



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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 therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Vehicles & Industrial Products Division
140 O'Connor, Tower East
4th Floor
140 O'Connor, Tour Est
4ème étage
Ottawa
Ontario
K1A 0S5

Title - Sujet braking systems & wheel assemblies	
Solicitation No. - N° de l'invitation 08324-190082/B	Date 2019-10-29
Client Reference No. - N° de référence du client 20190082	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-929-77927	
File No. - N° de dossier hp929.08324-190082	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-11-26	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Way, Stephanie	Buyer Id - Id de l'acheteur hp929
Telephone No. - N° de téléphone (613) 297-6500 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Foreign Affairs, Trade and Development Canada AAC 125 SUSSEX DR. OTTAWA Ontario K1A0G2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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)	
Signature	Date

This bid solicitation cancels and supersedes previous bid solicitation number 08324-190082/A dated 25 July 2019 with a closing of 23 August 2019 at 2:00 p.m. EDT

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Requirement
- 1.2 Debriefings
- 1.3 Trade Agreements
- 1.4 epost Connect service

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws
- 2.5 Improvement of Requirement During Solicitation Period

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 Requirement
- 6.2 Standard Clauses and Conditions
- 6.3 Term of Contract
- 6.4 Authorities
- 6.5 Payment
- 6.6 Invoicing Instructions

Solicitation No. - N° de l'invitation
08342-190082/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
HP929

Client Ref. No. - N° de réf. du client
08342-190082

File No. - N° du dossier
hp929.08342-190082ME

CCC No./N° CCC - FMS No./N° VME

- 6.7 Certifications
- 6.8 Applicable Laws
- 6.9 Priority of Documents
- 6.10 SACC Manual Clauses
- 6.11 Condition of Material - Contract
- 6.12 Shipping Instructions - Firm Quantity
- 6.13. Shipping Instructions - Optional Quantity
- 6.14 Post-Contract Award Meeting/Pre-Production Meeting
- 6.15 Packaging
- 6.16 Warranty
- 6.17 Material

Attachments

Annex "A" - Pricing

Annex "B" – Statement of Requirement – Wheel Assemblies and Brake Systems

Annex "C" to Part 3 of the Bid Solicitation - Electronic Payment Instruments

PART 1 - GENERAL INFORMATION

1.1 Requirement

1.1.1 Global Affairs Canada (GAC) requires the armoured spare parts as detailed herein, in accordance with Annex "A" – Pricing and Annex "B" – Statement of Requirement – Wheel Assemblies and Brake Systems attached hereto.

1.1.2 Irrevocable options identified in Annex "A"- Pricing.

1.1.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

1.1.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A"- Pricing.

1.1.2.3 The options may be exercised within twelve (12) months after contract award.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.4 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

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

Delete: sixty (60) days

Insert: ninety (90) days

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 in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 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 questions or may request that the Bidder do so, so that the proprietary nature of the question 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.

2.4 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.

2.5 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 favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) calendar 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

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (2 hard copies)
Section IV: Additional Information (2 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

1) 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

3.1.1 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. drawing, specifications, engineering reports and/or test reports, a sample of the product offered), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

3.1.2 Substitute Products – Replaced Part Numbers from the OEM

1. Products that are replaced part number (superseded or obsolete) from the OEM must be equivalent in form, fit, function, quality and performance to the original item(s) specified in the bid solicitation and will be considered where the bidder provides upon request of the Contracting Authority:

- a) proof by submitting a copy of a Certificate of Conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the part numbers are a replacement of the OEM parts specified herein and are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
 - b) all required technical information (as detailed in Part 3, Section I, 1 Equivalent Product) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.
2. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

Section II: Financial Bid

The Bidders must submit their prices in Annex "A"- Pricing and in accordance with the Basis of Payment identified in PART 6 - RESULTING CONTRACT CLAUSES.


3.1.3 Electronic Payment of Invoices – Bid

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


If Annex "C" 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.

3.1.4 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html)  (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>) Claim for Exchange Rate

Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html)  (http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html) for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

Bidders must submit the certifications required under PART 5 - CERTIFICATIONS.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.5 Delivery

Firm quantity

While delivery of the items are requested by 31 March 2020, the best delivery that can be offered is as follows:

The best delivery that could be offered is: _____ **Weeks/Calendar days** from the effective date of the contract.

Solicitation No. - N° de l'invitation
08342-190082/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
HP929

Client Ref. No. - N° de réf. du client
08342-190082

File No. - N° du dossier
hp929.08342-190082ME

CCC No./N° CCC - FMS No./N° VME

3.1.6 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the items that exceeds the minimum warranty period of twelve (12) months.

