

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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St./11, rue Laurier

Place du Portage, Phase III

Core 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet SPARE PARTS FOR THE RWS		
Solicitation No. - N° de l'invitation W8486-118180/A	Date 2012-02-17	
Client Reference No. - N° de référence du client W8486-118180		
GETS Reference No. - N° de référence de SEAG PW-\$\$BL-225-22477		
File No. - N° de dossier 225bl.W8486-118180	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-03		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Lapalme, Francis		Buyer Id - Id de l'acheteur 225bl
Telephone No. - N° de téléphone (819) 956-5181 ()		FAX No. - N° de FAX (819) 956-0648
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 25 CFSD RECEIPTS SECTION CFB MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Armoured Vehicles - Life Extension/Prolongation de vie,
véhicules blindés

11 Laurier St./11, rue Laurier

Place du Portage Phase III 6C1

Gatineau

Québec

K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	NSN - NNO: 1005-20-004-0572 WEAPON MOUNT COCKING CABLE RECEIVE R NSCM/CAGE - COF/CAGE: SD477 Part No. - N° de la partie: GM3-M6302B	WB941	W1941	6	Each	\$ XXXXXXXXXXXXX	See Herein	
4	NSN - NNO: 5365-20-005-4464 SPACER, SLEEVE NSCM/CAGE - COF/CAGE: SD477 Part No. - N° de la partie: GM3-M1261A	WB941	W1941	10	Each	\$ XXXXXXXXXXXXX	See Herein	
5	NSN - NNO: 1270-20-005-8281 ACTUATOR ASSEMBLY. RWS NSCM/CAGE - COF/CAGE: SD477 Part No. - N° de la partie: GM3-E000A	WB941	W1941	30	Each	\$ XXXXXXXXXXXXX	See Herein	
6	SLING,EYE AND EYE,TYPE 3,1 Temporary NSN: P3990-20-A011564 NSCM/CAGE - COF/CAGE: L0072 Part No. - N° de la partie: EE1901P03	WB941	W1941	10	Each	\$ XXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
7	POTENTIOMETER Temporary NSN: P6625-20-A031462 NSCM/CAGE - COF/CAGE: F1379 Part No. - N° de la partie: SP00029	WB941	W1941	10	Each	\$ XXXXXXXXXXXXXX	See Herein	
8	NSN - NNO: 5977-21-921-2363 SLIPRING UNIT NSCM/CAGE - COF/CAGE: SD477 Part No. - N° de la partie: GM3-E1000A	WB941	W1941	5	Each	\$ XXXXXXXXXXXXXX	See Herein	
10	NSN - NNO: 5836-21-921-2317 CAMERA, TELEVISION NSCM/CAGE - COF/CAGE: SD477 Part No. - N° de la partie: GM3-S0200B	WB941	W1941	2	Each	\$ XXXXXXXXXXXXXX	See Herein	
11	NSN - NNO: 5945-21-921-2233 SOLENOID, ELECTRICAL NSCM/CAGE - COF/CAGE: SD477 Part No. - N° de la partie: GM3-298180079	WB941	W1941	5	Each	\$ XXXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
12	NSN - NNO: 2590-21-921-2180 CONTROL, ASSEMBLY,PUSH-PULL NSCM/CAGE - COF/CAGE: SD477 Part No. - N° de la partie: GM3-M6431A	WB941	W1941	5	Each	\$ XXXXXXXXXXXXX	See Herein	
14	NSN - NNO: 5905-15-189-0297 POTENTIOMETER NSCM/CAGE - COF/CAGE: A0712 Part No. - N° de la partie: P319 9019S	WB941	W1941	5	Each	\$ XXXXXXXXXXXXX	See Herein	
16	NSN - NNO: 5935-00-184-6707 CONNECTOR, PLUG, ELECTRICAL NSCM/CAGE - COF/CAGE: 96906 Part No. - N° de la partie: MS27144-30	WB941	W1941	100	Each	\$ XXXXXXXXXXXXX	See Herein	
17	NSN - NNO: 1260-20-000-2347 GUNNERS DISPLAY UNIT, WITH SHIPPING CONTAINER NSCM/CAGE - COF/CAGE: 56161 Part No. - N° de la partie: 10650139	WB941	W1941	5	Each	\$ XXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
18	NSN - NNO: 6150-20-001-7981 CABLE ASSEMBLY,SPECIAL PURPOSE,ELE CTRICA NSCM/CAGE - COF/CAGE: SD477 Part No. - N° de la partie: GM3-E4620A	WB941	W1941	20	Each	\$ XXXXXXXXXXXXXX	See Herein	
19	NSN - NNO: 1095-20-001-8221 SHOOTING LEVER-ASSEMBLY NSCM/CAGE - COF/CAGE: SD477 Part No. - N° de la partie: GM3-M6355A	WB941	W1941	5	Each	\$ XXXXXXXXXXXXXX	See Herein	
20	NSN - NNO: 3120-20-002-8944 WELDMENT SLEEVE,BEARING NSCM/CAGE - COF/CAGE: 35907 Part No. - N° de la partie: B40603-120-1	WB941	W1941	10	Each	\$ XXXXXXXXXXXXXX	See Herein	
23	NSN - NNO: 5305-20-005-4635 SETSCREW . NSCM/CAGE - COF/CAGE: 94223 Part No. - N° de la partie: SS-138	WB941	W1941	20	PG	\$ XXXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
24	NSN - NNO: 1005-20-004-0230 MOUNT,MACHINE GUN NSCM/CAGE - COF/CAGE: SD477 Part No. - N° de la partie: GM3-M6521A	WB941	W1941	3	Each	\$	XXXXXXXXXXXXXX	See Herein	
25	NSN - NNO: 1005-20-004-0227 ACTUATOR,GUN SAFETY NSCM/CAGE - COF/CAGE: SD477 Part No. - N° de la partie: GM3-M6497A	WB941	W1941	5	Each	\$	XXXXXXXXXXXXXX	See Herein	
27	NSN - NNO: 1005-20-001-6905 CHUTE,EJECTION NSCM/CAGE - COF/CAGE: SD477 Part No. - N° de la partie: GM3-M6478A	WB941	W1941	5	Each	\$	XXXXXXXXXXXXXX	See Herein	
28	NSN - NNO: 5330-14-543-6711 SEAL,PLAIN Part number: BAFU7SLX7 170X200X15 NBR NSCM: F0384	WB941	W1941	5	Each	\$	XXXXXXXXXXXXXX	See Herein	



