

**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> Spare Parts - Leopard 2	
<b>Solicitation No. - N° de l'invitation</b> W8486-148552/B	<b>Date</b> 2014-04-04
<b>Client Reference No. - N° de référence du client</b> W8486-148552	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BL-266-24424	
<b>File No. - N° de dossier</b> 266bl.W8486-148552	<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 2014-05-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Cormier, Jessica	<b>Buyer Id - Id de l'acheteur</b> 266bl
<b>Telephone No. - N° de téléphone</b> (819) 956-8075 ( )	<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> DEPARTMENT OF NATIONAL DEFENCE BLDG 236 EAST END 195 AVE&82ND ST 7 CFSD - RECEIPTS SECTION EDMONTON Alberta T5J4J5 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

<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>



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: 6685-20-004-9858 SUPPORT, THERMOMETER NSCM/CAGE - COF/CAGE: 3AT80 Part No. - N° de la partie: 543050	W248A	W2481	2	Each	XXXXXXXXXXXXX	\$		See Herein	
2	NSN - NNO: 5325-12-388-0095 STUD, TURNLOCK FASTENER NSCM/CAGE - COF/CAGE: D2692 Part No. - N° de la partie: 991S05-26-1AF	W248A	W2481	50	Each	XXXXXXXXXXXXX	\$		See Herein	
3	NSN - NNO: 4210-12-386-6929 EXTINGUISHER, FIRE, DRY CHEMICAL NSCM/CAGE - COF/CAGE: D1972 Part No. - N° de la partie: 001473.2046	W248A	W2481	50	Each	XXXXXXXXXXXXX	\$		See Herein	
4	NSN - NNO: 9505-12-352-0714 WIRE, NONELECTRICAL NSCM/CAGE - COF/CAGE: D9434 Part No. - N° de la partie: 1667011022	W248A	W2481	20	KG	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: 5310-12-343-9673 NUT, PLAIN, ROUND NSCM/CAGE - COF/CAGE: C5393 Part No. - N° de la partie: 536519-0819.000	W248A	W2481	20	EA	XXXXXXXXXXXX	\$		See Herein	
6	NSN - NNO: 2540-12-340-7780 BLADE, WINDSHIELD WIPER NSCM/CAGE - COF/CAGE: C5393 Part No. - N° de la partie: 536519-0036.000	W248A	W2481	50	EA	XXXXXXXXXXXX	\$		See Herein	
7	NSN - NNO: 4330-12-311-1153 PARTS KIT, FLUID PRESSURE FILTER PART No: Y2500135-971600.000.0 NSCM/CAGE - COF/CAGE: D2692	W248A	W2481	21	SE	XXXXXXXXXXXX	\$		See Herein	
8	NSN - NNO: 5340-12-309-8037 BRACKET, ANGLE NSCM/CAGE - COF/CAGE: D8266 Part No. - N° de la partie: 5110800040	W248A	W2481	5	EA	XXXXXXXXXXXX	\$		See Herein	



