

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 in Support of the Leopa	
Solicitation No. - N° de l'invitation W8486-124094/A	Date 2012-04-26
Client Reference No. - N° de référence du client W8486-124094	
GETS Reference No. - N° de référence de SEAG PW-\$\$BL-297-22706	
File No. - N° de dossier 297bl.W8486-124094	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-06	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Niles, Rita	Buyer Id - Id de l'acheteur 297bl
Telephone No. - N° de téléphone (819) 956-0216 ()	FAX No. - N° de FAX (819) 956-0648
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFSD 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 Support/Soutien des 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.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 5305-12-384-3762 SCREW,CLOSE TOLERANCE NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: SK1239-174000.006.0	WB941	W1941	21	Each	XXXXXXXXXXXXX	\$		See Herein	
2	NSN - NNO: 5340-12-384-3615 PLATE, MOUNTING NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: SK1239-060000.038.0	WB941	W1941	7	Each	XXXXXXXXXXXXX	\$		See Herein	
3	NSN - NNO: 5305-12-381-7644 SCREW,CAP,HEXAGON HEAD NSCM/CAGE - COF/CAGE: D2692 Part No. - N° de la partie: 1690-513100.004.0	WB941	W1941	600	Each	XXXXXXXXXXXXX	\$		See Herein	
4	NSN - NNO: 5305-12-381-7643 SCREW,CAP,HEXAGON HEAD NSCM/CAGE - COF/CAGE: D2692 Part No. - N° de la partie: 1690-513100.005.0	WB941	W1941	600	Each	XXXXXXXXXXXXX	\$		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
5	NSN - NNO: 5305-12-381-6307 SCREW, CAP, HEXAGON HEAD NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: SK1121-187740.001.0	WB941	W1941	1200	Each	XXXXXXXXXXXXX	\$		See Herein	
6	NSN - NNO: 5305-12-368-4429 SCREW, SHOULDER P/N: DIN1445-14H11X18X40-ST-A3P NSCM/CAGE - COF/CAGE: D8286	WB941	W1941	30	Each	XXXXXXXXXXXXX	\$		See Herein	
7	NSN - NNO: 5315-12-367-8614 PIN, STRAIGHT, HEADED P/N: ISO2341-B-10X60X56-ST-A2P NSCM/CAGE - COF/CAGE: I9008	WB941	W1941	62	Each	XXXXXXXXXXXXX	\$		See Herein	
8	NSN - NNO: 5340-12-357-3713 BUMPER NSCM/CAGE - COF/CAGE: C7543 Part No. - N° de la partie: GK-2.40-02	WB941	W1941	60	Each	XXXXXXXXXXXXX	\$		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
9	NSN - NNO: 5306-12-354-9708 BOLT, MACHINE NSCM/CAGE - COF/CAGE: C1129 Part No. - N° de la partie: F-SGV-1/5-K140M3	WB941	W1941	40	Each	XXXXXXXXXXXXX	\$		See Herein	
10	NSN - NNO: 5310-12-354-9529 WASHER, FLAT NSCM/CAGE - COF/CAGE: I9008 Part No. - N° de la partie: ISO7090-6-200HV-A3P	WB941	W1941	380	Each	XXXXXXXXXXXXX	\$		See Herein	
11	NSN - NNO: 5340-12-346-3755 BRACKET, MOUNTING NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: 2300348-186210.007.0	WB941	W1941	33	Each	XXXXXXXXXXXXX	\$		See Herein	
12	NSN - NNO: 5315-12-345-1416 PIN, SPRING NSCM/CAGE - COF/CAGE: I9008 Part No. - N° de la partie: ISO8752-3X20-N-A	WB941	W1941	1200	Each	XXXXXXXXXXXXX	\$		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
13	NSN - NNO: 5365-12-337-2893 SPACER, PLATE NSCM/CAGE - COF/CAGE: D2396 Part No. - N° de la partie: 2500255-320000-01-0	WB941	W1941	25	Each	XXXXXXXXXXXXX	\$		See Herein	
14	NSN - NNO: 5331-12-328-0370 O-RING NSCM/CAGE - COF/CAGE: D8134 Part No. - N° de la partie: OR12, 5X1, 5/VI	WB941	W1941	40	Each	XXXXXXXXXXXXX	\$		See Herein	
15	NSN - NNO: 5340-12-326-5797 CLIP, SPRING TENSION NSCM/CAGE - COF/CAGE: D9448 Part No. - N° de la partie: 2300232-973000.002.0	WB941	W1941	20	Each	XXXXXXXXXXXXX	\$		See Herein	
16	NSN - NNO: 5340-12-326-5796 CLIP, SPRING TENSION NSCM/CAGE - COF/CAGE: D9448 Part No. - N° de la partie: 2300232-973000.001.0	WB941	W1941	20	Each	XXXXXXXXXXXXX	\$		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
17	NSN - NNO: 5340-12-326-2694 LEAF,BUTT HINGE NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: 2300348-187000.003.0	WB941	W1941	30	Each	XXXXXXXXXXXXX	\$		See Herein	
18	NSN - NNO: 5330-12-325-9681 GASKET NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: 2300109-280000.015.0	WB941	W1941	130	Each	XXXXXXXXXXXXX	\$		See Herein	
19	NSN - NNO: 5331-12-322-9312 O-RING P/N: OR6,07X1,78-88NBR/156 NSCM/CAGE - COF/CAGE: D2480	WB941	W1941	20	Each	XXXXXXXXXXXXX	\$		See Herein	
20	NSN - NNO: 5895-12-321-5952 CONTROL-INDICATOR GROUP NSCM/CAGE - COF/CAGE: D9448 Part No. - N° de la partie: 2300232-065000.000.0	WB941	W1941	1	Each	XXXXXXXXXXXXX	\$		See Herein	

