

**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**

<b>Title - Sujet</b> Leopard 2 - IP Phase 2	
<b>Solicitation No. - N° de l'invitation</b> W8476-134420/B	<b>Date</b> 2013-09-18
<b>Client Reference No. - N° de référence du client</b> W8476-134420	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BL-250-24031	
<b>File No. - N° de dossier</b> 250bl.W8476-134420	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-11-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input checked="" type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cardinal, Benoît	<b>Buyer Id - Id de l'acheteur</b> 250bl
<b>Telephone No. - N° de téléphone</b> (819) 956-1680 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0648
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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

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

## 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. Equivalent Products
10. Assurance of Nato Supply Code for Manufacturer (NSCM) Traceability
11. Foreign Suppliers (GST/HST/QST)

### PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

### PART 4 - CERTIFICATION

1. Certifications
2. Certifications Precedent to Contract Award
3. Code of Conduct and Certifications - Related documentation
4. Federal Contractors Program for Employment Equity - Bid Certification

### PART 5 - 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. Release Documents - Distribution
- B6. Preparation for Delivery

Solicitation No. - N° de l'invitation

W8476-134420/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

250b1

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

W8476-134420

File No. - N° du dossier

250b1W8476-134420

CCC No./N° CCC - FMS No/ N° VME

---

B7. Shipping Instructions (DND) - Canadian-based Contractor **OR**

B7. Shipping Instructions (DND) - Foreign-based Contractors

## SECTION C - FINANCE

C1. Payment

C2. Invoicing Instructions

### List of Annexes:

ANNEX "A"	REPAIRABLE SPARE PARTS
ANNEX "B"	CONSUMABLES
ANNEX "C"	COMMON SPARE PARTS 1
ANNEX "D"	COMMON SPARE PARTS 2
ANNEX "E"	COMMON SPARE PARTS 3
ANNEX "F"	AGGREGATE PRICE EVALUATION
ANNEX "G"	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

Solicitation No. - N° de l'invitation

W8476-134420/B

Amd. No. - N° de la modif.

File No. - N° du dossier

250bIW8476-134420

Buyer ID - Id de l'acheteur

250b1

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

W8476-134420

CCC No./N° CCC - FMS No/ N° VME

---

## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with this bid solicitation.

### 2. Requirement

The Department of National Defence (DND) has a requirement for the provisioning of Leopard 2 Main Battle Tank spare parts for Canada's Leopard 2 Family of Vehicles.

## 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* (<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.

1.1 The 2003 (2013/06/01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.2 SACC Manual Clauses

A9033T	2012/07/16	Financial Capability
A9130T	2011/05/16	Controlled Goods Program
B1000T	2007/11/30	Condition of Material
B3000T	2006/06/16	Equivalent Products ( <b><i>Equivalent products will not be accepted for Line Item 5114 as found in Annex E</i></b> )
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 Bids

Bids 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 bid solicitation.

- a) Two (2) hard copies of the Contractor's proposal must be mailed to the Bid Receiving Unit, as per page 1 of the bid solicitation;
- b) One (1) electronic copy of the Contractor's proposal must be mailed to the Bid Receiving Unit, as per page 1 of the bid solicitation on a standard USB key with the two (2) hard copies. The Annexes must be in Excel format.

**Note to Bidders:** Faxed copies of any Contractor's proposal **will not be accepted** for the two (2) requested hard copies. Should the prices in the electronic copy deviate from the hard copies, the prices in the hard copies take precedence. The Contracting Authority retains the right to clarify any questions regarding a submitted 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.

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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### 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 aggregate prices for Annex A, and/or Annex B, and/or Annex C, and/or Annex D, and/or Annex E. Each Annex a Contractor bids on must include a firm price for each line item. The prices must either be in Canadian Dollars (CAD) or Euros (€), Canadian customs duties, and excise taxes excluded, where applicable, and any other applicable taxes 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 aggregate prices for Annex A, and/or Annex B, and/or Annex C, and/or Annex D, and/or Annex E. Each Annex a Contractor bids on must include a firm price for every line item. The prices must either be in Canadian Dollars (CAD) or Euros (€), Canadian customs duties, excise taxes, and any other applicable taxes 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 Delivery Lead Time 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 supplier are legally entitled to manufacture the parts which are being offered.

