



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2**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 Supply and Installation of Vehicle Mounted Diesel Exhaust Filters	Solicitation No – N° de l'invitation W8486-239079/A
Date of Solicitation – Date de l'invitation 2023-04-28	
Address Enquiries to – Adresser toutes questions à Contracting Authority: Name: Alexander Reynolds Directorate: DLP 5-2-4 National Defence Headquarters 101 Colonel By Dr Ottawa, Ontario K1A 0K2	
Telephone No. – N° de téléphone N/A	Email – Courriel alexander.reynolds@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: 14:00:00

On – le: 2023-06-07

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 _____

Table of Contents

PART 1 - GENERAL INFORMATION	4
1.1 SECURITY REQUIREMENTS	4
1.2 STATEMENT OF WORK.....	4
1.3 DEBRIEFINGS	4
1.4 TRADE AGREEMENTS	4
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 ELECTRONIC SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT.....	6
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS.....	8
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	8
PART 3 - BID PREPARATION INSTRUCTIONS	8
3.1 BID PREPARATION INSTRUCTIONS	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	10
PART 6 - RESULTING CONTRACT CLAUSES	11
6.1 SECURITY REQUIREMENTS	12
6.2 STATEMENT OF WORK.....	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT	12
6.5 AUTHORITIES	12
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	13
6.7 PAYMENT	13
6.8 INVOICING INSTRUCTIONS	14
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
6.10 APPLICABLE LAWS.....	15
6.11 PRIORITY OF DOCUMENTS	15
6.12 DEFENCE CONTRACT	15
6.13 INSPECTION AND ACCEPTANCE.....	15
6.14 MATERIAL.....	15
6.15 SACC MANUAL CLAUSES	15
6.16 FOREIGN NATIONALS.....	16
6.17 INSURANCE – SPECIFIC REQUIREMENTS	16
6.18 MEETINGS.....	16
ANNEX “A” STATEMENT OF WORK.....	17

ANNEX "B" BASIS OF PAYMENT	24
ANNEX "C" TO PART 3 OF THE BID SOLICITATION	25
ANNEX "D" INSURANCE REQUIREMENTS	26

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

The Work to be performed is detailed under Annex "A" - Statement of Work

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:

Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)

Canada-European Union Comprehensive Economic and Trade Agreement (CETA)

Canada-Ukraine Free Trade Agreement

Canada-United Kingdom Trade Continuity Agreement

World Trade Organization-Agreement on Government Procurement (WTO-GPA)

Canada-Peru Free Trade Agreement

Canada-Chile Free Trade Agreement

Canada-Colombia Free Trade Agreement

Canada-Honduras Free Trade Agreement

Canada-Panama Free Trade Agreement

Canada-Korea Free Trade Agreement

Canadian Free Trade Agreement (CFTA)

The Canada-United States-Mexico Agreement (CUSMA).

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](#) (2022-03-29) 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 days
- d) Section 6, Late Bids, is deleted in its entirety.
- e) Section 7, Delayed Bids, is deleted in its entirety and replaced with the following:
It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- f) Section 8, Transmission by facsimile or by epost Connect, is deleted in its entirety.
- g) Subsection 20.2, Further Information, is deleted in its entirety.

2.1.1 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.
- 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.
- 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 **three (3) 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.

2.1.2 Equivalent Products and Replacement Part Number from OEM – Samples

- 1. If the Bidder offers an equivalent product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.
- 2. The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within **seven (7) 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

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a 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 as a result 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 Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, 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:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. 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 a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 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.

2.5 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 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications, Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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 softcopy).

Section I: Technical Bid (1 softcopy)

Section II: Financial Bid (1 softcopy)

Section III: Certifications (1 softcopy)

Section IV: Additional Information (1 softcopy)

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) PDF 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 how they will carry out the Work.

Bidders should complete and submit by the bid closing date and time the following;

1) Annex "A" Appendix 1 - Technical Evaluation Matrix;

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6 and Annex "B" – Basis of Payment.

Bids must be submitted in Canadian dollars.

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 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.

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

Bidders must demonstrate their compliance with all technical evaluation criteria detailed in Annex A, Appendix 1 - Technical Evaluation Matrix, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at Canadian Forces Bases (CFBs) listed in Annex B, Incoterms 2010, Canadian Custom Duties and excise taxes included, Applicable Taxes excluded.

