



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

**Bid Receiving Mailbox – Réception des
soumissions**

Email – Courriel:
DLP53BidsReceiving.DAAT53receptiondessoumissions
@forces.gc.ca

Title/Titre Light Logistics Vehicle Wheeled (LSVW) – Repair and Overhaul (R&O) – Brake Shoes, VLSR	Solicitation No – N° de l'invitation W8486-249412B
Date of Solicitation – Date de l'invitation 08 July 2024 – le 08 juillet 2024	
Address Enquiries to – Adresser toutes questions à Contracting Authority: Name: Karen Poirier Directorate: DLP 5-3-2 National Defence Headquarters 101 Colonel By Dr. Ottawa, Ontario K1A 0K2	
Telephone No. – N° de téléphone N/A	Email – Courriel Karen.poirier@forces.gc.ca
Destination Specified Herein Précisé dans les présentes	

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 indique(s).

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: 2:00 PM EDT – Eastern Daylight Time –
Heure avancée de l'Est

On – le 08 juillet 2024, 08 July 2024

Delivery required - Livraison exigée See Herein	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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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The Contractor is responsible for the completion of all work related to the R&O services of items specified in this Statement of Work hereinafter including disassembly, cleaning, inspection, repairs, overhaul, re- assembly, calibration, packaging, and preparation for shipment. This Equipment is positioned throughout Canada.

The work must be conducted and completed at the Contractor's Plant. The attached Statement of Work (SOW) defines the work effort required to perform R&O functions. The R&O functions includes, but not limited to handling and repair.

The work under this requirement will be carried out for a period of one (1) year from date of the contract award.

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 fifteen (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

There are no Trade Agreements that apply.

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 (_____) (*insert date*) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following modifications:

- a) Section 2, 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.

2.1.2 Equivalent Products

1. Products that are equivalent in form, fit, function, quality and performance 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.
 - b) provide at least one of the following technical data:
 - i) The manufacturer's engineering drawing (minimum level 2), or
 - ii) Industrial specification data / information sheets from the true (Design Control) manufacturer, or
 - iii) Manufacturer's catalogue of components.
2. Products offered as equivalent in form, fit, function, quality and performance 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.
 - c) the technical documentation fails to have been acquired from the design control authority (note that the technical documentation from a supplier or subsidiary manufacturer is not acceptable).
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request Bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of Bidders, within 5 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.

2.1.3 Equivalent Products and Replacement Part Number from OEM – Samples

4. 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.
5. 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 5 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 Bid Receiving Mailbox by electronic mail by the date and time 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.

2.3 Former Public Servant

For the purposes of this clause, "former public servant" is any former member of a department as defined

In the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

an individual: who has incorporated; a partnership made of former public servants; or sole proprietorship or entity where the affected individual has a controlling or major interest in the entity. "Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment because of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S- 24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

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

- a. date of termination of employment or retirement from the Public Service. The Bidder must provide the following information:
- b. name of former public servant;
- c. conditions of the lump sum payment incentive; date of termination of employment; amount of lump sum payment;
- d. rate of pay on which lump sum payment is based;
- e. period of lump sum payment including start date, end date and number of weeks;
- f. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to an FPS who received a lump sum payment is \$5,000, including Applicable Taxes.2.4

2.4 Enquiries Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly

marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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.

2.6 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 Buy's 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) Suppliers should note that there are strict deadlines for filing complaints, and the time periods they want to challenge any aspect of the procurement process.

2.7 Improvement of Requirements during Solicitation Period.

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation

could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestion.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed copy).

Section I: Technical Bid (1 copy)

Section II: Financial Bid (1 copy)

Section III: Certifications (1 copy)

Section IV: Additional Information (1 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) paper.
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise, and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

To facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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 firm prices, Delivery Duty Paid (DDP) at ([Contractor's shipping point](#)) Incoterms 2010, 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 for shipment. Bids must be submitted in Canadian dollars.

3.1.2 Pricing

Bidders must submit their financial bid as follows:

Bids must be submitted in Canadian dollars.

Bidders must submit firm prices, Delivered Duty Paid (DDP) at the destination of the goods noted in Annex A, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes

3.1.3. Electronic Payment of Invoices – Bid

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

If Annex E “Electronic Payment Instruments” is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.4 Exchange Rate Fluctuation

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 C3011T (2013-11-06) Exchange Rate Fluctuation the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.5 Bidder’s Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General Enquiries

Name:

Telephone:

Facsimile:

E-mail:

Delivery Follow-up

Name:

Telephone:

Facsimile:

E-mail:

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 Evaluation Criteria

Bids must provide all the technical information in the Annex C Mandatory Technical Information. The bids must satisfy all the obligatory criteria.

