



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**AMENDMENT NO.
N° DE LA MODIFICATION**
001

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

DLP53BidsReceiving.DAAT53Receptiondessoumissions@forces.gc.ca

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Title – Titre Spare Parts for Trailers 2021 / Pièces de rechange pour remorques 2021	Solicitation No. – N° de l'invitation W8486-228069/A
Date of Amendment – Date de modification 2021-07-30	
Address Enquiries to: – Adresser toutes questions à : National Defence Headquarters 101 Colonel By Drive Ottawa ON K1A 0K2 Attn: Alexander Reynolds, DLP 5-2-6-2 alexander.reynolds@forces.gc.ca	
Telephone No. – N° de telephone N/A	FAX No. – N° de fax N/A
Destination Please See Annex A – Destination Veuillez voir l'annexe A - Destination	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

**Solicitation Closes –
L'invitation prend fin**

At: – à : 14 :00

On: – le : 2021-08-16

Delivery Required – Livraison exigée See herein.
Vendor Name and Address – Raison sociale et adresse du fournisseur
Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie) Name – Nom _____ Title – Titre _____
Signature _____ Date _____

Amendment 001 is raised to provide answers to bidder questions dated 2020-11-19 & 2021-07-23

La modification 001 vise à fournir des réponses de questions des soumissionnaires datées du 2021-07-23

Question 1:

EN: In regards to item 3 NSN 2590-21-920-6819, one of the main subcomponents for the assembly on drawing #9780994 (item 19 p/n: 1205103) is no longer available. Does the department have the performance specifications required for this item so it can be cross referenced to another manufacturer?

FR: En ce qui concerne l'article 3 NNO 2590-21-920-6819, l'un des principaux sous-composants pour l'assemblage sur le dessin #9780994 (article 19 p/n : 1205103) n'est plus disponible. Le département a-t-il les spécifications de performance requises pour cet article afin qu'il puisse être référencé par un autre fabricant ?

Answer / réponse 1:

EN: The cylinder part from Princess Auto is comparable. Please use the image below:

POWERSTROKE UTILITY CYLINDERS

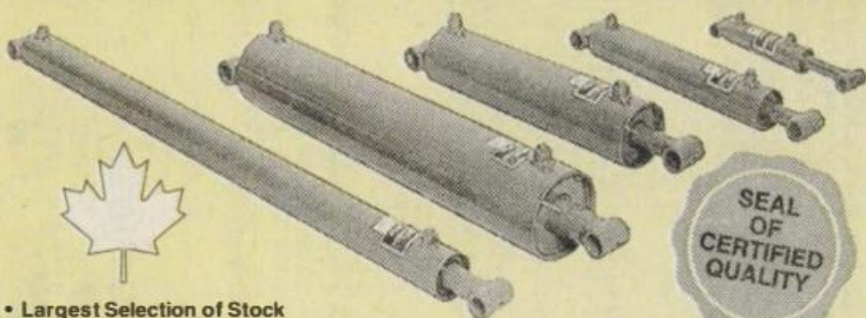
- Largest Selection of Stock Cylinders in Canada • 1.5" to 6" Bore
- 4" to 48" Stroke • Hard Prechromed Piston Rods for Corrosion Resistance
- Honed D.O.M. Tubing for Prolonged Seal Life and Smooth Operation
- All SHUR-LIFT Cylinders Are Pressure Tested For Weld and Seal Integrity
- 2,500 PSI Working Pressure • Rated @ 4,000 PSI Shock Load • Our Precision Cylinders Meet or Exceed CSA Spec. #Z299.2, Ford Spec. Q101 and Military Spec. #MIL-1-45208 and #DND1016 Insuring Maximum Quality.

	Stroke	Retracted Length	Extended Length	Shaft Size	Wt. (lbs.)	ITEM	PRICE
1-1/2" bore							
3/4" dia. pinholes	4"	12"	16"	1"	7	1205087	96.99
1/4" NPT port size	6"	14"	20"	1"	8	1205095	101.99
Base pineye width 2"	8"	16"	24"	1"	9	1205103	106.99
Rod pineye width 2"	10"	18"	28"	1"	10	1205111	114.99

1,767 lbs. push @ 1,000 PSI

FR: La pièce de cylindre de Princess Auto est comparable. Veuillez utiliser l'image ci-dessous :

POWERSTROKE UTILITY CYLINDERS



SEAL OF CERTIFIED QUALITY

- Largest Selection of Stock Cylinders in Canada • 1.5" to 6" Bore
- 4" to 48" Stroke • Hard Prechromed Piston Rods for Corrosion Resistance
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REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

DLP53BidsReceiving.DAAT53Receptiondessoumissions@forces.gc.ca

(NOTE TO BIDDER: PLEASE INCLUDE THE PROCESS SOLICITATION NUMBER IN E-MAIL SUBJECT LINE)

(NOTE AU SOUMISSIONNAIRE: S.V.P., IDENTIFIEZ LE SUJET DE VOTRE COURRIEL AVEC LE NO. DE L'INVITATION)

