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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement.

1.2 Requirement

The requirement is detailed in Annex "A", Line Item Details.

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

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/22) 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 <u>2003</u> (2023-06-08) 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) Section 20(2), Further Information is deleted in its entirety;
- c) Subsection 2.d. of Section 05, 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.

- d) Section 06, Late Bids, is deleted in its entirety;
- e) The text under Section 07, Delayed Bids, is deleted in its entirety;
- f) Subsection 1 of Section 08, Transmission by Facsimile, is deleted in its entirety.
- g) Add the following sections:

Technical Difficulties of Offer Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

(i)The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR

(ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Offer

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

- 1. That certifications and securities required at bid closing are included.
- 2. That bids are properly signed, that the bidder is properly identified.

Acceptance of the terms and conditions of the bid solicitation and resulting contract.
That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received and the tot technical difficulties Canada was unable to receive them, have been properly submitted and the tot technical difficulties Canada was unable to receive them, have been properly submitted and

received by Canada.

2.2 Requirement – Bid

The requirement is detailed under Article 6.2 of the resulting contract clauses.

2.3 SACC Manual Clauses

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

2.4 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence' Contracting Authority 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.

2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

2.6 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.

2.7 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" 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

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

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

Section I:	Technical Bid (1 electronic copy)
Section II:	Financial Bid (1 electronic copy)
Section III:	Certifications (1 electronic copy)

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and provide a delivery schedule.

Section II: Financial Bid

Bidders must submit their financial bid as follows:

- Bidders must submit firm prices, Delivered Duty Paid (DDP) at 7 Canadian Forces Supply Depot Edmonton Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately, and,
- b) Bidders must submit firm prices, FCA Free Carrier at the Contractor's designated facility, Incoterms 2000, Canadian customs duties, excise taxes and Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately. Bidders must provide the address of the Contractor's shipping point at which the Requirement as noted in Annex A will be made available.
- c) Bids must be submitted in Canadian dollars.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

In their proposals, bidders must demonstrate they meet the following mandatory criteria. Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration.

Criteria	Evaluation Criteria	Requirement				
MA: Specifications						
MA1	Part Number	4.138.010.008 or equivalent				
MA2	Condition	New. No refurbished Final Drives will be accepted.				

4.1.2 Financial Evaluation

Canada reserves the right to award the Contract either FCA at the Contractor's designated facility or DDP at 7 Canadian Forces Supply Depot Edmonton Incoterms 2010.

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 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 Certification Required with the Bid

Bidders must submit the following duly completed certification 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 <u>Forms for the Integrity Regime</u> 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 <u>Ineligibility and Suspension Policy</u> (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 "<u>FCP</u> <u>Limited Eligibility to Bid</u>" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (http://www.labour.gc.ca/eng/standards_equity/eg/emp/fcp/list/inelig.shtml).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled <u>Federal Contractors</u> <u>Program for Employment Equity - Certification</u>, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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 Requirement

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>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.</u>

6.3.1 General Conditions

<u>2010A</u> (2022-12-01), 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", "His Majesty" or "the Government" means His Majesty the King 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.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before 15 Dec 2026.

6.4.2 Shipping Instructions

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

- a) Incoterms 2010 "DDP Delivered Duty Paid" at 7 Canadian Forces Supply Depot Edmonton;
- a) The Contractor must deliver the goods to Canadian Forces (CF) Supply Depot 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.
 - 7 Canadian Forces Supply Depot Edmonton Edmonton, Alberta, Canada Telephone: 780-973-4011, ext. 4520 / 4524 email: Edm-7CFSD-NMDS@intern.mil.ca

OR

Shipping Instructions (Department of National Defence) – Canadian-based Contractor

Delivery will be FCA Free Carrier at Contractor's designated facility, Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

Before shipping the goods, the Contractor must contact the following DND In bound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and to provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination Center (ILCC) Telephone: 1-877-877-7423 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: ILHQOttawa@forces.gc.ca The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

a) the Contract number;

b) consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);

c) description of each item;

d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid);

e) actual weight and dimensions of each piece type, including gross weight; and

f) full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Transportation of Dangerous Goods Regulations, and a copy of the safety data sheet in English and French.

Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.

The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

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.

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

OR

Shipping Instructions (Department of National Defence) – Foreign-based Contractors

Delivery will be FCA Free Carrier at Contractor's designated facility, Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

Before shipping the goods, the Contractor must contact the following DND In bound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and to provide the information detailed at paragraph 3.