- a. A bid will be considered not received and will be rejected if it does not respect all the obligatory criteria of the bid submission
- b. Bidders must provide the Part Number or equivalent and the NSCM/CAGE as noted in Annex A Requirement.

4.1.2.1 Financial Evaluation

4.1.2.2 Mandatory Financial Evaluation Criteria

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at _____ (*insert destination of the goods as noted in Annex A*), Incoterms 2010, Canadian Custom Duties and excise taxes included, Applicable Taxes excluded.

Bidders must quote a price for all items with identical NATO Stock Numbers.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest aggregate evaluated price per NATO Stock Number 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 always subject to verification by Canada. 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 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.

5.1.1 Integrity Provisions - Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for Employment Equity "*FCP Limited Eligibility to Bid*" list available at the bottom of the page of the *Employment and Social Development Canada (ESDC) - Labour's website* (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

5.1.2.1 Certification of General Environmental Characteristics

5.1.2.2 The Bidder must select and complete one of the following two declarations for the purposes certificate. The Bidder certifies that the tenderer is registered or meets the ISO 14001 standard.

Signature of the authorized representative of the Bidder

Date OR

a) The tenderer certifies that the tenderer satisfies and will continue to satisfy, throughout the duration of the contract, to a minimum of four (4) of the six (6) criteria identified in the table below. The Bidder must indicate that he meets a minimum of four (4) criteria.

Green practices within the organization	Green practices within the organization
Fosters a paperless environment through guidelines, procedures and / or programs.	
All documents are printed on both sides and in black and white as part of the activities daily, except when instructed otherwise by your client.	
The paper used in the daily activities is made of a minimum of 30% recycled material and has sustainable forest management certification.	
Preferably use environmentally friendly inks and buy remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling in day-to-day operations.	
Recycling bins for paper, paper Newspaper, plastic and aluminum are available and emptied regularly in accordance with the local recycling program.	

 Signature of the authorized representative of the Bidder Date

5.1.2.3 .Additional Certifications Precedent to Contract Award

SACC Manual Clause A3005T (2010-08-16) Statue and Availability of Resources
 The Bidder certifies that, should it be awarded a contract because of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

5.1.2.4 Education and Experience

The Bidder certifies that all the information provided in the resume and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience, and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder will execute all measures of the eventual contract.

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 is responsible for the completion of all work related to the R&O services of the items calibration, testing, packaging, and preparation for shipment. This equipment is positioned throughout Canada. The work will be completed at the Contractors Plant. The attached Statement of Work Annex A (SOW) defines the work effort required to perform R&O functions.

The work under this requirement will be carried out for a period of one (1) year from date of the contract. The Contractor must perform the Work in accordance with:

Annex A Statement of Work (SOW) LSVW Brake Shoes
Annex B Logistic Statement of Work (LOGSOW).

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 (PWGSC).

General Conditions

2010A (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 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 Period of the Contract

The period of the Contract is from date _____ (inserted upon contract award) to 1 year inclusive.

A9022C, 2007-05-25, Instructions to Bidders/Contractors

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Directorate: DLP 5-2-X-X

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario

K1A 0K2

Telephone: _____

E-mail: _____@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: *(To be inserted at Contract Award)*

Name:

Title:

Organization

Address:

Telephone:

E-mail:

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Assurance quality

National Defence Quality Assurance Representative (NDQAR): (to be inserted at contract award)

Department Of National Defence

Director General, Quality Assurance National Defence Headquarters MGen George R. Pearkes Building 101 Colonel by Dr. Ottawa On. K1A 0K2 Tel: ___ Fax: ___ Email:

The NDQAR is the Quality Assurance Authority for all work to be provided under the terms of this contract. The above Authority may delegate their authority and may act through their duly appointed representatives. The NDQAR/Inspection Authority is the representative of the department or agency for whom the Work is being performed under the Contract and is responsible for inspection of the Work and acceptance of the finished work. The NDQAR/Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada inspector who may time to time be assigned in support of the designated Inspector.

6.5.4 Contractors Representative

Name and telephone number of the person responsible for: *(To be inserted at Contract Award)*

General Enquiries :

Name :

Telephone :

E-mail :

Delivery Follow-up

Name:

Telephone:

Facsimile:

E-mail:

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Price(s) Firm Unit Price(s)

SACC Clause, C0207C, 2013-04-25

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex A for a cost of \$_____ (*To be inserted at Contract Award*), in Canadian dollars. 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

SACC Manual clause H1001C (2008-05-12), Multiple Payments

6.6.3 Electronic Payment of Invoices – Contract (*To be inserted at Contract Award*)

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

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

6.7 Invoicing Instructions

6.7.1 Distribution of Invoices

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.
2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
 - a) The original must be e-mailed to the applicable CFSD as per Annex A - Invoice Address.
 - b) One (1) copy must be forwarded or e-mailed to the Contracting Authority identified under the section entitled “Authorities” of the Contract.
 - c) One (1) copy must be forwarded to the consignee for acceptance.

