1 Ottawa, ON, Canada K2H 8E9

\*The quantity will be confirmed at contract award.

**TOTAL PRICE FOR INITIAL (CORE) REQUIREMENT QUANTITY OF REFLECTIVE SAFETY BELTS (C): \$\_\_\_\_\_ (Amount to be inserted at Contract Award).**



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**2.2 OPTION TO PURCHASE ADDITIONAL REFLECTIVE SAFETY BELTS  
(Options to Purchase Additional Quantities until 29 March, 2024)**

This section is only applicable if the option to purchase additional quantities is exercised by Canada.

#	Period	Description	Unit of Issue	Max. Qty *	Price Per Unit (in Cdn \$)	(A) FIRM LOT PRICE (Qty x Price Per Unit)	(B) Total Taxes (HST 13%)	Total Including taxes (A+B)	Lead Time (Cal. Days)	Delivery of Goods
1	01 Apr 2020 To 31 Mar 2021	Reflective Safety Belts, as detailed in Annex A, Statement of Requirement (SOR).	Each	4,000	\$ _____	\$ _____	\$ _____	\$ _____	_____	Department of National Defence HQ/Directorate of Force Health Protection 3500 Carling Avenue, Bldg CC-9S.1 Ottawa, ON, Canada K2H 8E9
2	01 Apr 2021 To 31 Mar 2022		Each	4,000	\$ _____	\$ _____	\$ _____	\$ _____	_____	
3	01 Apr 2022 To 31 Mar 2023		Each	4,000	\$ _____	\$ _____	\$ _____	\$ _____	_____	
4	01 Apr 2023 To 29 Mar 2024		Each	4,000	\$ _____	\$ _____	\$ _____	\$ _____	_____	

\*The quantity will be confirmed when/if the option is raised.

**TOTAL PRICE FOR ALL FOUR (4) OPTIONS TO PURCHASE ADDITIONAL REFLECTIVE SAFETY BELTS: \$ \_\_\_\_\_ (Amount to be inserted at Contract Award).**