

**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 Spare Parts		
<b>Solicitation No. - N° de l'invitation</b> W8486-151096/A	<b>Date</b> 2014-04-23	
<b>Client Reference No. - N° de référence du client</b> W8486-151096		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BL-250-24447		
<b>File No. - N° de dossier</b> 250bl.W8486-151096	<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 2014-06-11</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> 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>	



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W248A	DEPARTMENT OF NATIONAL DEFENCE BLDG 236 EAST END 195 AVE&82ND ST EDMONTON Alberta T5J4J5 Canada	W2481	DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 Canada
WB941	DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N3V9 Canada	W1941	DEPARTMENT OF NATIONAL DEFENCE C.P. 4000 SUCC K MONTREAL Quebec H1N3R9 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 4730-12-362-6842 ADAPTER,STRAIGHT,TUBE TO BOSS Part: ISO8434-1-SDS-L18XM22X1,5-TYPE - Supplier: I9008	WB941	W1941	40	Each	XXXXXXXXXXXXX \$	See Herein	
2	NSN - NNO: 4730-12-362-6842 ADAPTER,STRAIGHT,TUBE TO BOSS Part: ISO8434-1-SDS-L18XM22X1,5-TYPE - Supplier: I9008	W248A	W2481	20	Each	XXXXXXXXXXXXX \$	See Herein	
3	NSN - NNO: 2590-12-192-3238 BRACKET PART: 2300109-970380.000.0 SUPPLIER: D9448 • PART: 2300109-970380.000.0 SUPPLIER: D1839 • PART: 2300109-970380.000.0 SUPPLIER: C2311 • PART: 2300109-970380.000.0 SUPPLIER: D1871	WB941	W1941	28	Each	XXXXXXXXXXXXX \$	See Herein	
4	NSN - NNO: 2590-12-187-9770 BRACKET PART: 2300109-970400.087.0 SUPPLIER: D9448 • PART: 2300109-970400-087-0 SUPPLIER: D1871 • PART: 2300109-970400.087.0 SUPPLIER: D1871	WB941	W1941	29	Each	XXXXXXXXXXXXX \$	See Herein	
5	NSN - NNO: 3040-12-143-1087 BREATHER PART: 4200262133	W248A	W2481	11	Each	XXXXXXXXXXXXX \$	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
5	SUPPLIER: D8086 . PART: 600212 SUPPLIER: N0146 . PART: 42 002 62 133 SUPPLIER: D8086 .							



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
6	NSN - NNO: 2510-12-178-5638 COVER PART: 2300109-182003.000.0 SUPPLIER: D9448 • PART: 2300109-182003.000.0 SUPPLIER: D1839 • PART: 2300109-182003.000.0 SUPPLIER: C2311 • PART: 2300109-182003.000.0 SUPPLIER: D1871	WB941	W1941	16	Each	XXXXXXXXXXXXX \$	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
7	NSN - NNO: 2510-12-178-5638 COVER PART: 2300109-182003.000.0 SUPPLIER: D9448 • PART: 2300109-182003.000.0 SUPPLIER: D1839 • PART: 2300109-182003.000.0 SUPPLIER: C2311 • PART: 2300109-182003.000.0 SUPPLIER: D1871	W248A	W2481	5	Each	XXXXXXX \$	See Herein	
8	NSN - NNO: 2510-12-388-0455 FENDER, VEHICULAR NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: SK1239-187312.000.0	WB941	W1941	4	Each	XXXXXXX \$	See Herein	
9	NSN - NNO: 2510-12-388-0455 FENDER, VEHICULAR NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: SK1239-187312.000.0	W248A	W2481	10	Each	XXXXXXX \$	See Herein	
10	NSN - NNO: 2590-12-194-4151 MOLDING,METAL PART: 2300109-981800-001-0 SUPPLIER: D9448 • PART: 2300109-981800-001-0 SUPPLIER: D1871 • PART: 2300109-981800.001.0 SUPPLIER: D1871 • PART: 2300109-981800.001.0 SUPPLIER: D9448	WB941	W1941	10	Each	XXXXXXX \$	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
11	NSN - NNO: 2540-12-336-7163 NOZZLE, WINDSHIELD WASHER ASSEMBLY NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: 2300348-186221.000.0	WB941	W1941	80	Each	XXXXXXXXXXXXX \$	See Herein	
12	NSN - NNO: 2510-12-383-4426 PLATE, SKIRTING, VEHICLE SUSPENSION NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: 2300524-187260.000.0	WB941	W1941	8	Each	XXXXXXXXXXXXX \$	See Herein	
13	NSN - NNO: 2510-12-383-4426 PLATE, SKIRTING, VEHICLE SUSPENSION NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: 2300524-187260.000.0	W248A	W2481	12	Each	XXXXXXXXXXXXX \$	See Herein	
14	NSN - NNO: 2540-12-189-0197 SITZVERSTELLUNG PART: 2579-0000-05 SUPPLIER: D1871 • PART 114007 SUPPLIER: D2711 • PART: 40070 SUPPLIER: D5411 • PART: 2579-0000-05 SUPPLIER: D9448	WB941	W1941	12	Each	XXXXXXXXXXXXX \$	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
15	NSN - NNO: 2540-12-189-0197 SITZVERSTELLUNG PART: 2579-0000-05 SUPPLIER: D1871 • PART 114007 SUPPLIER: D2711 • PART: 40070 SUPPLIER: D5411 • PART: 2579-0000-05 SUPPLIER: D9448	W248A	W2481	5	Each	XXXXXXX \$	See Herein	
16	NSN - NNO: 4330-12-189-2774 FILTER ELEMENT,FLUID PART: 1646325 SUPPLIER: C7535 • PART: 19090-36-001 SUPPLIER: DF476	W248A	W2481	8	Each	XXXXXXX \$	See Herein	





Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
17	NSN - NNO: 4720-12-326-5974 HOSE ASSEMBLY, NONMETALLIC PART: VG95925FFDB3CB3N01480AP SUPPLIER: C'7567	WB941	W1941	8	Each	XXXXXXXXXXXXX \$	See Herein	
18	NSN - NNO: 4720-12-326-5974 HOSE ASSEMBLY, NONMETALLIC PART: VG95925FFDB3CB3N01480AP SUPPLIER: C'7567	W248A	W2481	4	Each	XXXXXXXXXXXXX \$	See Herein	
19	NSN - NNO: 4320-12-178-1185 PUMP , ROTARY PART: D107706 SUPPLIER: D0177 • PART: D107706 SUPPLIER: 0022N	WB941	W1941	10	Each	XXXXXXXXXXXXX \$	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
20	NSN - NNO: 4720-12-178-3050 HOSE, PREFORMED PART: 2300109-030000-015-0 SUPPLIER: D9448 • PART: 2300109-030000-015-0 SUPPLIER: D1871 • PART: 2300109-030000.015.0 SUPPLIER: D1871	W248A	W2481	2	Each	XXXXXXX \$	See Herein	
21	NSN - NNO: 4720-12-178-8678 HOSE, NONMETALLIC PART: 1503-32-00500 SUPPLIER: D2497 • PART: 1503-32-00500 SUPPLIER: C7567	W248A	W2481	10	Each	XXXXXXX \$	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
22	NSN - NNO: 4820-12-189-0415 VALVE, BALL PART: 2300109-820100.000.0 SUPPLIER: D9448 • PART: 2300109-820100.000.0 SUPPLIER: D1839 • PART: 2300109-820100.000.0 SUPPLIER: D1871	WB941	W1941	10	Each	XXXXXXXXXXXXX \$	See Herein	
25	NSN - NNO: 4730-12-328-3966 SWIVEL JOINT ,HYDRAULIC NSCM/CAGE - COF/CAGE: D8134 Part No. - N° de la partie: WH8-LMKD-OMD-VI-A3P	W248A	W2481	10	Each	XXXXXXXXXXXXX \$	See Herein	
26	NSN - NNO: 3110-12-124-0355 BEARING,BALL,ANNULAR NSCM/CAGE - COF/CAGE: D8276 Part No. - N° de la partie: 630603DIN625	WB941	W1941	25	Each	XXXXXXXXXXXXX \$	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
27	NSN - NNO: 4720-12-178-8678 HOSE, NONMETALLIC PART: 1503-32-00500 SUPPLIER: D2497 • PART: 1503-32-00500 SUPPLIER: C7567	WB941	W1941	20	Each	XXXXXXXXXXXXX \$	See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **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 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* (<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 (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 ( <b>Items 10, 12, 13</b> )
B1000T	2007/11/30	Condition of Material
B3000T	2006/06/16	Equivalent Products
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 bids 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 bids 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.

### 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 any other applicable taxes excluded, FCA Free Carrier, (Contractors Facility \* ) as per Incoterms 2000.

Delivery location / point: \_\_\_\_\_

\* **Bidders are requested 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, and any other applicable taxes excluded, FCA Free Carrier, (Contractors Facility \*\* ) as per Incoterms 2000.

Delivery location / point: \_\_\_\_\_

\*\* **Bidders are requested 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 fulfill 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.

## 10. Foreign Suppliers (GST/HST/QST)

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

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### **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 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.

## 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.

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:

Benoît Cardinal  
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) 956-1680  
Facsimile: (819) 956-0648  
E-mail address: benoit.cardinal@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  
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 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 (2014/03/01) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### A4. Certifications

#### 4.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

### 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.

Solicitation No. - N° de l'invitation

W8486-151096/A

Amd. No. - N° de la modif.

File No. - N° du dossier

250blW8486-151096

Buyer ID - Id de l'acheteur

250bl

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

W8486-151096

CCC No./N° CCC - FMS No/ N° VME

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**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 \_\_\_\_\_ .

## 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 as soon as possible.

(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>Items 10, 12, 13</b> )
B4060C	2011/05/16	Controlled Goods ( <b>Items 10, 12, 13</b> )
D5545C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) ( <b>All other items not listed below</b> )
D5540C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q) ( <b>Items 12, 13</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
D3010C	2012/07/16	Dangerous Goods/Hazardous Products
D6010C	2007/11/30	Palletization
D2025C	2013/11/06	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 OK2

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**

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

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

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ 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**

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

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ 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) 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)-2203-908-5304 or 2748

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 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 firm unit price(s) as specified in the line item detail pages 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 Contractors
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) 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: Benoît Cardinal

(c) One (1) copy to:

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

Attention: TBD