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 Mandatory Technical Evaluation Criteria - Part Number and NSCM/CAGE

4.1.1.1 Bidders must submit, with their bid, the followings documents:

Annex "B" – Statement of Requirement – Wheel Assemblies and Brake Systems; and Bidders must indicate the Part Number and the NSCM/CAGE they are offering.

4.1.1.2 Equivalent Products

Bidders proposing substitutes and/or alternatives must provide with their bid all the information requested as detailed in Part 3, "Equivalent Products" to be considered for evaluation.

4.1.2. Financial Evaluation

4.1.2.1 Mandatory Financial Evaluation Criteria

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

Bidders must quote a price for all destinations with the same Nato Stock Number.

- b) Financial bids must not contain conditional pricing.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price insert "on an item by item basis" 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 Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 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 provided 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 property 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

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#>).

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.

5.2.3 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.3.1 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

OR

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

Solicitation No. - N° de l'invitation
08342-190082/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
HP929

Client Ref. No. - N° de réf. du client
08342-190082

File No. - N° du dossier
hp929.08342-190082ME

CCC No./N° CCC - FMS No./N° VME

5.2.3.2 Substitute and Equivalent Products Conformance Certification

The Bidder certifies that all Equivalent Products and Substitute Products proposed conform to the requirement detailed under the "Line Item Detail".

This certification does not relieve the bid from meeting the requirement detailed in Part 3, Section I, Substitute Products.

Bidder's authorized representative Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Requirement

6.1.1 The Contractor must deliver the items in accordance with Annex "A" – Pricing and Annex "B" – Statement of Requirement – Wheel Assemblies and Brake Systems.

6.1.2 The Contractor grants to Canada irrevocable options identified in Annex "A" – Pricing.

6.1.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

6.1.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A" - Pricing.

6.1.2.3 The options may be exercised within twelve (12) months after contract award.

6.2. 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.

6.2.1 General Conditions

2010A (2018-06-21) General Conditions - Goods (Medium Complexity), apply to and form part of the contract

6.3. Term of Contract

6.3.1 Delivery of Equipment

6.3.1.1 Firm Quantity

All the deliverables must be received on or before March 31, 2020.

6.3.1.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" 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.

The Contracting Authority may exercise the option within 12 months after contract award by sending a written notice to the Contractor.

6.4. Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephanie Way
Title: Supply Specialist
Organization: Public Works and Government Services Canada - Acquisitions
Branch LEFT Directorate, HP Division,
140 O'Connor Street, Ottawa, ON, K1A 0S5
Telephone: 613 297-6500
E-mail: Stephanie.way@pwgsc-tpsgc.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.

6.4.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____ *(To be inserted by PWGSC at time of contract award.)*
Title: _____
Organization: _____

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.4.3 Technical Authority

The Technical Authority for the Contract is:

Name: _____ *(To be inserted by PWGSC at time of contract award.)*
Title: _____
Organization: _____

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

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

6.4.4 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries:

Name: _____ *(To be completed by the bidder.)*
Title: _____
Telephone: ____ - ____ - ____
E-mail: _____

6.5 Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price(s) specified in Annex "A" - Pricing, and as follows:

Basis of Payment (BOP) Type 1:

Firm unit prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

Basis of Payment (BOP) Type 2:

Firm unit prices in Canadian dollars, FCA Free Carrier, Incoterms 2000 at Contractor's Canadian facility or Contractor's Canadian distribution point, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

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.

6.5.2 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);

6.5.3 SACC Manual Clauses

H1000C	Single Payment	2008-05-12;
C3015C	Exchange rate fluctuation adjustment	2017-08-17

6.6. Invoicing Instructions

6.6.1 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. Offerors/suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment.

(be inserted at contract award)

- (b) One (1) copy must be forwarded to the Contracting Authority identified under section 4. Authorities of the Contract.

6.7. Certifications

6.7.1 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.