6.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ (*to be inserted at contract award*). Customs duties are excluded and Applicable Taxes are extra. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: when it is 75% committed, or for our months before the contract expiry date, or as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in (To be inserted at Contract Award).

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) 2010A (2022-12-01 General Conditions-Goods (Medium Complexity));
- c) the Requirement, specified in Annex A;
- d) the Contractor's bid dated _____ (To be inserted at Contract Award), as amended on _____ (To be inserted at Contract Award).

6.11 Defence Contract

SACC Manual clause A9006C (2012-07-16), Defence Contract

6.12 Insurance Requirements**6.12.1 Insurance**

Contractor must comply with the insurance requirements specified herein. They must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.12.2. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of National Defence. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character. Cross Liability/Separation of

Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each. Insured in the same manner and to the same extent as if a separate policy had been issued to each. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions. Employees and, if applicable, Volunteers must be included as Additional Insured.

Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non- owned vehicles.

All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

6.12.3 Bailee's Customer's Goods Insurance

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$ 250,000.00. Government Property must be insured on an Actual Cash Value (depreciated cost).

Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

The Bailee's Customer's Goods must include the following:

- a. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence for all loss of or damage to the property however caused.
- d. To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

6.13 Release Documents – Distribution

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

One (1) copy mailed to consignee marked: "Attention: Receipts Officer"

Two (2) copies with shipment (in a waterproof envelope) to the consignee.

One (1) copy to the Contracting Authority.

One (1) copy to: National Defence Headquarters Mgen George R. Parkes Building

101 Colonel by Drive Ottawa, ON K1A 0K2

Attention: to be inserted upon contract award

One (1) copy to the Quality Assurance Representative.
 One (1) copy to the Contractor.
 and For all non-Canadian contractors, one (1) copy to the Contractor.
 DQA/Contract Administration National Defence Headquarters Mgen George R. Pearkes Building
 101 Colonel By Drive, Ottawa, ON K1A OK2
 E-mail: ContractAdmin.DQA@forces.gc.ca

6.14 SACC Clause de Guide des CUA

Reference	Title	Date
<u>A1009C</u>	Work Site Access	2008-05-12
<u>A2000C</u>	Foreign Nationals (Canadian Contractor)	2006-06-16
<u>A9062C</u>	Canadian Forces Site Regulations	2011-05-16
<u>B4042C</u>	Identification Markings	2008-05-12
<u>B7500C</u>	Excess Goods	2006-06-16
<u>B8041C</u>	Catalogue of Material on CD-ROM	2008-05-12
<u>C0207C</u>	Basis of Payment	2013-04-25
<u>C2800C</u>	Priority Ratings	2013-01-28
<u>C2801C</u>	Priority Rating- Canadian Contractors	2022-03-29
<u>C0307C</u>	Cost Submission	2014-06-26
<u>D0035C</u>	Shipping Instructions Department of National Defence	2022-12-01
<u>D2025C</u>	Foreign based contractors Wood Packaging Materials	2017-08-17
<u>D3010C</u>	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
<u>D5510C</u>	Quality Assurance Authority - (DND) - Canadian	2022-05-21
<u>H1001C</u>	Multiple Payments	2008-05-12

6.15 Shipping Instructions

6.15.1 Shipping Instructions (DND) - Canadian-based Contractor SACC D0037C (2016-01-28)

1. Delivery will be DDP Delivery Duty Paid at the Contractor's facilities, Incoterms 2000. The Contractor must load the material 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.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3
 - a. Insert the following for all sole source contracts, except repair and overhaul, where the Contractor is in Canada: 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
 - b. Insert the following for all repair and overhaul contracts where the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border: Inbound Logistics Central Area (ILCA) Telephone: 1-866-371-5420 (toll free) Facsimile: 1-866-419-1627 (toll free) E-mail: ILCA@forces.gc.ca
 - c. Insert the following for all repair and overhaul contracts where the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston: Inbound Logistics Coordination Center (ILCC).
 Telephone: 1-877-877-7423 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: ILHQOttawa@forces.gc.ca
 - d. Insert the following for all repair and overhaul contracts where the Contractor is located in Quebec: Inbound Logistics Quebec Area (ILQA) Telephone: 1-866-935-8673 (toll free), or 1-514-252-2777, ext. 4673, 2852 Facsimile: 1-866-939-8673 (toll free), or 1-514-252-2911 E-mail:

25DAFCTrafficQM@forces.gc.ca

- e. Insert the following for all repair and overhaul contracts where the Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):
Inbound Logistics Atlantic Area (ILAA)
Telephone: 1-902-427-1438 Facsimile: 1-902-427-6237
E-mail: BlogILAA@forces.gc.ca
3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
 - a. the Contract numbers.
 - 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 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.
4. 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.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. 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.
7. 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.