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Solicitation Closes – L'invitation prend fin

At – à : 14:00

On - le : 2021-08-16

Title/Titre Spare Parts for Trailers 2021 / Pièces de rechange pour remorques 2021	Solicitation No – N° de l'invitation W8486-228069/A
Date of Solicitation – Date de l'invitation 2021-07-07	
Address Enquiries to – Adresser toutes questions à National Defence Headquarters 101 Colonel By Drive Ottawa ON K1A 0K2 Attn: Alexander Reynolds, DLP 5-2-6-2 alexander.reynolds@forces.gc.ca	
Telephone No. – N° de téléphone N/A	FAX No – N° de fax N/A
Destination Please See Annex A – Destination Veuillez voir l'annexe A - Destination	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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1.0 GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement.

1.2 Statement of Requirement

The requirement is detailed in Annex A - Requirement & Price.

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 Canadian Free Trade Agreement (CFTA) and Canada–Korea Free Trade Agreement.

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Subsection 5.2(d), Submission of Bids, is deleted in its entirety and replaced with the following: Send its bid only to the address specified in the bid solicitation.

c) Subsection 5.4, Submission of Bids, is amended as follows: Delete: 60 days Insert: 90 calendar days.

d) Section 6, Late Bids, is deleted in its entirety.

e) Section 7, Delayed Bids, is deleted in its entirety and replaced with the following: 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.

f) Section 8, Transmission by facsimile or by epost Connect, is deleted in its entirety.

g) Subsection 20.2, Further Information, is deleted in its entirety.

2.1.1 SACC Manual Clauses

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 and NSCM/CAGE 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, specification, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within 15 calendar days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

Equivalent Products and Replacement Part Number from OEM – Samples

1) If the Bidder offers an equivalent product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

2) The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 15 calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirement of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

2.2 Electronic Submission of Bids

a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).

b) Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND 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. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Enquiries - Bid Solicitation

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

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

2.4 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 Availability of Drawings

Drawings are available upon request. Bidders are to fax their request for drawings to: DND - Attention: Contracting Authority, Email: alexander.reynolds@forces.gc.ca specifying the Solicitation File No. Bidders are responsible to request drawings early enough to ensure that the drawings are received (through regular mail) before bid closing. Drawings for all items referred to in this Request for Proposal will be forwarded to interested bidders as a Technical Data Package (TDP) under a separate cover.

It should be noted that the drawings have been inadvertently identified as Proprietary to the Contractor who developed the drawings. The Crown has received official correspondence from the Contractor noting that these drawings have been misidentified and the Crown has unlimited rights to use these drawings in accordance with the Contract(s) under which the drawings were developed.

In order to receive a TDP, the proposed Bidder must return a signed copy of Annex C - Non Disclosure Agreement to the Contracting Authority on page 1 of this Request for Proposal. It is to be duly signed by a senior representative of the company. The TDP will not be released to any bidder without receipt of the Non-Disclosure Agreement. Bidders are advised that the Contractor who developed the drawings will be provided with a copy of each signed Non-Disclosure Agreement. He will also be advised when each copy of the TDP has been returned to the Crown.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (electronic copy)

Section II: Financial Bid (electronic copy)

Section III: Certifications (electronic copy)

Section IV: Additional Information (electronic copy)

Bidders must use the table in Annex A – Requirement & Price to indicate pricing.

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.

Section II: Financial Bid

Bidders must submit their financial bid as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) as indicated in Annex A - Destination Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

Pricing - Multi-Item Bid Solicitation

Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical Nato Stock Numbers in order to be evaluated. Bidders may withdraw one or more items from their bid, after bid closing but prior to contract award, by advising, in writing, the Contracting Authority.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex B - 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.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

4.1.1 Technical Evaluation

Bidders must provide the Part Number or equivalent as noted in Annex A Requirement and Price.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) indicated in Annex A - Destination Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

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 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 otherwise specified, 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.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below must be submitted with the bid. 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 [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 \(ESDC\)](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

PART 6 RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Requirement

The requirement is detailed in Annex A - Requirement & Price.

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 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.

6.3.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

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

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before 90 calendar days after contract award.

6.4.2 Shipping Instructions

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

1. Incoterms 2010 "DDP Delivered Duty Paid" as indicated in Annex A - Destination
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

a. 7 CF Supply Depot Lancaster Park
Edmonton, Alberta
Telephone: 780-973-4011, ext. 4524

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alexander Reynolds
Title: Procurement Officer
Department of National Defence
Directorate: Directorate Land Procurement

Address: 101 Colonel By Drive
Ottawa, ON
K1A 0K2
DLP 5-2-6-2

Telephone: 613-400-1803

E-mail address: alexander.reynolds@forces.gc.ca

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

6.5.2 Project Authority

The Technical Authority for the Contract is:

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

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.