6.8. Applicable Laws

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

6.9. 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) 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Pricing;
- (d) Annex "B" – Statement of Requirement – Wheel Assemblies and Brake Systems

- (e) the Contractor's bid dated _____. *(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)).*

6.10 SACC Manual Clauses

G1005C Insurance - No Specific Requirement 2016-01-28

6.11 Condition of Material - Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

6.12. Shipping Instructions – Firm Quantity

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as detailed at Annex "A" - Pricing). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

Firm Quantity - the contact person for delivery is: _____ *(to be inserted by PWGSC at time of contract award).*

6.13 Shipping Instructions - Optional Quantity

- 6.13.1** Delivery will be FCA Free Carrier at the Contractor's Canadian facility or Contractor's Canadian distribution point, Incoterms 2000. The Contractor must load the goods onto the carrier designated by Global Affairs Canada. Onward shipment from the delivery point to the consignee will be Canada's responsibility.
- 6.13.2** Before shipping the goods, the Contractor must make arrangements with the Procurement Authority for each place of destination. The consignee may refuse shipments when prior arrangements have not been made.
- 6.13.3** The Contractor must not ship the goods before receiving shipping instructions from the Procurement Authority.
- 6.13.4** If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the contractor must reimburse Canada any additional expenses and costs incurred.

6.13.5 If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

6.14 Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) working days of the receipt of the contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant _____ (*Bidder to specify location*). Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by Canada. The Crown reserves the right to carry out the Post-Contract Award Meeting/Pre-Production Meeting via teleconference.

6.15.Packaging

The methods used for preservation and packaging must be in conformity with the contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

6.16.Warranty

The manufacturer's standard warranty of (*to be inserted by the bidder*) (_____ months or _____ km) as administered through the designated dealer or authorized agent apply.

6.17 Material

Material supplied must be new, unused and of current production by manufacturer.

ANNEX A – PRICING

Initial Requirement

Item #	Description	Quantity (A)	Unit Price (B)	Evaluated Price (AxB)
1	Brake Kits	28		
	StopTech Front Calipers (Set) or equivalent			
	StopTech Rear Calipers (Set) or equivalent			
	StopTech Brake Pads, Front (Set) or equivalent			
	StopTech Brake Pads, Rear (Set) or equivalent			
	StopTech Brake Rotor, Front, Right or equivalent			
	StopTech Brake Rotor, Front, Left or equivalent			
	StopTech Brake Rotor, Rear, Right or equivalent			
	StopTech Brake Rotor, Rear, Left or equivalent			
	StopTech Brake Lines, Front (Set of 2) or equivalent			
	StopTech Brake Lines, Rear, Right or equivalent			
	StopTech Brake Lines, Rear, Left or equivalent			
2	18" Wheel Assemblies	15		
	Rim to fit 2014 to 2016 Toyota Land Cruiser 200 (Set of 5)			
	Run Flat System (Set of 5)			
	BF Goodrich All-Terrain T/A OK2 (Set of 5) or equivalent			
3	18" Wheel Assemblies	13		
	Rim to fit 2014 to 2016 Toyota Land Cruiser 200 (Set of 5)			
	Run Flat System (Set of 5)			
	Michelin Defender LTX M/S (Set of 5) or equivalent			
			Total Item # 1,2&3	

Optional

Item #	Description	Quantity (A)	Unit Price (B)	Evaluated Price (AxB)
1	Brake Kits	28		
	StopTech Front Calipers (Set) or equivalent			
	StopTech Rear Calipers (Set) or equivalent			
	StopTech Brake Pads, Front (Set) or equivalent			
	StopTech Brake Pads, Rear (Set) or equivalent			
	StopTech Brake Rotor, Front, Right or equivalent			
	StopTech Brake Rotor, Front, Left or equivalent			
	StopTech Brake Rotor, Rear, Right or equivalent			
	StopTech Brake Rotor, Rear, Left or equivalent			
	StopTech Brake Lines, Front (Set of 2) or equivalent			
	StopTech Brake Lines, Rear, Right or equivalent			
	StopTech Brake Lines, Rear, Left or equivalent			
2	18" Wheel Assemblies	15		
	Rim to fit 2014 to 2016 Toyota Land Cruiser 200 (Set of 5)			
	Run Flat System (Set of 5)			
	BF Goodrich All-Terrain T/A OK2 (Set of 5) or equivalent			
3	18" Wheel Assemblies	13		
	Rim to fit 2014 to 2016 Toyota Land Cruiser 200 (Set of 5)			
	Run Flat System (Set of 5)			
	Michelin Defender LTX M/S (Set of 5) or equivalent			
			Total Item # 1,2&3	

ANNEX B – STATEMENT OF REQUIREMENT

UPGRADE OF AV TIRES & BRAKING SYSTEMS

1.0 Scope

1.1 Objective:

To upgrade AVs in the GAC Fleet from 17" wheel assemblies and braking systems to 18" wheel assemblies and braking systems.

1.2 Background:

AWCT has the mandate to purchase and armour Toyota Land Cruiser 200s that addresses a long-standing issue regarding the effective operation, maintenance and distribution of AVs at our Missions abroad. This is predominantly based on the need for the replacement of older, poorly functioning AVs currently in situ. This effort was included and approved within the recently approved and funded Duty of Care initiative.