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
21	NSN - NNO: 5331-12-321-5408 O-RING NSCM/CAGE - COF/CAGE: D9477 Part No. - N° de la partie: VG95940RDR69, 4X3, 5	WB941	W1941	20	Each	XXXXXXXXXXXXX	\$		See Herein	
22	NSN - NNO: 5330-12-182-0838 SEAL, NONMETALLIC SPECIAL SHAPED SECTION NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: 2300109-180010.000.0	WB941	W1941	10	Each	XXXXXXXXXXXXX	\$		See Herein	
23	NSN - NNO: 5331-12-178-9463 O-RING NSCM/CAGE - COF/CAGE: D2480 Part No. - N° de la partie: OR179X3-83FPM/592	WB941	W1941	43	Each	XXXXXXXXXXXXX	\$		See Herein	
24	NSN - NNO: 5331-12-178-9458 O-RING NSCM/CAGE - COF/CAGE: D2480 Part No. - N° de la partie: OR550X4-83FPM/592	WB941	W1941	40	Each	XXXXXXXXXXXXX	\$		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
25	NSN - NNO: 5331-12-178-6345 O-RING NSCM/CAGE - COF/CAGE: D2346 Part No. - N° de la partie: OR4X2WS258	WB941	W1941	30	Each	XXXXXXXXXXXXX	\$		See Herein	
26	NSN - NNO: 5340-12-177-9759 CLEVIS, ROD END NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: 2300109-188005.001.0	WB941	W1941	25	Each	XXXXXXXXXXXXX	\$		See Herein	
27	NSN - NNO: 5305-12-142-5241 SCREW, CAP, HEXAGON HEAD P/N: DIN960-M20X1, 5X70-10.9-A3P NSCM/CAGE - COF/CAGE: D8286	WB941	W1941	720	Each	XXXXXXXXXXXXX	\$		See Herein	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Note to Bidders
3. Submission of Proposals
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Basis of Payment
7. Delivery
8. Description and Traceability
9. Assurance of Nato Supply Code for Manufacturer (NSCM) Traceability
10. Foreign Suppliers (GST/HST)

PART 3 - EVALUATION PROCEDURES, BASIS OF SELECTION AND CERTIFICATION

1. Evaluation Procedures
2. Basis of Selection
3. Certifications
4. Certifications Precedent to Contract Award
5. Federal Contractors Program - Certification

PART 4 - RESULTING CONTRACT CLAUSES

SECTION A - ADMINISTRATION

- A1. Security Requirement
- A2. Authorities
- A3. Standard Clauses and Conditions
- A4. Certifications
- A5. Applicable Laws
- A6. Defence Contract
- A7. Priority of Documents

SECTION B - REQUIREMENT

- B1. Requirement
- B2. Material
- B3. Term of Contract
- B4. SACC Manual Clauses
- B5. Preparation for Delivery
- B6. Shipping Instructions (DND) - Canadian-based Contractor OR
- B6. Shipping Instructions (DND) - Foreign-based Contractors

Solicitation No. - N° de l'invitation

W8486-124094/A

Client Ref. No. - N° de réf. du client

W8486-124094

Amd. No. - N° de la modif.

