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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

This bid solicitation is being issued to satisfy the requirement of Department of National Defence for the Land Command Support System (LCSS) - Headsets, Handsets, Microphones and Speakers & Electrical Hardware and Supplies N5965 & N5975. It is intended to result in the awarding of up to two (2) contract(s) for the requirement that is detailed in Annex A - Line Item Details.

Quantities of Items 001 and 002 must be delivered on or before *01 February 2023*.

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 (CA) within seven (7) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

1.4 Trade Agreements

Due to the dollar value of this requirement, Canada is subject to the following trade agreements:

- Canadian Free Trade Agreement (CFTA)
- Canada-Chile Free Trade Agreement
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- Canada-Colombia Free Trade Agreement
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- Canada-Honduras Free Trade Agreement
- Canada-Korea Free Trade Agreement
- Canada-Panama Free Trade Agreement
- Canada-Peru Free Trade Agreement
- Canada-Ukraine Free Trade Agreement
- World Trade Organization-Agreement on Government Procurement (WTO-GPA)

1.5 Comprehensive Land Claims Agreement(s)

The resulting contract will not include deliveries of services and goods within locations of Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services and goods within locations of Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.



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

2003 (2020-05-28) Standard Instructions- Goods or Services – Competitive Requirement, Section 01, Subsection 3a), Integrity Provisions - Bid, is deleted in its entirety and replaced with the following:

a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy - Government of Canada's Integrity Regime - Accountability - PSPC \(tpsgc-pwgsc.gc.ca\)](https://www.tpsgc-pwgsc.gc.ca/ineligibility-and-suspension-policy). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

2003 (2020-05-28) Standard Instructions- Goods or Services – Competitive Requirement, Section 02, Procurement Business Number, is deleted in its entirety

2003 (2020-05-28) Standard Instructions- Goods or Services – Competitive Requirement, Section 05, Subsection 2.d, Submission of bids, is deleted in its entirety and replaced with the following:

2. It is the Bidder's responsibility to:

d. send its bid only to the Department of National Defence organization receiving the bids as specified on the cover page of the bid solicitation;

2003 (2020-05-28) Standard Instructions- Goods or Services – Competitive Requirement, Section 05, Subsection 5.4, Submission of bids, is amended as follows:

Delete: 60 days
Insert: 90 days

2003 (2020-05-28) Standard Instructions- Goods or Services – Competitive Requirement, Section 06, Late Bids, is deleted in its entirety.

2003 (2020-05-28) Standard Instructions- Goods or Services – Competitive Requirement, Section 07, 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 resulting in late submission of bids will not be accepted.

2003 (2020-05-28) Standard Instructions- Goods or Services – Competitive Requirement, Section 08, Subsection 1, Transmission by Facsimile, is deleted in its entirety.



2003 (2020-05-28) Standard Instructions- Goods or Services – Competitive Requirement, Section 13, Communications – solicitation period, is deleted in its entirety and replaced with the following:

To ensure the integrity of the competitive bid process, inquiries and other communications regarding the bid solicitation must be directed only to the *PMO ACSV Bid Receiving Unit* identified on the cover page of the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, Canada will submit all significant inquiries received and their replies directly to invited Bidders by electronic mail. For further information, consult Section 05, Submission of Bids, and Subsection 3.

2003 (2020-05-28) Standard Instructions- Goods or Services – Competitive Requirement, Section 20, Subsection 02, Further Information, is deleted in its entirety.

2.1.1 SACC Manual Clauses

B1000T (2014-06-26), Condition of Material - Bid

A7035T (2007-05-25), List of Proposed Subcontractors

2.2 Submission of Bids

Unless otherwise specified in the bid solicitation or directed by the Contracting Authority, bids must be received by the Contracting Authority by electronic mail by the date and time indicated on page one (1) of the bid solicitation.

Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or those that include other factors such as embedded macros and/or links, 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. 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 date and time to confirm receipt. Technical and financial documents received after the closing date and time will not be accepted.

2.2.1 Confidential Information for Bidding

In order to prepare a bid in response to the bid solicitation, suppliers must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that bidders sign a Confidentiality Agreement substantially in the form set out in **Annex C** before being given access to such information at a facility identified in the bid solicitation or before it is provided to them as part of the bid solicitation

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 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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



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: one (1) soft copy submitted by e-mail;
Section II: Financial Bid: one (1) soft copy submitted by e-mail;
Section III: Certifications: one (1) soft copy submitted by e-mail; and
Section IV: Additional Information: one (1) soft copy submitted by e-mail.

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

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

- a) use 8.5 x 11 inch (216 mm x 279 mm) page size; and
- b) use a numbering system that corresponds to the bid solicitation
- c) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- d) Include a table of contents.
- e) Soft copies will be accepted in any of the following electronic formats:
 - Portable Document Format (.pdf)
 - Microsoft Word 97/2000 (.doc)
 - Microsoft Excel 97/2000 (.xls)

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirement, identified in Part 1 (Section 1.2) of this document.

3.2 No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

Section II: Financial Bid

For the firm quantities identified in Annex A Line Item Details, Bidders must submit firm prices, Delivered Duty Paid (DDP) to the shipping addresses identified, Applicable Taxes excluded.

Bids must be submitted in Canadian dollars.

3.3 Pricing – Multi-Item Bid Solicitation

Bidders do not have to quote a price for every Item in Annex A in the bid solicitation in order to be evaluated.



