

2T-LDV1 (2006-08-15) Low Dollar Value Bid Solicitation and Resulting Contract Template - Goods or Services

Use the following template for Low Dollar Value (LDV) competitive and non-competitive requirements, for goods or services. Contracting officers should refer to procedures document 2T-PROC1 when using the Low Dollar Value template 2T-LDV1 and Medium Complexity template 2T-MED1.

1. Includes:

- (a) Low risk requirements;
- (b) Requirements with highly predictable application of standard terms and conditions;
- (c) Requirements below \$25K (including all applicable taxes);
- (d) Requirements with standard well defined requirements and specifications;
- (e) Requirements for which the basis of selection is based on lowest priced bid; may include mandatory evaluation criteria.

Examples that may fall under this type: preconfigured product specifications, some services requirements, commercial aviation parts, etc.

Annexes and clauses to meet specific commodity needs may be added to the template depending on the requirement.

2. Excludes:

- (a) LDV Requirements with point rated technical and financial evaluation criteria (refer to the Medium Complexity template 2T-MED1);
- (b) Standing Offers;
- (c) Supply Arrangements;
- (d) Construction and Architectural and Engineering (A&E) contracting requirements;
- (e) Canadian Commercial Corporation requirements;
- (f) Aboriginal procurement strategy and set-asides.

***Remark to Contracting Authority:** The Contracting Authority must delete all unused choices and instructional information before issuing the bid solicitation.*

PART 1 - INFORMATION AND INSTRUCTIONS

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, see Part 1, Information and Instructions, clause 4.4.X, Security Requirement, and Part 2 - Resulting Contract Clauses.

OR

There is no security requirement associated with the requirement.

Remark to Contracting Authority: Choose the appropriate term “Statement of Work” or “Requirement” and use the same term throughout the document. Insert a brief description of the requirement or refer to the “Statement of Work “ or “Requirement” in the resulting contract. Refer to SACC Manual clauses B4007T, B4008T.

2. Statement of Work OR Requirement

Remark to Contracting Authority: Refer to information in section 02 of 2003, Standard Instructions - Goods or Services.

3. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by term, number and date are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

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

The standard instructions and conditions 2003 _____ (*insert date*) are incorporated by reference into and form part of the bid solicitation.

Remark to Contracting Authority: SACC Manual clauses for specific instructions not covered by the standard instructions are to be included by reference, if applicable. Example of SACC Manual clauses to include by reference: B4024T, B3000T, C3010T, C3011T, etc.

3.1 SACC Manual Clauses

Remark to Contracting Authority: Refer to information in sections 03 to 08 of 2003, Standard Instructions - Goods or Services. Bids resulting from a competitive bid solicitation below \$25K (including applicable taxes) may be submitted to the Contracting Authority instead of a designated bid receiving area. In this case, different procedures apply to the handling of bids. Refer to Supply Manual procedures 7A.017.

4. Submission of Bids

Remark to Contracting Authority: Use one of the following clauses below based on whether the bid is to be submitted to the Bid Receiving Unit or the Contracting Authority. Refer to information in subsection 3.2(d) of 2003, Standard Instructions - Goods or Services, for 4.1 and 4.2 below.

4.1 Bids must be submitted by the time, date and place indicated in the bid solicitation.

OR

Bids must be submitted to the Contracting Authority identified in the bid solicitation and in Part 2, Resulting Contract Clauses, section 5 by _____ (*fill in closing time and date*).

Remark to Contracting Authority: Specific instructions and requirements for the submission of bids not covered by the standard instructions are to be included by reference, if applicable.

4.2 SACC Manual Clauses

Remark to Contracting Authority: Refer to information in section 11 of 2003, Standard Instructions - Goods or Services.

4.3 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than _____ (____) calendar days before the bid closing date. Enquiries received after that time may not be answered before the bid closing date.

Remark to Contracting Authority: Use SACC Manual clauses or other approved clauses, if applicable.

4.4 Evaluation Criteria and Basis of Selection

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below:

4.4.X Technical Evaluation

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

Mandatory Criteria:

_____ (*Insert mandatory criteria if applicable*)

4.4.X Financial Evaluation

_____ (*Insert financial criteria*)

4.4.X Basis of Selection

_____ (*Insert selection criteria*)

Remark to Contracting Authority: Use the following Bid Support clause for non-competitive requirements if applicable.

4.4.X Bid Support

The Bidder must provide price support as detailed in section 12, Price Support, of 2003, Standard Instructions - Goods or Services.

Remark to Contracting Authority: Use one of the clauses below if there are security requirements.

4.4.X Security Requirement

Remark to Contracting Authority: Insert and fill in the clause below if the Bidder has until contract award to obtain the necessary security clearances. Refer to Supply Manual procedure 6C.273.

Before award of a contract, the following conditions must be met:

- (a) The Bidder must hold a valid _____, issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC); and

- (b) The Bidder's proposed individuals requiring access to _____ information, assets or sensitive work site(s) must each hold a valid personnel security screening at the requisite level of _____, granted or approved by the CIISD of PWGSC.

Canada will not delay the award of any contract to allow bidders to obtain the required clearance.

OR

Remark to Contracting Authority: Insert and fill in the clause below if the Bidder must hold the necessary security clearances at the time of bid submission. Refer to Supply Manual procedure 6C.273.