GAC currently has twenty-eight (28) AVs produced between the years 2014 and 2016 using 17" wheel assemblies & braking systems. These AVs are not scheduled for the LCRP in the near future. GAC must upgrade all 28 of these AVs to the 18" Wheels & Braking systems to render the entire GAC AV Fleet standardized, with the purpose of speeding up repairs, as well as maintaining a standardized safety level for all AVs. The goal is to reduce the number of non-operational AVs in need of repairs at any given time. VINs for the vehicles to be upgraded will be provided either upon request from the Bidder or as directed by the Contracting Authority.

1.3 Terminology:

- | | |
|--------------------|---|
| • GAC | Global Affairs Canada |
| • AWCT | Physical Security Programs |
| • LCRP | Life Cycle Replacement Program |
| • SOW | Statement of Work |
| • DOC | Duty of Care |
| • AVs | Armoured Vehicles |
| • TLC 200 | Toyota Land Cruiser 200 |
| • Braking Systems | StopTech Brakes as per 2.1.1 |
| • Wheel Assemblies | Rim, Run Flat & Tire as per 2.1.2 and 2.1.3 |
| • P/N | Part Number |

2.0 Requirements:

GAC must upgrade twenty-eight vehicles using 18" wheel assemblies and brake kits. GAC requires 28 complete brake kits, 5 wheel assemblies per AV for 15 AVs (using BF Goodrich All-Terrain T/A OK2 tires or equivalent) and 5 wheel assemblies per AV for 13 AVs (using Michelin Defender LTX M/S tires or equivalent). The wheel assemblies and brake kits will be shipped to GAC HQ in Ottawa, for the purpose of re-distribution to Missions when and where required.

The Original Equipment Manufacturer numbers for the braking components are as follows. These are listed only so the mounting requirements for the upgraded braking components are known.

Brake Rotor	2014-2015	43512-60180
Brake Rotor	2016	43512-60210
Brake Caliper (Left)	2014-2015	47750-60280
Brake Caliper (Left)	2016	47730-60320
Brake Caliper (Right)	2015-2015	47730-60280
Brake Caliper (Right)	2016	47730-60320
Brake Pads	2014-2016	04465-60280
Brake Lines (Left)	2014-2016	90947-02G84
Brake Lines (Right)	2014-2016	90947-02G83
Wheel	2014-2016	PTR45-34120

2.1 Deliverables and Minimal Technical Criteria's:

2.1.1 Quantity 28 Brake Kits: Each Brake Kit must include the following parts or equivalent. Once equipped the vehicle must come to a complete stop from 80-0 Km/h in no more than 35m. Independent certification must be provided indicating that the Braking System meets this minimum specification.

- a. To include 1 set of StopTech Front Calipers (P/N 73.00C.6P05 or equivalent)
 - i. 6-piston fixed caliper (2-piece)
 - ii. Piston Diameter – 42mm
 - iii. Dimensions – W 175.3 x H 319.4 x L 110 mm
 - iv. Integrated fastening with 2 threaded holes for fastening with original screws
 - i. Version A: M12 x 1.25 x 35mm
 - ii. Version B: M14 x 1.5 x 35mm
- b. To include 1 set of StopTech Rear Calipers (P/N 73.00C.4205 or equivalent)
 - i. 4-piston fixed caliper (2-piece)
 - ii. Piston Diameter – 38mm
 - iii. Dimensions – W 158.7 x H 274.5 x L 90.1 mm
 - iv. Integrated fastening with 2 threaded holes for fastening with original screws
 - i. Version A: M12 x 1.25 x 25mm
 - ii. Version B: M14 x 1.5 x 35mm
- c. To include 1 set of StopTech Brake Pads, Front (P/N 306.10270 or equivalent)
 - i. Width – 175.4 mm
 - ii. Height – 78.0 mm
 - iii. Thickness – 22.0 mm