Bids must be submitted in Canadian dollars.

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.

The Total Bid Price (TBP) is the sum of all evaluated prices of the bases in Annex B. Bidders must provide prices on all vehicles & locations. Only one single contract will be issued under this solicitation.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Product Conformance

The Bidder certifies that all equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the Statement of Work.

This certification does not relieve the bid from meeting all mandatory technical criteria detailed in Part 4.

Bidder's authorized representative signature

Date

5.2.3.2 Rate or Price Certification

The Bidder certifies that the price proposed:

- (a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
- (c) does not include any provision for discounts to selling agents.

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 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the technical and management portions of the Contractor's bid entitled _____, dated _____. *(To be inserted at Contract Award)*

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4011](#) (2012-07-16) Supplemental General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 2024-03-31 inclusive.

6.4.2 Delivery Date

All the deliverables must be received and installed on or before _____.

6.4.5 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alexander Reynolds
Directorate: DLP 5-2-4
National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
E-mail: alexander.reynolds@forces.gc.ca

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

6.5.2 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 Contractor's Representative

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

Name:
Telephone:
Facsimile:
E-mail:

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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

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

6.7.2 Method of Payment

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payment

6.7.3 SACC Manual Clauses

SACC Manual clause [C0100C](#) (2010-01-11), Discretionary Audit – Commercial Goods and/or Services

SACC Manual clause [C0710C](#) (2007-11-30), Time and Contract Price Verification

6.7.4 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);
- c) Wire Transfer (International Only);

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Technical Authority unless otherwise specified by the Contracting Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
 - a) One (1) copy must be forwarded or e-mailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - b) One (1) copy must be forwarded or e-mailed to the Technical Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 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 4011 (2012-07-16) Supplemental General Conditions - Goods (Medium Complexity),
- (c) the 2010A (2018-06-21) General Conditions-Goods (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) the Contractor's bid dated _____ *(To be inserted at Contract Award)*, as amended on, as clarified on _____ *(To be inserted at Contract Award)*.

6.12 Defence Contract

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

6.13 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.14 Material

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

6.15 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
A9062C	Canadian Forces Site Regulations	2011-05-16

C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2022-03-29
D3010C	Delivery of Dangerous Goods / Hazardous Products	2016-01-28
B1505C	Shipment of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance	2014-09-25
D5545C	ISO 9001:2015 - Quality Management Systems - Requirements (Quality Assurance Code C)	2019-05-30
D9002C	Incomplete Assemblies	2007-11-30
B4042C	Identification Markings	2008-05-12
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2017-08-17
D6010C	Palletization	2007-11-30
L5001C	Surplus Government Property	2020-05-28
B1202C	Age Control of Elastomeric Materials	2007-05-25

6.16 Foreign Nationals

SACC Manual clause [A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)

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

6.17 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in **Annex “D”**. The Contractor 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.

6.18 Meetings

6.18.1 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 may be held virtually or 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, the Department of National Defence and Public Works and Government Services Canada.

ANNEX "A" STATEMENT OF WORK



NOTICE

This documentation has been reviewed by the technical authority and does not contain controlled goods.

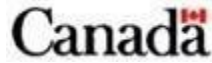
AVIS

Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées.

Vehicle Mounted Diesel Exhaust Filter System for existing Pumpers and Aerials located at multiple Canadian Forces Bases

OPI: DSVPM 5 – DAPVS 5

**Issued on Authority of the Chief of the Defence Staff
Publiée avec l'autorisation du Chef d'état-major de la Défense**



© 2022 DND/MND Canada

1. SCOPE

1.1 **Purpose** – This Statement of Work (SOW) describes the supply and installation of vehicle mounted diesel exhaust, direct source capture system for **21 existing Pumper and Aerial Fire Fighting vehicles** located at multiple Canadian Forces Bases across Canada.