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29	PIN, STRAIGHT, HEADED Temporary NSN: P5315-20-A0D7291 NSCM/CAGE - COF/CAGE: 99862 Part No. - N° de la partie: CLM-60-DPX	WB941	W1941	15	Each	\$ XXXXXXXXXXXXXX	See Herein	
30	SCREW, CAP, SOCKET HEAD Temporary NSN: P5305-20-A0D7285 NSCM/CAGE - COF/CAGE: 2V507 Part No. - N° de la partie: 91253A334	WB941	W1941	100	Each	\$ XXXXXXXXXXXXXX	See Herein	
31	PIN, STRAIGHT, HEADLESS Temporary NSN: P5315-20-A0D7286 NSCM/CAGE - COF/CAGE: 2V507 Part No. - N° de la partie: 91585A148	WB941	W1941	90	Each	\$ XXXXXXXXXXXXXX	See Herein	
32	NSN - NNO: 5331-01-525-4933 O-RING . NSCM/CAGE - COF/CAGE: 02697 Part No. - N° de la partie: 2-165	WB941	W1941	10	Each	\$ XXXXXXXXXXXXXX	See Herein	



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33	NSN - NNO: 5310-00-579-1871 WASHER, FLAT NSCM/CAGE - COF/CAGE: 80205 Part No. - N° de la partie: NAS620-10	WB941	W1941	1	HD	\$ XXXXXXXXXXXXX	See Herein	
34	NSN - NNO: 3110-12-129-2156 BEARING, BALL, ANNULAR NSCM/CAGE - COF/CAGE: D2457 Part No. - N° de la partie: 6202-2RS1	WB941	W1941	10	Each	\$ XXXXXXXXXXXXX	See Herein	
36	NSN - NNO: 8040-01-147-9957 ADHESIVE NSCM/CAGE - COF/CAGE: 06090 Part No. - N° de la partie: S-1125	WB941	W1941	15	Each	\$ XXXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
37	MICRO IR LTC550 CAMERA BODY Temporary NSN: P5855-20-A067575 NSCM/CAGE - COF/CAGE: 81395 Part No. - N° de la partie: 21101370-000	WB941	W1941	5	Each	\$XXXXXXXXXXXX	See Herein	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The proposed Contractor must supply the item(s) as detailed on the Line Item Detail Page(s).

PART 2 - BIDDER INSTRUCTIONS

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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

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.

1.1 The 2003 (2011/05/16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.2 SACC Manual Clauses

B1000T	2007/11/30	Condition of Material
B3000T	2006/06/16	Equivalent Products (<i>all items except item 20</i>)
C3011T	2010/01/11	Exchange Rate Fluctuation

2. Note to Bidders

- a) This Request for Proposal, (RFP), is structured so that it will be similar to any resulting Contract. As such the words "Contract" and "Contractor" are to be read as "any resulting Contract" and "proposed Contractor" respectively.
- b) Changes to proposals will not be accepted after the solicitation closing date.
- c) There will be no direct payment by the Crown for any costs incurred in the preparation and submission of proposals resulting from this RFP.