## **9. Equivalent Products (*Not applicable for Line Item 5114 as found in Annex E*)**

- 1) Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
- designates the brand name, model and/or part number of the substitute product;
  - states that the substitute product is fully interchangeable with the item specified;
  - provides complete specifications and descriptive literature for each substitute product;
  - provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 2) Products offered as equivalent in form, fit, function and quality will not be considered if:
- the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - 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 demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation

---

**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 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.

**11. Foreign Suppliers (GST/HST/QST)**

Any contracts that call for delivery outside of Canada awarded to foreign suppliers should not include the GST/HST/QST.

---

## PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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 alternative and/or substitute NSN's or part numbers must be annotated next to the specific line item;
  3. All other clauses, terms and conditions stipulated in this RFP.
- a) Bids not meeting all of the mandatory requirements will be given no further consideration. Bidders may bid on any or all of the Annex(es). The bidder must provide a unit price for each line item per Annex as well as the total aggregate price in Annex F. The responsive bid with the lowest evaluated aggregate price per Annex will be recommended for award of a contract.

b) **Standard Instructions - Goods or Services - Competitive Requirements - 16  
Conduct of Evaluation**

In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.

- c) 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.

---

## PART 4 - CERTIFICATIONS

### 1. Certifications

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 2. 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.

### 3. Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

### 4. 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's website](#).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex G, [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex G [Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

## **PART 5 - 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:

Benoît Cardinal  
Senior 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) 956-1680  
Facsimile: (819) 956-0648  
E-mail address: benoit.cardinal@pwgsc.gc.ca

##### **Second Point of Contact is:**

Laura Franzini  
Supply Specialist  
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) 956-1154  
Facsimile: (819) 956-0648  
E-mail address: laura.franzini@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 Requisitioning Authority

The Requisitioning Authority for the Contract is:

101 Colonel By Drive  
Tank Replacement Project  
National Defence Headquarters  
MGen George R. Pearkes Building  
Ottawa, Ontario K1A 0K2

Attention: TBA  
Telephone:  
Facsimile:  
E-mail address:

The Requisitioning Authority is the representative of the department or agency for whom the Work is being carried out under the contract. The Requisitioning Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Requisitioning Authority however the Requisitioning Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

## 2.3 Technical Authority

The Technical Authority is:

101 Colonel By Drive  
Tank Replacement Project  
National Defence Headquarters  
MGen George R. Pearkes Building  
Ottawa, Ontario K1A 0K2

Attention: TBA  
Telephone:  
Facsimile:  
E-mail address:

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 Work, Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 2.4 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 3.1 General Conditions

2010A (2013/04/25) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

## A4. Certifications

### 4.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if 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.

### 4.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

### 4.3 Certificate of Conformity

The Contractor must prepare and deliver a Certificate of Conformity (CoC) for each deliverable end item with a QAC Q code as specified in the QAC column of each Annex. The CoC must be in English and in accordance with AQAP 2070.\*

\* Will be made available upon request.

### 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 (2013/04/25) General Conditions - Goods (Medium Complexity);
- (c) ANNEX "A" REPAIRABLE SPARE PARTS
- (d) ANNEX "B" CONSUMABLES
- (e) ANNEX "C" COMMON SPARE PARTS 1
- (f) ANNEX "D" COMMON SPARE PARTS 2
- ANNEX "E" COMMON SPARE PARTS 3
- (g) ANNEX "F" AGGREGATE PRICE EVALUATION
- (h) ANNEX "G" FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT  
EQUITY - CERTIFICATION
- (i) the Contractor's bid dated \_\_\_\_\_.

## SECTION B - REQUIREMENT

### B1. Requirement

The Department of National Defence has a requirement for the provisioning of Leopard 2 Main Battle Tank spare parts for Canada's Leopard 2 Family of Vehicles. The Contractor must supply the items as detailed in Annex A, and/or Annex B, and/or Annex C, and/or Annex D, and/or Annex E.

#### 1.1 Applicable Documents, Standards and Definitions\*

NDID	Title	Last Revision Date
D-01-100-214/SF-000	Specification for Preparation of Provisioning	2002-05-01
D-02-002-001/SG-001	Identification Marking of Canadian Military Property	2003-04-01
D-01-100-215/SF-000	Preparation of Material Change Notice	2002-05-01
D-LM-008-001/SF-001	Methods of Packaging	1986-06-30
D-LM-008-011/SF-001	Preparation and Use of Packaging Codes	1988-11-10
D-LM-008-002/SF-001	Marking for Storage and Shipment (as applicable)	1991-08-01
D-LM-002-036/SF-000	Minimum Requirement Standard Manufacturers Pack	----

\*Documents will be made available by e-mail upon request.