File No. - N° du dossier

297bIW8486-124094

Buyer ID - Id de l'acheteur

297bI

CCC No./N° CCC - FMS No/ N° VME

SECTION C - FINANCE

- C1. Payment
- C2. Invoicing Instructions

Solicitation No. - N° de l'invitation

W8486-124094/A

Amd. No. - N° de la modif.

File No. - N° du dossier

297blW8486-124094

Buyer ID - Id de l'acheteur

297bl

CCC No./N° CCC - FMS No/ N° VME

W8486-124094

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 (2012/03/02) 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
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

6.1 Canadian-Based Contractor

Canadian-based bidders must submit firm prices for items in Canadian Dollars (CAD) or Euros (€), Canadian customs duties, and excise taxes included, where applicable, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded, FCA Free Carrier, (Contractors Facility *) as per Incoterms 2000.

Delivery location / point: _____

* **Bidders are required to specify above the delivery location / point to be considered as the FCA Plant location / point.**

6.2 Foreign-Based Contractor

Foreign-based bidders must submit firm prices for items in Canadian Dollars (CAD) or Euros (€), Canadian customs duties, excise taxes, Goods and Services Tax (GST) and Harmonized Sales Tax (HST) excluded, FCA Free Carrier, (Contractors Facility **) as per Incoterms 2000.

Delivery location / point: _____

** **Bidders are required to specify above the delivery location / point to be considered as the FCA Plant location / point.**

6.3 For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

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

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 parts which are being offered.

supplier are legally entitled to manufacture the

9. 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 procurement 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.

10. Foreign Suppliers (GST/HST)

Foreign Suppliers should be aware that Goods and Services Tax (GST) or Harmonized Sales Tax (HST) registration with Canada Revenue Agency is required in order to invoice for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). Any contracts awarded to foreign suppliers should not include the GST/HST.

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

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.

For evaluation purposes bids submitted in foreign currencies will be converted into Canadian dollars at Bank of Canada rate of exchange applicable at bid closing.

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

or

(a) () is not subject to the FCP, having a workforce of less than 100 full-time 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;

on

(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 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.)

Further information on the FCP is available on the HRSDC Web site.

[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](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:

Rita Niles
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) 956-0216
Facsimile: (819) 956-0648
E-mail address: rita.niles@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 (2012/03/02) 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 (2012/03/02) General Conditions - Goods (Medium Complexity);
- (c) 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).

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)
D6010C	2007/11/30	Palletization
D2025C	2008/12/12	Wood Packaging Materials

B5. Preparation for Delivery

The Contractor must prepare all item numbers 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 item numbers in quantities determined by unit of issue.

B6. Shipping Instructions (DND) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at the Contractor's facility Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics coordination center by telephone, facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

- (a) Inbound Logistics Coordination Center (ILCC)
 Telephone: 1-877-877-7423 (toll free)
 Facsimile: 1-877-877-7409 (toll free)
 E-mail: ILHQOttawa@forces.gc.ca
3. The contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
- (a) the contract number;
- (b) consignee address (for multiple addresses, goods must be packaged and labeled separately with each consignee address);
- (c) description of each item;
- (d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
- (e) actual weight and dimensions of each piece type, including gross weight;
- (f) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transportation Association Regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the Material Safety Data Sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

B6. Shipping Instructions(DND) - Foreign-based Contractors

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

2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics coordination center by telephone, facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

- (a) Inbound Logistics Coordination Center (ILCC):
 Telephone: 1-877-447-7701 (toll free)
 Facsimile: 1-877-877-7409 (toll free)
 Email: ILHQOttawa@forces.gc.ca

OR

- (b) Inbound Logistics United Kingdom (ILUK):
 Telephone: 011-44-1895-613023, or
 011-44-1895-613024
 Facsimile: 011-44-1895-613047
 Email: CFSUEDetUKMovement@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovement@forces.gc.ca

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

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

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

- (a) the Contract number;
- (b) consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
- (c) description of each item;
- (d) the number of pieces and type of packaging (e.g. carton, crate, drum, skid);

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- (e) actual weight and dimensions of each piece type, including gross weight;
 - (f) copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1, Canada Customs Invoice;
 - (g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - (h) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - (i) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transportation Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the Material Safety Data Sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

SECTION C - FINANCE

C1. Payment

1.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in the line item detail pages. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

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
C2800C	2011/05/16	Priority Rating - U.S Contractor
D0050C	2007/05/25	End User Certificate

C2. 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. Invoices must 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
Gatineau, Quebec K1A 0S5

Attention: Rita Niles
 - (c) One (1) copy to:

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

Attention: To be determined.