- d. To include 1 set of StopTech Brake Pads, Rear (P/N 63.309.1303.1 or equivalent)
 - i. Width – 143.8 mm
 - ii. Height – 55.5 mm
 - iii. Thickness – 18.0 mm
- e. To include 1 StopTech Brake Rotor, Front, Right (P/N 30.00A.1014 or equivalent)
 - i. 354 mm x 34 mm thick
 - ii. Internally ventilated
 - iii. Connection – LK 5x150 internal centering 112
- f. To include 1 StopTech Brake Rotor, Front, Left (P/N 30.00A.1013 or equivalent)
 - i. 354 mm x 34 mm thick
 - ii. Internally ventilated
 - iii. Connection – LK 5x150 internal centering 112
- g. To include 1 StopTech Brake Rotor, Rear, Right (P/N 30.00A.1024 or equivalent)
 - i. 354 mm x 28 mm thick
 - ii. Internally ventilated
 - iii. Connection – LK 5x150 internal centering 112
- h. To include 1 StopTech Brake Rotor, Rear, Left (P/N 30.00A.1023 or equivalent)
 - i. 354 mm x 28 mm thick
 - ii. Internally ventilated
 - iii. Connection – LK 5x150 internal centering 112
- i. To include 1 set of StopTech Brake Lines, Front (P/N 950.44033 or equivalent)
 - i. Stainless Steel Flex Braided
 - ii. Length – 482.7mm
- j. To include 1 set of StopTech Brake Line, Rear, Right (P/N 950.44532 or equivalent)
 - i. Stainless Steel Flex Braided
 - ii. Length – Inside Line: 330.3mm Outside Line: 482.7mm
- k. To include 1 set of StopTech Brake Line, Rear, Left (P/N 950.44531 or equivalent)
 - i. Stainless Steel Flex Braided
 - ii. Length – Inside Line: 285.8mm Outside Line: 482.7mm

2.1.2 Quantity 15 Wheel Assemblies: Each Wheel Assembly must include the following parts or equivalent.

- a. To include 5 rims to fit 2014 to 2016 Toyota Land Cruiser 200s. They must be able to support the modified GVWR of the armoured vehicle (5500KG) and have a load rating of 125Q. The rims do not have to be of a specific material type as long as they are able to support the modified GVWR. The rim must also provide a minimum of 1" clearance between the caliper and the inside of the rim once mounted.
 - i. Rim – 8Jx18 ET60
 - ii. Pitch Circle Diameter - 5x150
 - iii. Center Bore – 110 mm
 - iv. Thread Size – M14 x 1.5

- v. Wheel Load Rating (min) – 1515kg
 - b. To include 5 run flat systems. Each wheel assembly, including the spare tire, must be fitted with a full-size RODGUARD run flat or equivalent. Requirements for the run flats are a minimum of 50 km at 50 km/hr.
 - c. To include 5 BF Goodrich All-Terrain T/A OK2 or equivalent. Tires size LT285/65R18 (125Q)
- 2.1.3 Quantity 13 Wheel Assemblies: Each assembly must meet the following Minimum Technical Specifications
- a. To include 5 rims to fit 2014 to 2016 Toyota Land Cruiser 200s. They must be able to support the modified GVWR of the armoured vehicle (5500KG) and have a load rating of 125Q. The rims do not have to be of a specific material type as long as they are able to support the modified GVWR. The rim must also provide a minimum of 1" clearance between the caliper and the inside of the rim once mounted.
 - i. Rim – 8Jx18 ET60
 - ii. Pitch Circle Diameter - 5x150
 - iii. Center Bore – 110 mm
 - iv. Thread Size – M14 x 1.5
 - v. Wheel Load Rating (min) – 1515kg
 - b. To include 5 run flat systems. Each wheel assembly, including the spare tire, must be fitted with a full-size RODGUARD run flat or equivalent. Requirements for the run flats are a minimum of 50 km at 50 km/hr.
 - c. To include 5 Michelin Defender LTX M/S or equivalent. Tire size LT285/65R18 (125Q)
- 2.1.4 Any item listed in sections 2.1.1, 2.1.2 and 2.1.3 of the Statement of Requirements must be compatible with all other items in the referenced sections.

2.2 Delivery Point and Time Frame

All the deliverables must be received no more than 60 days from the awarding of the contract to:

Boyd Commercial Warehouse & Dist. Services Limited
1255 Humber Place
Ottawa ON K1B 3W2

2.3 Tasks

2.3.1 Manufacturing

All 28 sets of 5 wheel assemblies listed in sections 2.1.2 and 2.1.3 of the Statement of Requirements must arrive completely assembled.

2.3.2 Packaging

All 28 sets of wheels & braking systems are to be shipped separated as follows. One complete wheel assembly (set of 5) and one complete brake kit packaged together, identified by the tire brand and model.

Solicitation No. - N° de l'invitation
08342-190082/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
HP929

Client Ref. No. - N° de réf. du client
08342-190082

File No. - N° du dossier
hp929.08342-190082ME

CCC No./N° CCC - FMS No./N° VME

ANNEX “C” TO PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

() Direct Deposit (Domestic and International);

() Electronic Data Interchange (EDI);