#### 1.2 Supplementary Provisioning Technical Documentation (SPTD)

The Contractor must prepare and deliver SPTD for each provisioned item when requested in the "SPTD" column of each Annex, to be provided no later than one month after contract award. The data elements provided must consist of the following: Item Number, Item Name, Reference Number (manufacturers part), NSCM/CAGE Code, Quantity Per Assembly, Standard Unit Price, Unit of Issue (UOI), Procurement Lead Time (PLT), Economic Order Quantity (EOQ), Demilitarization Code, Reparability Indicator (REP), Shelf life, Retracted Drawing (Level Three Drawing) and Original Equipment Manufacturer (OEM)'s Part Number.

#### 1.3 Acceptance

The Technical Authority (TA) is the Inspection Authority. All reports, deliverable items, goods and all services rendered under this Contract are subject to inspection by the Inspection Authority or his representative either at Contractor's Facility or destination. Should any good or service not be in accordance with the requirements as listed in EACH Annex to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction before recommending payment. All reports, documents, certificates provided to Canada will be in English to the maximum extent possible.

### B2. Material

Refer to the "Material Condition" column in each Annex to identify the accepted condition of material for each line item. Material supplied must 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**

A9131C	2011/05/16	Controlled Goods Program ( <b>Refer to each Annex</b> )
B4060C	2011/05/16	Controlled Goods ( <b>Refer to each Annex</b> )
D5545C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) ( <b>Refer to each Annex</b> )
D5540C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q) ( <b>Refer to each Annex</b> )
D5510C	2012/07/16	Quality Assurance Authority (DND) - Canadian Based Contractor <b>OR</b>
D5515C	2010/01/11	Quality Assurance Authority (DND) - Foreign-based and United States Contractor
D5606C	2012/07/16	Release Documents (DND) - Canadian-based Contractor <b>OR</b>
D5605C	2010/01/11	Release Documents (DND) - United States-based Contractor <b>OR</b>
D5604C	2008/12/12	Release Documents (DND) - Foreign-based Contractor
D6010C	2007/11/30	Palletization
D2025C	2008/12/12	Wood Packaging Materials
B7500C	2006/06/16	Excess Goods

**B5. Release Documents - Distribution**

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

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

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

Attention: TBD

- e. One (1) copy to the Quality Assurance Representative;

- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration  
 National Defence Headquarters  
 Mgen George R. Pearkes Building  
 101 Colonel By Drive  
 Ottawa, ON K1A OK2

E-mail: ContractAdmin.DQA@forces.gc.ca.

## **B6. Preparation for Delivery**

### **1. Manufacturer's Standard Pack**

The Contractor must prepare 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.

Specific packaging requirements are specified in the "Packaging" column of each Annex. Items must be packaged as per the specification. The following packaging specifications form part of the Contract;

- 1) EA (each) - Item must be packed one (1) per package;
- 2) Std (Standard) - As per D-LM-008-036/SF-000;
- 3) HD (Hundreds) - In packages of one hundred (100);
- 4) NSN - Item must be packed in specified NSN;
- 5) KG - In packages of (1) Kilogram;
- 6) KT - In packages of one (1) Kit;
- 7) MR - In packages of one (1) Meter;
- 8) PG - As per UOI of Package;
- 9) RO - In packages of one (1) Roll;
- 10) SE - In packages of one (1) Set; and
- 11) CN - In packages of one (1) Can.

### **2. Wood Packaging Materials**

- 2.1 All wood packaging materials used in international shipping must conform to the Guidelines for Regulating Wood Packaging Material in International Trade - ISPM 15 (International Standards for Phytosanitary Measures) <http://www.inspection.gc.ca/plants/exports/international-standards/eng/1307387838940/1307388138219>
- 2.2 Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:
  - a) D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States (<http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/D-98-08/eng/1323963831423/1323964135993>);and

- b) D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP) ([Http://www.inspection.gc.ca/plants/forestry/exports/cwpcp/eng/1319408686981/1319409123845](http://www.inspection.gc.ca/plants/forestry/exports/cwpcp/eng/1319408686981/1319409123845)).