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9	NSN - NNO: 5340-12-301-8580 STANDOFF, THREADED, SPACING . NSCM/CAGE - COF/CAGE: C5393 Part No. - N° de la partie: 536119-1522.000	W248A	W2481	6	EA	XXXXXXXXXXXX	\$		See Herein	
10	NSN - NNO: 1015-12-192-6812 CABLE NO 34 NSCM/CAGE - COF/CAGE: D2692 Part No. - N° de la partie: 2500135-066134.000.0	W248A	W2481	4	EA	XXXXXXXXXXXX	\$		See Herein	
11	NSN - NNO: 5340-12-191-0709 CAP, PROTECTIVE, DUST AND MOISTURE SEAL NSCM/CAGE - COF/CAGE: D0498 Part No. - N° de la partie: 1404CLK-M4-SCHWARZ	W248A	W2481	4	EA	XXXXXXXXXXXX	\$		See Herein	
12	NSN - NNO: 5305-12-186-5772 SCREW, CAP, SOCKET HEAD PART: REYHERDIN7991M10X1,25X25-8.8-A3P NSCM: D1877 NSCM/CAGE - COF/CAGE: D1877	W248A	W2481	46	EA	XXXXXXXXXXXX	\$		See Herein	
13	NSN - NNO: 5340-12-179-8369 CAP, PROTECTIVE, DUST AND MOISTURE SEAL NSCM/CAGE - COF/CAGE: D1371 Part No. - N° de la partie: 025-0487-000	W248A	W2481	10	EA	XXXXXXXXXXXX	\$		See Herein	
14	NSN - NNO: 2990-12-178-5733 STRIP . NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: 2300109-059100.008.0	W248A	W2481	4	EA	XXXXXXXXXXXX	\$		See Herein	
15	NSN - NNO: 5325-12-178-5693	W248A	W2481	100	EA	XXXXXXXXXXXX	\$		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
15	RING, RETAINING NSCM/CAGE - COF/CAGE: D8266 Part No. - N° de la partie: 0009940254									
16	NSN - NNO: 5305-12-178-5589 SETSCREW NSCM/CAGE - COF/CAGE: D8286 Part No. - N° de la partie: DIN914-M3X6-45H-A2P	W248A	W2481	12	EA	XXXXXXXXXXXX	\$		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: 5340-12-178-2886 CAP-PLUG, PROTECTIVE, DUST AND MOI STURE SE NSCM/CAGE - COF/CAGE: D1371 Part No. - N° de la partie: 025-0460-000	W248A	W2481	10	EA	XXXXXXXXXXXX	\$		See Herein	
18	NSN - NNO: 5930-12-178-2539 SWITCH, TOGGLE NSCM/CAGE - COF/CAGE: D9444 Part No. - N° de la partie: 12TL1-50	W248A	W2481	8	EA	XXXXXXXXXXXX	\$		See Herein	
19	NSN - NNO: 5340-12-177-3436 CAP-PLUG, PROTECTIVE, DUST AND MOI STURE SE NSCM/CAGE - COF/CAGE: D1371 Part No. - N° de la partie: 025-0510-000	W248A	W2481	10	EA	XXXXXXXXXXXX	\$		See Herein	
20	NSN - NNO: 5340-12-171-8000 CAP, PROTECTIVE, DUST AND MOISTURE SEAL NSCM/CAGE - COF/CAGE: D9853 Part No. - N° de la partie: 37 024-016	W248A	W2481	10	EA	XXXXXXXXXXXX	\$		See Herein	
21	NSN - NNO: 4030-12-169-3013 HOOK, CHAIN, S NSCM/CAGE - COF/CAGE: C0419 Part No. - N° de la partie: 160-88587-04	W248A	W2481	100	EA	XXXXXXXXXXXX	\$		See Herein	
22	NSN - NNO: 5310-12-153-3238 WASHER, LOCK NSCM/CAGE - COF/CAGE: D9535 Part No. - N° de la partie: P8334	W248A	W2481	50	EA	XXXXXXXXXXXX	\$		See Herein	
23	NSN - NNO: 5140-12-146-2366 BAG, TOOL NSCM/CAGE - COF/CAGE: D9448	W248A	W2481	5	EA	XXXXXXXXXXXX	\$		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
23	Part No. - N° de la partie: 23114-6902.00									
24	NSN - NNO: 6210-00-592-4198 HOUSING NSCM/CAGE - COF/CAGE: 96182 Part No. - N° de la partie: 90KS201-1	W248A	W248I	5	EA	XXXXXXXXXXXX	\$		See Herein	



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25	NSN - NNO: 5930-00-007-9229 SWITCH, TOGGLE NSCM/CAGE - COF/CAGE: 96906 Part No. - N° de la partie: MS27716-27	W248A	W2481	20	EA	XXXXXXXXXXXXX	\$		See Herein	
26	NSN - NNO: 6210-00-001-1430 LIGHT, INDICATOR NSCM/CAGE - COF/CAGE: 96182 Part No. - N° de la partie: 90KALD1	W248A	W2481	15	EA	XXXXXXXXXXXXX	\$		See Herein	

**This Bid Solicitation cancels and supersedes previous bid solicitation number W8486-148552/A dated August 02, 2013 with a closing date of September 17, 2013 at 2:00pm EDT.**

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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).

### 3. Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## 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 (2014/03/01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.2 SACC Manual Clauses

A9130T	2011/05/16	Controlled Goods Program (Item 10)
B1000T	2007/11/30	Condition of Material
B3000T	2006/06/16	Equivalent Products
B7500C	2006/06/16	Excess Goods
C3011T	2013/11/06	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.

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 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 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 required 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 supplier are legally entitled to manufacture the parts which are being offered.

## 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.

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**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.

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## **PART 4 - CERTIFICATIONS**

### **1. Certifications**

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **2. Certifications Required 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.

#### **2.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](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 [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

**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:

Jessica Cormier  
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) 956-8075  
Facsimile: (819) 956-0648  
E-mail address: jessica.cormier@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: \_\_\_\_\_

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**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](http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp)

**General Conditions**

2010A (2014/03/01) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

**A4. Certifications**

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 (2014/03/01) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated \_\_\_\_\_ .

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## 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**

A9131C	2011/05/16	Controlled Goods Program (Item 10)
B4060C	2011/05/16	Controlled Goods (Item 10)
D5545C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)
D3010C	2012/07/16	Dangerous Goods/Hazardous Products
D6010C	2007/11/30	Palletization
D2025C	2013/11/06	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 item 4 in individual spools of 1 KG ea for a quantity of 20 spools.

The Contractor must package item numbers 1-3, 5-26 in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000.

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

1. Delivery will be FCA Free Carrier at 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.

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.

**OR**

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

1. Delivery will be FCA Free Carrier at 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.

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

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);
  - (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 C11, 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

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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.

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## 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 contract. Customs duties are included or 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
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) 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: Jessica Cormier

(c) One (1) copy to:

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