1.2 **List of applicable Triple Combination Pumper Fire Fighting Vehicles are :**

Canadian Forces Base Halifax, Nova-Scotia, Canada

Canadian Forces Vehicle Registration number	Year	Manufacturer	Model	Vehicle After Treatment Device
02190	2011	E-One	114' Bronto RLP	Yes
02367	2012	Spartan	Metrostar	Yes

Canadian Forces Base Greenwood, Nova-Scotia, Canada

Canadian Forces Vehicle Registration number	Year	Manufacturer	Model	Vehicle After Treatment Device
21630	2019	Rosenbauer	R 600, T-REX 115'	Yes

Canadian Forces Base Gagetown, New-Brunswick, Canada

Canadian Forces Vehicle Registration number	Year	Manufacturer	Model	Vehicle After Treatment Device
21635	2019	Rosenbauer	R 600, T-REX 115'	Yes

Canadian Forces Base Bagotville, Quebec, Canada

Canadian Forces Vehicle Registration number	Year	Manufacturer	Model	Vehicle After Treatment Device
21633	2019	Rosenbauer	R 600, T-REX 115'	Yes

Canadian Forces Base Borden, Ontario, Canada

Canadian Forces Vehicle Registration number	Year	Manufacturer	Model	Vehicle After Treatment Device
23699	2019	Rosenbauer	R 600, T-REX 115'	Yes
23700	2019	Rosenbauer	R 600, T-REX 115'	Yes
23701	2019	Rosenbauer	R 600, T-REX 115'	Yes
04257	2013	Spartan	Metrostar	Yes

Canadian Forces Base Trenton, Ontario, Canada

Canadian Forces Vehicle Registration number	Year	Manufacturer	Model	Vehicle After Treatment Device
21628	2019	Rosenbauer	R 600, T-REX 115'	Yes

Canadian Forces Base Shilo, Manitoba, Canada

Canadian Forces Vehicle Registration number	Year	Manufacturer	Model	Vehicle After Treatment Device
21634	2019	Rosenbauer	R 600, T-REX 115'	Yes

Canadian Forces Base Suffield, Alberta, Canada

Canadian Forces Vehicle Registration number	Year	Manufacturer	Model	Vehicle After Treatment Device
21631	2019	Rosenbauer	R 600, T-REX 115'	Yes
04255	2013	Spartan	Metrostar	Yes

Canadian Forces Base Cold Lake, Alberta, Canada

Canadian Forces Vehicle Registration number	Year	Manufacturer	Model	Vehicle After Treatment Device
21632	2019	Rosenbauer	R 600, T-REX 115'	Yes
11589	2013	E-ONE	Cyclone	Yes

Canadian Forces Base Comox, British Columbia, Canada

Canadian Forces Vehicle Registration number	Year	Manufacturer	Model	Vehicle After Treatment Device
11587	2013	E-ONE	Cyclone	Yes
21629	2019	Rosenbauer	R 600, T-REX 115'	Yes

Canadian Forces Base Esquimalt, British Columbia, Canada

Canadian Forces Vehicle Registration number	Year	Manufacturer	Model	Vehicle After Treatment Device
21637	2019	Rosenbauer	R 600, T-REX 115'	Yes
02393	2013	Spartan	Metrostar	Yes
04253	2013	Spartan	Metrostar	Yes
04254	2013	Spartan	Metrostar	Yes

1.3 **Installation Locations** – All installation **must** be performed at each Canadian Forces Base identified with the list of applicable vehicles.

- (a) Contractor **must** include all shipping, travel, accommodations and installation costs in the tender price.

1.4 **Instructions**

- (a) Requirements, which are identified by the word “**must**”, are mandatory. Deviations will not be permitted.
- (b) Where “**must**” is not used, the information provided is for guidance only.

2. **APPLICABLE DOCUMENTS** – The following documents form part of this SOW. Effective dates **must** be those in effect upon the date solicitation closes. Sources are as shown:

- (a) **National Fire Protection Association (NFPA)**
1 Batterymarch Park
Quincy, Massachusetts 02169-7471
NFPA 1500: Standard on Fire Department Occupational Safety and Health Program.

3. **REQUIREMENT**

3.1 **Industry Acceptability**

- (a) The vehicle mounted, direct source capture, exhaust filter system design **must** have demonstrated industry acceptability by having been manufactured and sold

commercially for at least 2 years.