## B7. Shipping Instructions (DND) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ (Insert the named place, e.g. Contractor's facility) with furtherance to Montreal, Quebec OR Edmonton, Alberta, Canada as specified in Annex A, and/or Annex B, and/or Annex C, and/or Annex D and/or Annex E as per 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 5.
3. Frequency of shipments is limited to one (1) shipment per month per delivery destination. On a monthly basis, the Contractor will dispatch no more than one (1) shipment to Montreal, Quebec and one (1) shipment to Edmonton, Alberta.
4. Consignee Address:

### Shipments to Montreal, Quebec, Canada;

Department of National Defence  
25 CFSD Receipts Section  
6363 Rue Notre Dame Est.  
Montreal, Quebec, H1N 2E9  
Canada

### Shipments to Edmonton, Alberta, Canada;

Department of National Defence  
7 CFSD - Receipts Section  
CFB Edmonton  
Edmonton, Alberta, T5J 4J5  
Canada

- (a) Insert the following for all contracts, except repair and overhaul, where the Contractor is located in Canada:

Inbound Logistics Coordination Center (ILCC)  
Telephone: 1-877-877-7423 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: ILHQttawa@forces.gc.ca

5. 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.
6. 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.
  7. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
  8. 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.
  9. 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.

**OR**

**B7. Shipping Instructions (DND) - Foreign-based Contractors**

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ (Insert the named place, e.g. Contractor's facility) with furtherance to Montreal, Quebec OR Edmonton, Alberta, Canada as specified in Annex A, and/or Annex B, and/or Annex C, and/or Annex D and/or Annex E as per 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 5.
3. Frequency of shipments is limited to one (1) shipment per month per delivery destination. On a monthly basis, the Contractor will dispatch no more than one (1) shipment to Montreal, Quebec and one (1) shipment to Edmonton, Alberta.
4. Consignee Address:

**Shipments to Montreal, Quebec, Canada;**

Department of National Defence  
 25 CFSD Receipts Section  
 6363 Rue Notre Dame Est.  
 Montreal, Quebec, H1N 2E9  
 Canada

**Shipments to Edmonton, Alberta, Canada;**

Department of National Defence  
 7 CFSD - Receipts Section  
 CFB Edmonton  
 Edmonton, Alberta, T5J 4J5  
 Canada

(Before contract award, the contracting officer must choose either shipping option a, b, c, or d, and delete the unused options.)

- (a) Insert the following when the Contractor is located in the United States (U.S.):

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

OR

- (b) Insert the following when the Contractor is located in United Kingdom and Ireland:

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) Insert the following when the Contractor is located in a country other than Canada, the United States, the United Kingdom and Ireland:

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

5. 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);
  - (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.
6. 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.
7. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
8. 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.
9. 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 firm price(s) as specified in each Annex (A/B/C/D/E) for a cost of \$/€ \_\_\_\_\_. Customs duties are excluded 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.

#### 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 Contractor
C2800C	2013/01/28	Priority Rating - U.S Contractor
C2608C	2012/07/16	Canadian Customs Documentation
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) Original copy to the Requisitioning Authority:
 

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

Attention: TBD
  - (b) One (1) copy to the Contracting Authority
 

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

Attention: **Benoît Cardinal**

(c) One (1) copy to the Consignee

3. Invoices, together with substantiating documentation (Certificate of Conformity (CoC), Canadian Customs Invoice (CCI), Consignment Authorization and Receipt Form (CARF)), submitted by the Contractor for the Work, must be on their own form in English and must include the following information:
  - i) The date;
  - ii) Name and address of the consignee; and
  - iii) Contract number and financial code (C.001241.04.02.04.02-V510-9269)
4. 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.
5. The Contractor shall not submit an invoice prior to either;
  - (a) shipment of the items to which it relates, or
  - (b) performance of services for which it relates.
6. Frequency of shipments is limited to one (1) shipment per month per a delivery destination. On a monthly basis, the Contractor will dispatch no more than one (1) shipment to Montreal, Quebec and one (1) shipment to Edmonton, Alberta.

Solicitation No. - N° de l'invitation

W8476-134420/B

Amd. No. - N° de la modif.

File No. - N° du dossier

250b1W8476-134420

Buyer ID - Id de l'acheteur

250b1

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

W8476-134420

CCC No./N° CCC - FMS No/ N° VME

---

**ANNEX A, B, C, D, E, F**

**This is a placeholder for Annex A, Annex B, Annex C, Annex D, Annex E and Annex F. Please refer to each tab of the Excel spreadsheet titled "IPPhase2EN.xls" available for download on the [Buyandsell.gc.ca/tenders](http://Buyandsell.gc.ca/tenders) website.**

---

## ANNEX G

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)