> Inbound Logistics Europe Area (ILEA): Telephone: +49-(0)-2451-717199 or 717200 Facsimile: +49-(0)-2451-717189 Email: <u>ILEA@forces.gc.ca</u>

The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:

- a) the Contract number;
- b) consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
- c) description of each item;

- d) the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
- e) actual weight and dimensions of each piece type, including gross weight;
- f) copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1 Canada Customs Invoice (PDF 429KB) - (Help on File Formats);
- g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
- h) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only; and
- full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.

Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.

The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.

If the Contractor delivers the goods at a place and time that 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.

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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shelley McDonald Title: Procurement Officer Department of National Defence Directorate General Land Equipment Program Management Directorate Land Procurement Address: 101 Colonel By Dr., Ottawa (ON), K1A 0K2 Attention: DLP 4-2-2 Telephone: 343-598-0508 Email address: Shelley.McDonald@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 Technical Authority

The Technical Authority for the Contract is:

Name: Title:	
Organization	
Telephone:	

Facsimile:		
Email addres	SS:	

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.

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "B", Pricing Schedule. Customs duties are excluded/included (as applicable), 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.

6.6.3 Multiple Payments

SACC Manual clause <u>H1001C</u> (2008-05-12), Multiple Payments

6.6.4 SACC Manual Clauses

SACC Manual clause C2000C (2007-11-30), Taxes – Foreign-based Contractor

6.6.5 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); or
- c) Wire Transfer (International Only).

6.7 Invoicing Instructions

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

Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.8 Certifications

6.8.1 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.

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

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 <u>2010A</u> (2022-12-01), General Conditions Goods (Medium Complexity);
- c) Annex "A", Line Item Details;
- d) Annex "B", Pricing Schedule;
- e) The contractor's bid dated _____.

6.11 Defence Contract

SACC Manual clause <u>A9006C</u> (2012-07-16), Defence Contract

6.12 Insurance Requirements

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

6.13 Packaging Requirement

The Contractor must prepare items in Annex "A", Line Item Details, 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 items in Annex "A", Line Item Details in quantities of one (1) by package.

SACC Manual clause <u>D2000C</u> (2007-11-30), Markings

SACC Manual clause D2001C (2007-11-30), Labelling

SACC Manual clause <u>D2025C</u> (2017-08-17), Wood Packing Materials

SACC Manual clause D6010C (2007-11-30), Palletization

6.14 Quality Assurance

SACC Manual clause <u>D5545C</u> (2019-05-30), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C) 6.14.1 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c) One (1) copy to the Contracting Authority;
- d) One (1) copy to:

National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON, K1A OK2 Attention: DLP 4-2-6

- e) One (1) copy to the Quality Assurance Representative;
- f) One (1) copy to the Contractor; and
- g) For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON, K1A OK2 Email: ContractAdmin.DQA@forces.gc.ca

6.15 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

ANNEX "A"

LINE ITEM DETAILS

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Security Requiremen	Quality Assurance t Code (QAC)		Trade Agreements
1	NSN: 2520-12-401-1828 Name: FINAL DRIVE,VEHICULAR Manufacturer Part Number: 4.138.010.008 or equivalent NCAGE: D1871	EA	6	Defence 7 CFSD Edmonton 195 Ave & 82nd St Bldg 236 East End EDMONTON ALBERTA T5J 4J5 Canada	Department of National Defence Assistant Deputy Minister Materiel Director General Land Equipment Program Management 101 Colonel By Drive Ottawa, ON, K1A 0K2 Attn: Shelley McDonald Contracting Authority DLP 4-2-2 Email address: Shelley.McDonald@forces.gc.ca	NO	С	NO	YES

ANNEX "B"

PRICING SCHEDULE

A. The Firm Unit Price(s) include(s) deliverables as per Annex A, Line Item Details, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:

ltem	Description of the Deliverables	Quantity	Firm Unit Price: Applicable Taxes extra	Extended Price: Applicable Taxes extra	Total Price: Applicable Taxes included
1	(4.138.010.008 or equivalent, Final Drive, Vehicular)	6	\$	\$	\$

B. The Firm Unit Price(s) include(s) deliverables as per Annex A, Line Item Details, Delivered FCA Free Carrier at Contractor's designated facility, Incoterms 2000:

ltem	Description of the Deliverables	Quantity	Firm Unit Price: Applicable Taxes extra	Extended Price: Applicable Taxes extra	Total Price: Applicable Taxes included
1	(4.138.010.008 or equivalent, Final Drive, Vehicular)	6	\$	\$	\$