At the time of bid submission, the following conditions must be met:

- (a) The Bidder must hold a valid _____, issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC); and
- (b) The Bidder's proposed individuals requiring access to _____ information, assets or sensitive work site(s) must each hold a valid personnel security screening at the requisite level of _____, granted or approved by the CIISD of PWGSC.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*the Contracting Authority must fill in the province or territory*).

The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

PART 2 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is a security requirement associated with the requirement.
(*Insert applicable clause provided by Canadian International Industrial Security Directorate [CIISD] and insert the Security Requirements Check List [SRCL] as an Annex.*)

OR

There is no security requirement associated with the requirement.

Remark to Contracting Authority: Choose the appropriate term "Statement of Work" or "Requirement" and use the same term throughout the document. Insert a description or use the applicable SACC Manual clauses or approved clauses. Examples of SACC Manual clause: B4007C, B4008C.

2. Statement of Work OR Requirement

Remark to Contracting Authority: Refer to information in section 02 of 2029, General Conditions - Goods or Services (Low Dollar Value).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by term, number and date are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:
<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

3.1 General Conditions

2029 _____ (*insert date*) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Remark to Contracting Authority: Insert requirements related to delivery date, period of contract and option. Choose one of the following clauses or insert other clause.

4. Term of Contract

4.1 Period of Contract

The Work is to be performed during the period _____ to _____ (*fill in start and end date of services*).

OR

The period of the Contract is from date of Contract to _____ (*fill in end date of the period*) inclusive.

OR

The period of the Contract is in effect from _____ to _____ (*fill in start and end date of the period*) inclusive.

OR

4.1 Delivery Date

All the deliverables must be received on or before _____ (*fill in the date*).

Remark to Contracting Authority: If applicable, insert pertinent SACC Manual clauses or other approved clauses in full text. Examples of SACC Manual clauses: B9024D, A8012C. Following is one suggested approved clause.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the period of the Contract by up to _____ additional _____ year period(s) under the same terms and conditions. Canada may exercise the option at any time by sending a written notice to the Contractor at least _____ calendar days before the Contract expiry date, or any extension of the Contract.

The Contractor agrees that, during the extended period of the Contract, the rates and prices will be in accordance with the provisions of the Contract.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a formal contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

_____ (*Name of Contracting Authority*)
Public Works and Government Services Canada
Acquisitions Branch
_____ (*Fill in*) Directorate
_____ (*Fill in Address*)

Telephone: (____) _____
Facsimile: (____) _____
E-mail address: _____ (*Fill in*)

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.

Remark to Contracting Authority: Use the following SACC Manual clause A1022C if applicable and fill in at contract award only. If the term "Technical Authority" is to be used instead, refer to SACC Manual clause A1030C.

5.2 Project Authority.

The Project Authority for the Contract is:

Name: _____ (*Fill in*)
Title: _____ (*Fill in*)
_____ (*Fill in Organization*)
_____ (*Fill in address*)

Telephone: (____) _____
Facsimile: (____) _____
E-mail address: _____ (*Fill in*)

The Project Authority named below is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matter concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project 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.

5.3 Contractor Contacts

_____ (*Fill in or delete as applicable*)

Remark to Contracting Authority: Insert the appropriate SACC Manual clauses or approved clause related to the Basis of Payment, Method of Payment, audit and taxes not covered in the general conditions. Refer to information in section 9 of 2029, General Conditions - Goods or Services (Low Dollar Value).

6. Payment

Remark to Contracting Authority: Use the applicable SACC Manual clauses or approved clause. Examples of SACC Manual clauses: C0206C, C0207C, C1200C.

6.1 Basis of Payment

Remark to Contracting Authority: if applicable, use SACC Manual clause C6001C in full text.

6.1.1 Limitation of Expenses

Remark to Contracting Authority: Use SACC Manual clauses, if applicable. Example of SACC Manual clauses to include by reference: A9116C, A9117C, C0100D, C0101D, C2000D, C2605D, C2608D, C2610D, C6000C, H1000D, H1001D, H3023C.

6.2 SACC Manual Clauses

Remark to Contracting Authority: if applicable, insert in full text additional clauses with appropriate numbering (ex. 6.3, 6.4, etc.)

6.3

Remark to Contracting Authority: Use the applicable SACC Manual clause or other approved clause related to Invoicing Instructions. Invoicing Instructions also cover progress claims and therefore any reference to invoices would also cover progress claims. Refer to information in sections 05 and 09 of 2029, General Conditions - Goods or Services (Low Dollar Value).

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 05, Invoice Submission, of 2029 General Conditions - Goods or Services (Low Dollar value).

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (the Contracting Authority must fill in the province or territory as specified by the Bidder in its bid).

Remark to Contracting Authority: Amend the list to reflect the documents applicable to each contract.

9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2029 _____ (*insert date*) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex "X", Statement of Work **OR** Requirement;
- (d) Annex "X", Basis of Payment;
- (e) Annex "X", Security Requirements Check List
- (f) Annex "X"
- (g) The Contractor's bid dated _____ (*insert date*), as amended _____ (*insert date(s) of amendment(s) if applicable*)

Remark to Contracting Authority: *Insert additional SACC Manual reference clauses, not belonging under existing articles, if applicable. Example of SACC Manual clauses to include by reference: A7013D, A9062C, A9131C, B1000C, B1501C, B4030C, B4031C, B7500C, etc.*

10. SACC Manual Clauses

Remark to Contracting Authority: *Insert additional full text clauses not belonging under existing articles as stand alone clauses with appropriate numbering (ex. 11, 12, etc.)*

11.