3.4 Electronic Payment of Invoices - Bid

Canada requests that Bidders [complete option 1 or 2](#) below:

1. Electronic Payment Instruments will be accepted for payment of invoices.
The following Electronic Payment Instrument(s) are accepted:

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

2. Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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

3.5 Exchange Rate Fluctuation

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

Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

3.6 Delivery Offered

While delivery is requested on or before the dates specified in Part 1 Section 1.2, the best delivery date that is offered is ([insert best delivery date here](#)).



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

4.1.1 Technical Evaluation

All bids must be completed in full and provide all information requested in the bid solicitation to enable full and complete evaluation.

The bid must meet the Technical Criteria specified in Annex A – Line items details. The Bidder must provide the necessary documentation to support compliance with this requirement including technical specification sheets, drawings and part number. The stock code (NSN) must be provided as well if applicable.

Bids which fail to meet the Mandatory Technical Criteria will be declared non-responsive. Each Mandatory Technical Criterion should be addressed separately.

4.1.2 Financial Evaluation

4.1.2.1 Price Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (destination), Applicable Taxes extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

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 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 – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-rev-eng.html>), the Bidder must provide the required documentation, as applicable, 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 Condition of Material 2010A 05 (2008-05-12)

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

5.3 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 (<https://www.canada.ca/en/services/jobs/workplace/human-rights.html>) available from Employment and Social Development Canada (ESDC) - Labour's website.

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 the Contract.

6.2 Requirement

The Contractor must provide the items detailed under Annex A - Line Item Details.

6.2.1 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods

B1501C (2018-06-21), Electrical Equipment

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>) 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 amended as follows:

Section 01 (2016-04-04) Interpretation

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

Insert: “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 _____ *(To be inserted at contract award)*

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Section 6.14 Shipping Instructions – Delivery to Destination of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is: *(To be inserted at contract award)*

Name:

Title and designation:

Organization:

Address: National Defence Headquarters

Telephone:

E-mail address:

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

The Technical Authority for the Contract is: *(To be inserted at contract award)*

Name:

Title and designation:

Organization:

Address: National Defence Headquarters

Telephone:

E-mail address:

The Technical Authority named above is DND's representative 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 Requirement



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

6.5.3 Contractor's Representative

Name and telephone number of the person responsible: *(To be inserted at contract award)*

General Enquiries

Delivery Follow-Up

Name:

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 firm unit prices, as specified in Annex A, totaling \$_____ *(To be inserted at Contract Award)*, in Canadian Dollars, Customs duties included, and Applicable Taxes extra.

6.6.2 SACC Manual Clauses

H1001C (2008-05-12), Multiple Payments

6.6.3 Electronic Payment of Invoices

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

- a) Direct Deposit (Domestic and International);
- b) Electronic Data Interchange (EDI); or
- c) Wire Transfer (International Only).

6.6.4 SACC Manual Clauses

G1005C (2016-01-28), Insurance – No Specific Requirement

6.6.5 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.



6.7 Invoicing Instructions

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.

- a) In accordance with the section entitled "Invoice Submission" of the General Conditions 2010A (2020-05-28);
- b) Supported by a copy of the release document and any other documents as specified in the Contract; and
- c) In electronic format only to the Contracting Authority, thereby reducing printed material.

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 Ontario.

6.10 Priority of Documents

If there is a discrepancy between the wordings 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);
- c) Annex A Line Item Details;
- d) Annex C – Confidentiality Agreement
- e) Annex B – Basis of Payment
- f) The Contractor's bid dated _____, *(inserted date of bid)*, as amended on _____ *(insert date(s) of amendment(s), if applicable)*.

6.11 Defence Contract

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

6.12 Quality Assurance

6.12.1 SACC Manual Clauses

SACC Manual clause [D5545C](#) (2019-05-30) ISO 9001:2015 - Quality Management Systems – Requirements (Quality Assurance Code C)



6.13 Packaging Requirement

The Contractor must prepare item number 001 and/or 002 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number 001 and/or 002 in quantities of one (1) by package.

SACC *Manual* clause [D2000C](#) (2007-11-30) Marking
SACC *Manual* clause [D2001C](#) (2007-11-30) Labelling
SACC *Manual* clause [D6010C](#) (2007-11-30) Palletization
SACC *Manual* clause [D2025C](#) (2017-08-17) Wood Packaging Materials
SACC *Manual* clause [D9002C](#) (2007-11-30) Incomplete Assemblies

6.14 Shipping Instructions – Delivery to Destination

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

1. Incoterms 2010 "DDP Delivered Duty Paid"
 - a. 25 CF Supply Depot
Montréal, Québec
Telephone: 514-252-2777

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. 25 CF Supply Depot
6363 boul. Notre Dame Est
Montréal, Québec, H1N 3R9
25DAFCTrafficRDV@forces.gc.ca



ANNEX "A", LINE ITEM DETAILS

Document attached separately: Annex A – Line Item Details.



ANNEX "B", BASIS OF PAYMENT

To be inserted at Contract Award



ANNEX "C", CONFIDENTIALITY AGREEMENT

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE DEPARTMENT OF NATIONAL DEFENCE.

The description of the requirement of bid solicitation No. W847L-220152 contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

Supplier's legal name: _____ (the Supplier) agrees that:

- a. it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
- b. it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
- c. at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.

The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.

Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:

- a. is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
- b. is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
- c. is independently developed by the Supplier; or
- d. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Supplier's legal name

Signed by its authorized representative

Date