6.15.2 Shipping Instructions (DND) - Foreign Based Contractor – SACC D0035C (2020-07-01)

1. Delivery will be DDP Delivery Duty Paid at the Contractor's 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.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph Insert the following when the Contractor is located in the United States (U.S.): Inbound Logistics Coordination Center (ILCC)
 Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: ILHQOttawa@forces.gc.ca

OR

- a. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland: Inbound Logistics United Kingdom (ILUK):
 Telephone: 011-44-1895-613023, or 011-44-1895-613024, or
 Facsimile: 011-44-1895-613046
 E-mail: CFSUEDetUKMovements@forces.gc.ca
 In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e- mail to: CFSUEDetUKMovements@forces.gc.ca.

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export Items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. Note: To ensure you receive a reply on any contracting information such as Incoterms etc., always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc). or

- b. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland: Inbound Logistics Europe Area (ILEA):
 Telephone: +49-(0)-2203-908-1807 or 2748 or 5304
 Facsimile: +49-(0)-2203-908-2746
 Email: ILEA@forces.gc.ca
 Note: To ensure you receive a reply on any contracting information such as Incoterms etc., always include the e- mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc) or
 - c. Insert the following for U.S. Foreign Military Sales (FMS): Inbound Logistics Coordination Center(ILCC):
 Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) Email: ILHQOttawa@forces.gc.ca Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defence 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.
3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
 - a. The Contract numbers
 - 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)Actual weight and dimensions of each piece type, including gross weight
 - e. 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
 - f. Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - g. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only
 - h. 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 safety data sheet.
4. 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 Transportation Control Numbers and customs documentation.
 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
 6. 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
 7. 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.

6.16 Meeting

6.16.1 Start-up Meeting

The Contractor must contact the Contracting Authority to schedule the start-up meeting. The start-up meeting will take place within three (3) weeks from the effective date of the Contract. The meeting will be convened to review technical, contractual, and procedural requirements. The Contractor must be responsible for the drafting and promulgation of the agenda and minutes for the meeting. The meeting will be held at the Contractor's facilities or a Government of Canada facility, at Canada's discretion, at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

6.16.2 Progress Meetings

Progress Review Meetings (PRM) will take place as and when required, following the start-up meeting. A minimum of one (1) and a maximum of three (3) PRM per year must be scheduled for the duration of the contract and as deemed necessary by either technical authority or Contracting Authority. These meetings will address technical, contractual, and procedural issues of the contract. Other meetings may also be scheduled.

The Contractor must be responsible for the drafting and promulgation of agendas and minutes and from these. The meeting will be held at the Contractor's facilities or DND facilities at Canada's discretion and at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

SACC Manual clause [A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)

6.17 Reports

The Contractor must provide all reports when requested as detailed in Annex A - Statement of

Work, LSVW Brake Shoes – Annex B LSVW Logistic SOW (LOGSOW) including Failure Report and R&O Contractor Effectiveness Report

6.18 Drawings, Reports, Data

All drawings, reports, data documents or materials produced by the Contractor in providing the specified services must not be released to any person or agency without express permission of the Authority

6.19 Protection of Government Property

The Contractor must keep all Government Property, while in its possession or subject to its control, in accordance with the following: always keep Government Property, that are not inside a reusable wood or steel container, must be kept in a secured indoor storage location; and all other Government Property must be kept in a secured storage location and must be protected from the elements and related damages.

6.20 Close-Out Responsibilities

Components received at the repair facility up to and including the contract expiry date must be repaired by the Contractor within the terms and conditions of the contract. However, when this Contract expires, or is terminated, all catalogue repairable items, spare parts (CIS, and any specific Government of Canada owned equipment on loan), must be transferred to the closest Depot. The not-yet inducted work and the not-yet completed work orders (items already been conducted for R&O process within the R&O pipeline) that were open before the end of the expiry date must be reported to the NDQAR and to the Contracting Authority prior to the contract expiration. Specific Contractor Supplied/Furnished Parts and Material, which the Contractor purchased or committed to be purchased in support of those not-yet completed work orders must also to be reported to the NDQAR and to the Contracting Authority.

DND may purchase at the Contractor's laid-down cost any remaining Contractor Supplied/Furnished Parts and Material, which have been purchased in support of R&O activities stipulated in this contract, and which cannot be returned for credit to the Contractor's supplier(s).

6.21 Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority or the Technical Authority, thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.