6.5.3 Contractor's Representative

The Contractor's representative for the Contract is:

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex A Requirement & Price for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

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

6.6.2 Method of Payment

[H1000C](#) (2008-05-12) Single Payment

6.6.3 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. Wire Transfer (International Only)

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) A copy of the release document and any other documents as specified in the Contract.

2. Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the addresses found in Annex A Destination for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The general conditions [2010A](#) (2020-05-28) General Conditions;
- (c) Annex A Requirement & Price;
- (d) The Contractor's bid dated _____

6.11 Defence Contract

[A9006C](#) (2012-07-16) Defence Contract

6.12 Insurance

[G1005C](#) (2016-01-28) Insurance

6.13 Packaging Requirement

[D2000C](#) (2007-11-30), Markings

[D2001C](#) (2007-11-30), Labelling

[D2025C](#) (2017-08-17), Wood Packing Materials

[D6010C](#) (2007-11-30), Palletization

D3018C (2014-09-25), Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare item number(s) 1 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number(s) 1 in quantities of *up to a maximum of 100* by package.

D3013C (2007-11-30), Preparation for Delivery - Canadian-based Contractor

1. Preservation and packaging for items 2, 3, 4 must be in accordance with the Canadian Forces packaging specification *D-LM-008-001/SF-001*, and must be marked to *D-LM-008-002/SF-001*. Form Level B Pkg Data Form Req'd must be in accordance with *D-LM-008-011/SF-001*.

2. Packaging data forms previously approved by Canadian authorities are acceptable.

3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

6.14 Quality Assurance

[D5545C](#) (2019-05-30), ISO 9001:2008 Quality Management Systems Requirement (Quality Assurance Code C)

ANNEX A

Destination

	Destination Address / Adresse de destination	Invoicing Address / Adresse de facturation	International Commercial Terms / Termes commerciaux internationaux
MONTREAL DEPOT / DÉPÔT DE MONTRÉAL	Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E. Montreal, Quebec H1N 1V9 Canada	Department of National Defence CFSD Montreal P.O. Box 4000 Stn K Montreal, Quebec H1N 3R9 Attention: Compte Payables	Delivery Duty Paid (DDP)
EDMONTON DEPOT / DÉPÔT D'EDMONTON	Department of National Defence 7 CF Supply Depot 195 Ave & 82nd St., Bldg. 236 Edmonton, Alberta T5J 4J5 Canada	Department of National Defence 7 CF Supply Depot Stn Forces, P.O. Box 10500 Edmonton, Alberta T5J 4J5 Attention: Accounts Payable	Delivery Duty Paid (DDP)

Requirement & Price

Item / Article	NSN / NNO	Description / Description	Part No. / No de pièce.	NCAGE / Code EEPO	Quantity / Quantité	Destination And Invoice Address / Adresse de destination et de facturation	Packaging Clause / Clauses d'emballage	Firm Unit Price Excluding Taxes / Prix unitaire ferme hors taxes
1	2540-21-914-7174	BOX,ACCESSORIES STOWAGE / COFFRE,RANGEMENT D'ACCESSOIRES	9576077 9576077-1	35907 35907	20	Montreal	D-LM-008-036/SF-000	
2	2530-01-348-2989	ACTUATOR ASSEMBLY,H / *ACTUATOR ASSEMBLY,H	11675013 16082	19207 1JZ80	45	Montreal	036 / LEVEL B	
3	2590-21-920-6819	HYDRAULIC LIFT ASSEMBLY./ *HYDRAULIC LIFT ASSEMBLY.	9780994 9780994-1	35907 35907	8	Montreal	036 / LEVEL B	
4	2510-21-910-8672	SPRING ASSEMBLY,LEAF / RESSORT A LAMES	9175628 9175628-1	35907 35907	25	Montreal	036 / LEVEL B	

Note to Bidder: Please use the Requirement & Price table to indicate your pricing, please provide the pricing in the last column "Firm Unit Price Excluding Taxes / Prix unitaire ferme hors taxes."

ANNEX B

Electronic Payment Instruments

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

- Direct Deposit (Domestic and International)
- Electronic Data Interchange (EDI)
- Wire Transfer (International Only)

ANNEX C

NON-DISCLOSURE AGREEMENT

The bidder hereby acknowledges that this technical data package contains Commercially Confidential information. Interested bidders are to return the signed and scanned certification below by email to the individual identified on page one of this Request for Proposal.

The proposed bidder hereby agrees:

- a. To maintain the confidentiality of this Technical Data Package (TDP);
- b. That that information contained within the TDP will not be copied, disclosed or provided to another party without the consent of Canada;
- c. To not use the Technical data except as may be necessary to carry out the work for Canada;
- d. To ensure that any prospective subcontractor is subject to the same Conditions;
- e. Return the TDP to the Contracting Authority prior to bid closure for this solicitation if no bid is made; and
- f. Return the TDP to the Contracting Authority within five (5) days after being requested to do so by the Contracting Authority.

Certification of a senior official:

Name: _____

Title: _____

Company: _____

Address: _____

Telephone number: _____

Email Address: _____

Signature and Title: _____

Date: _____