3. Submission of Proposals

Proposals must be submitted ONLY TO PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC) BID RECEIVING UNIT by the date, time and place indicated on page 1 of the Request for Proposal.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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 province of 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.

6. Basis of Payment

All prices quoted are to be firm unit prices in Canadian funds Delivered Duty Paid (DDP) at Consignee at Contractor's facility, as per Incoterms 2000. The amount of the Goods and Services Tax and/or Harmonized Sales Tax is/are to be shown as separate items.

7. Delivery

Delivery is preferred as soon as possible. Bidders are required to specify their proposed delivery date in the Line Item Detail Delivery Offered column.

8. Description and Traceability (*all items except item 20*)

- a) The description given in the line items may be a short description. The full description is available in the public domain. The NATO Stock Number may include a part number or numbers in addition to that listed in the description of a line item. It is the responsibility of the bidder to refer to the NATO Stock Number and to ascertain therefrom such other part number as may fulfil the requirements of the NATO Stock Number. Part numbers with a RNCC/RNVC code of 5-9, 6-9 or D-9 are not acceptable part numbers.
- b) **Traceability** - Items offered shall not be identified as being produced by a NATO Supply Code for Manufacturer (NSCM) unless produced by that manufacturer or its accredited manufacturer/supplier. **It is the bidder's responsibility** to ensure that they and/or their supplier are legally entitled to manufacture the parts which are being offered.

9. Availability of Drawings (*item 20 only*)

Drawings are available upon request. Bidders are to fax their request for drawings to: PWGSC - Attention: Francis Lapalme, Fax No.: 819-956-0648 specifying the PWGSC File No. Bidders are responsible to request drawings early enough to ensure that the drawings are received (through regular mail) before bid closing.

In order to receive a TDP, the proposed Bidder must return a signed copy of Annex "A" to the Public Works Government Services Canada Officer on page 1 of this Request for Proposal. It is to be duly signed by a Senior representative of the company. The TDP will not be released to any bidder without receipt of the Non-Disclosure Agreement.

10. Assurance of Nato Supply Code for Manufacturer (NSCM) Traceability

For the purposes of this solicitation, the NSCM (one or more) specified in this Request for Proposal (RFP) is the only approved source(s) of supply for the part number it is referenced with.

When the specified part number is proposed for supply by the bidder, the related specified NSCM shall only be offered by the bidder if the material to be supplied as the specified part number can be traced with documentary evidence directly to the NATO approved source of supply.

In the event that the bidder proposes to supply, under the specified part number, material which can neither be demonstrated by the bidder as originating directly from the approved source of supply nor as supplied under the specified NSCM with the specific written permission of the

approved source of supply, the bidder is obligated to specify the alternate manufacturer for the material proposed under the specified part number and not mention the specified NSCM.

Material supplied for the items specified in any subsequent contract will be subject to investigation by the Crown. Material which can neither be demonstrated by the Contractor as having originated directly from the NSCM specified for the item in the contract, nor as supplied with the specific written permission of this specified NSCM, will be subject to the following action by the Crown.

The Crown may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith so pay) all reprourement and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

PART 3 - EVALUATION PROCEDURES, BASIS OF SELECTION AND CERTIFICATION

1. Evaluation Procedures

Bids will be evaluated in accordance with the Basis of Selection specified below

2. Basis of Selection

2.1 Basis of Selection - without drawings (*all items except item 20*)

To be considered responsive, a bid must meet all of the following mandatory requirements of this solicitation:

1. Technical requirement (NSN, part number or substitute/equivalent)
2. All other clauses, terms and conditions stipulated in this RFP

Bids not meeting all of the mandatory requirements will be given no further consideration. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

2.2 Basis of Selection - with drawings (*item 20 only*)

To be considered responsive, a bid must meet all of the following mandatory requirements of this solicitation:

1. Technical requirement (NSN)
2. All other clauses, terms and conditions stipulated in this RFP

Bids not meeting all of the mandatory requirements will be given no further consideration. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

3. Certifications

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

4. Certifications Precedent to Contract Award

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

5. Federal Contractors Program - Certification

5.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows:
 _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

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Further information on the FCP is available on the HRSDC Web site.
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

PART 4 - RESULTING CONTRACT CLAUSES

SECTION A - ADMINISTRATION

A1. Security Requirement

There is no security requirement associated with the requirement.

A2. Authorities

2.1 Contracting Authority

The Contracting Authority for the Contract is:

Francis Lapalme
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Defence & Major Projects Sector
Place du Portage, Phase III, 6C1
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: (819) 956-5181

Facsimile: (819) 956-0648

E-mail address: francis.lapalme@tpsgc-pwgsc.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.

2.2 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

A3. 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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

3.1 General Conditions

2010A (2011/05/16) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

A4. Certifications

4.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

A5. Applicable Laws

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

A6. Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

A7. 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 (2011/05/16) General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Non-disclosure Agreement;
- (d) the Contractor's bid dated _____.