3.2 **Provision of Goods and Service Pumper and Aerial Fire Fighting Vehicles**

- (a) A vehicle mounted, exhaust filter system **must** be provided and installed on the Pumper and Aerials listed at art. 1.2.
- (b) The exhaust filter system **must** prevent exposure to, and contamination from, exhaust emission in addition to the manufacturers after treatment device (ATD) in accordance with NFPA 1500.
- (c) The exhaust filter system **must** be installed after the engine manufacturers ATD and before the diffuser tip in the end tailpipe.
- (d) The exhaust filter system **must** work automatically.
- (e) The exhaust filter system **must** have the capability to be used while on-scene, outside the Fire Hall.
- (f) The exhaust filter system **must** travel with the Apparatus.
- (g) The exhaust filter system **must** not require building modifications or hanging hoses for the system to operate.
- (h) The filter system **must** not affect any manufacturer's vehicle or engine warranty.
- (i) The vehicle mounted exhaust filter system **must** meet all NFPA, NIOSH and OSHA standards for preventing exposure to carcinogenic compounds that exist in diesel exhaust.
- (j) Operation and maintenance manual **must** be provided at each location.

Appendix 1 – Technical Evaluation Matrix

1. General

1.1 Purpose

This document outlines the technical evaluation process for the design, required measurement of existing vehicles, fabrication, and installation of vehicle mounted diesel exhaust direct source capture system for existing Aircraft Rescue Fire Fighting Vehicles and Triple Combination Pumpers.

1.2 Instruction

Mandatory requirements are identified by the word "**must**". All mandatory requirements must be met.

2. Proposal Requirements

The Bidder **must** provide a completed Compliance Matrix and Written Attestations. For the purposes of this Statement of Work, a Written Attestation is a written statement from the Bidder, signed by an authorized company representative, guaranteeing it will fully comply with the requirement identified in of the Statement of Work. Canada reserves the right to verify the statements made in the Written Attestation.

3. **Mandatory Requirements**

Table 1: Compliance Matrix

Item #	SOW Annex A Reference	Requirement	Proof of Compliance	Bid Reference
1	3.1 a)	The vehicle mounted, direct source capture, exhaust filter system design must have demonstrated industry acceptability by having been manufactured and sold commercially for at least 2 years.	The Bidder must provide client information for industry acceptability.	
2	3.2 a)	A vehicle mounted, exhaust filter system must be provided and installed on Pumpers and Aerials listed at art. 1.2.	The Bidder must provide product literature on the proposed exhaust filter system. The Bidder must provide a picture or drawing of the proposed system.	

ANNEX “B” BASIS OF PAYMENT

Bidder must complete the Basis of Payment in accordance with the following:

1. PRICING must be firm all-inclusive pricing. Prices MUST include ALL costs (transportation, shipping, freight and offloading, labour, parts, travel, living and miscellaneous charges) associated with providing the Goods and Services in accordance with the Requirement at Annex A.
2. HST/GST, if applicable, is to be shown as a separate item on the resulting invoice.
3. Bidder must provide prices as per the unit of issue requested. Failure to do so will render the bid nonresponsive without further consideration.

Item Number	List of Vehicles	Quantity (A)	Price (B)	Price per the Vehicle = (A) X (B)
1	02190	1	\$	\$
2	02367	1	\$	\$
3	21630	1	\$	\$
4	21635	1	\$	\$
5	21633	1	\$	\$
6	23699	1	\$	\$
7	23700	1	\$	\$
8	23701	1	\$	\$
9	04257	1	\$	\$
10	21628	1	\$	\$
11	21634	1	\$	\$
12	21631	1	\$	\$
13	04255	1	\$	\$
14	21632	1	\$	\$

15	11589	1	\$	\$
16	11587	1	\$	\$
17	21629	1	\$	\$
18	21637	1	\$	\$
19	02393	1	\$	\$
20	04253	1	\$	\$
21	04254	1	\$	\$
Total Bid Price (TBP) (Sum of all the Evaluated Price)				\$
Total Applicable Taxes (NOT part of evaluation)				\$
Total Estimated Value				\$

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

Direct Deposit (Domestic and International);

Electronic Data Interchange (EDI);

Wire Transfer (International Only);

ANNEX "D" INSURANCE REQUIREMENTS

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:
 - a. 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 Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

- i. 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.
- j. 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.
- k. 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.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.