SECTION B - REQUIREMENT

B1. Requirement

The Contractor must supply the item(s) as detailed on the Line Item Detail Page(s) and return the Technical Data Package provided for **item 20** to the Contracting Authority.

B2. Material

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

B3. Term of Contract

3.1 Delivery Date

Delivery shall be made on or before_____.

(If **item is not** delivered on or before the specified delivery date, the contractor is to inform PWGSC contracting authority)

B4. SACC Manual Clauses

D5545C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) (all items except QAC Q items)
D5540C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q) (items 5, 8, 9, 10, 18 and 26)
D5510C	2011/05/16	Quality Assurance Authority (DND) - Canadian Based Contractor (items 5, 8, 9, 10, 18 and 26) OR
D5515C	2010/01/11	Quality Assurance Authority (DND) - Foreign-based and United States Contractor (items 5, 8, 9, 10, 18 and 26)
D5606C	2007/11/30	Release Documents (DND) - Canadian-based Contractor (items 5, 8, 9, 10, 18 and 26) OR
D5605C	2010/01/11	Release Documents (DND) - United States-based Contractor (items 5, 8, 9, 10, 18 and 26) OR
D5604C	2008/12/12	Release Documents (DND) - Foreign-based Contractor (items 5, 8, 9, 10, 18 and 26)
D6010C	2007/11/30	Palletization
D2025C	2008/12/12	Wood Packaging Materials

B5. Release Documents - Distribution (*items 5, 8, 9, 10, 18 and 26*)

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

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;

(d) Copy 5: to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

Attention: TBD

(e) Copy 6: to the Quality Assurance Representative;

(f) Copy 7: to the Contractor;

(g) Copy 8: all non-Canadian contractors to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.

B6. Quality Plan (*items 5, 8, 9, 10, 18 and 26*)

No later than seven (7) days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

If the Contract includes the option for software design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".

B7. Delivery Appointments

The Contractor is required to arrange delivery appointments by contacting the Depot Traffic Section. The Department of National Defence reserves the right to refuse shipments without prior arrangement. Delivery appointments can be arranged by telephone/fax:

25 CFSD Montreal, Que

Tel: 514-252-2777 ext. 2363

Fax: 514-252-2568

B8. Preparation for Delivery

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all items in quantities determined by unit of issue.

B9. Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) 25 CFSD, Montreal, Quebec Incoterms 2000 for shipments from a commercial contractor. The contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

SECTION C - FINANCE

C1. Payment

1.1 Basis of Payment

The Contractor will be paid firm unit prices in Canadian funds Delivered Duty Paid (DDP) Consignees as per Incoterms 2000.

1.2 SACC Manual Clauses

C6000C	2011/05/16	Limitation of Price
H1001C	2008/05/12	Multiple Payments
C2801C	2011/05/16	Priority Rating - Canadian Contractors OR
C2800C	2011/05/16	Priority Rating - U.S Contractor
C2611C	2007/11/30	Customs Duty - Contractor Importer
D0050C	2007/05/25	End User Certificate (If applicable)

C2. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A, General Conditions - Goods (Medium Complexity).

Invoices will be distributed as follows:

- (a) The original and one copy to - Consignee
- (b) One (1) copy to:

Department of Public Works and Government Services
Acquisitions Branch
Defence & Major Projects Sector
Place du Portage, Phase III, 6C1-57
Gatineau, Quebec K1A 0S5
Attention: Francis Lapalme

- (c) One (1) copy to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

Attention: TBD

2. Canada will only make payment upon receipt of a satisfactory invoice duly supported by specified release documents and any other documents called for under the Contract.
3. The Contractor shall not submit an invoice prior to either:
 - (a) shipment of the items to which it relates, or
 - (b) submission of the shipping application to Canada

Annex "A"**Non-Disclosure Agreement**

The Bidder hereby acknowledges that this technical data package contains Commercially Confidential information. Interested bidders are to return the certification below by facsimile with the original by mail to the individual identified on page One of this Request for Proposal.

The proposed bidder hereby agrees:

- (a) To maintain the confidentiality of the Technical Data Package;
- (b) That the information contained within the Technical Data Package will not be copied, disclosed or provided to another party without the consent of Canada;
- (c) Not to use the Technical Data except as may be necessary to carry out the Work for Canada;
- (d) To ensure that any prospective subcontractor is subject to the same Conditions;
- (e) Return the Technical Data Package to the Contracting Authority prior to bid closure for this solicitation if no bid is made; and
- (f) To return the Technical Data Package to the Contracting Authority within five (5) days after being requested to do so by the Contracting Authority.

Certification of a Senior Official:

Name: _____

Title: _____

Company: _____

Address: _____

Telephone No: _____

Facsimile No: _____

Signature and Title

Date: