

**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 / Niveau 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

**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>Title - Sujet</b> LEO 2 FOV SPARE PARTS	
<b>Solicitation No. - N° de l'invitation</b> W8486-141090/A	<b>Date</b> 2014-08-21
<b>Client Reference No. - N° de référence du client</b> W8486-141090	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BL-235-24643	
<b>File No. - N° de dossier</b> 235bl.W8486-141090	<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 2014-10-06</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 type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Baynes, Edna	<b>Buyer Id - Id de l'acheteur</b> 235bl
<b>Telephone No. - N° de téléphone</b> (819) 956-0232 ( )	<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**

<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/</b> <b>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 7 CFSD RECEIPTS AND ISSUES SECTION EDMONTON Alberta T5J4J5 Canada	W2481	DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT STN FORCES P.O.BOX 10500 ATTN: 7 CFSD FINANCE SECTION EDMONTON Alberta T5J4J5 Canada
WB941	DEPARTMENT OF NATIONAL DEFENCE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N 3V9 Canada	W1941	DEPARTMENT OF NATIONAL DEFENCE C.P. 4000 SUCC K 25 DAFIC / MAGASIN ATTN: 25 CFSD FINANCE SECTION 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: 5340-12-191-8310 BAND, RETAINING NSCM / PART NO. D1993 1016-1600-0103 D1993 418.471	W248A	W2481	10	Each	\$ XXXXXXXXXXXXX	See Herein	
2	NSN - NNO: 5306-12-193-1093 BOLT, EYE NSCM / PART NO. 0131B 5306121931093 D2396 41-1180-1600.000.0 C2311 41-1180-1600.000.0 D2692 41-1180-1600.000.0	WB941	W1941	9	Each	\$ XXXXXXXXXXXXX	See Herein	
3	NSN - NNO: 5306-12-367-3926 BOLT, MACHINE NSCM / PART NO. I9005 EN1665-M12X35-8.8-A3P I9006 EN1665-M12X35-8.8-A3P	WB941	W1941	60	Each	\$ XXXXXXXXXXXXX	See Herein	
4	NSN - NNO: 5306-12-349-4890 BOLT, MACHINE NSCM / PART NO. D1439 07 11 9 900 029 D1439 9900029 I9005 EN1665-M12X20-8.8-A3P	W248A	W2481	34	Each	\$ XXXXXXXXXXXXX	See Herein	
5	NSN - NNO: 5340-12-393-7694 BRACKET, ANGLE NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: SK1121-187719.001.0	WB941	W1941	35	Each	\$ XXXXXXXXXXXXX	See Herein	
6	NSN - NNO: 5340-12-393-7694 BRACKET, ANGLE NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: SK1121-187719.001.0	W248A	W2481	10	Each	\$ XXXXXXXXXXXXX	See Herein	
7	NSN - NNO: 5340-12-346-4208 BRACKET, MOUNTING NSN / PART NO.	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
7	D1871 1808581							
	C2311 2300348-970400.078.0							
	D1871 2300348-970400.078.0							



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
8	NSN - NNO: 5340-12-193-6450 CLAMP, LOOP NSCM / PART NO. D8773 RS65/20 D8773 RS65-20 D8773 RS0.65/20 D8286 DIN3016-B1-65X20-W1-2 D8286 DIN3016-1-B1-65X20-W1-2 D8773 4100020065	WB941	W1941	20	Each	\$ XXXXXXXXXXXXX	See Herein	
9	NSN - NNO: 5340-12-177-8818 CLIP, SPRING TENSION NSCM / PART NO. C3689 1006000005 D9414 5SXN06 D0789 5MBO06PHOSPHATIERT C3689 5MBO06 PHOSPH. C3689 5MBO06 D9414 5ESN06 D9414 100600000-002 D9414 1006000005 C3689 100600000005/002	WB941	W1941	30	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
10	NSN - NNO: 5340-12-177-8189 CLIP, SPRING TENSION NSCM / PART NO. C3689 1006000005 D9414 5SXN06 D9414 1006000005 D0789 5MBO06PHOSPHATIERT C3689 5MBO06 PHOSPH. C3689 5MBO06 D9414 5ESN06 C3689 100600000005/002 D9414 100600000-002	W248A	W2481	15	Each	\$ XXXXXXXXXXXXX	See Herein	
11	NSN - NNO: 5340-12-336-7162 COVER, ACCESS NSCM / PART NO. D1871 1806946 C2311 2300348-091720.005.0 D1871 2300348-091720.005.0	WB941	W1941	30	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
12	NSN - NNO: 5330-12-164-8917 GASKET NSCM / PART NO D8124 5077 301 123 D2480 U13X19,9X1,5-70NBR/106950	W248A	W2481	10	Each	\$ XXXXXXXXXXXXX	See Herein	
13	NSN - NNO: 5330-12-325-9680 GASKET NSCM / PART NO. C2311 2300109-288900.001.0 D1871 2300109-288900.001.0 D0210 2300109-288900.001.0	WB941	W1941	30	Each	\$ XXXXXXXXXXXXX	See Herein	
14	NSN - NNO: 5330-12-178-2387 GASKET NSCM / PART D8081 1288380 D8081 KN12-9-5X16X3	WB941	W1941	20	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: 5330-12-324-7240 GASKET / PART NO. NSCM 50333.180.022 H3620 661-889 94223 207603018300 D8266 101490 N0146 D8266 DIN7603-C18X22-CUFA	W248A	W2481	20	Each	\$ XXXXXXXXXXXXX	See Herein	
16	NSN - NNO: 5340-12-326-2695 LEAF, BUTT HINGE / PART NO. NSCM 2300348-187000.001.0 D1871 2300348-187000.001.0 C2311	WB941	W1941	30	Each	\$ XXXXXXXXXXXXX	See Herein	
17	NSN - NNO: 5120-12-300-9688 LEVER / PART NO. NSCM 3139V C0963 3139V(4) C0963	WB941	W1941	6	Each	\$ XXXXXXXXXXXXX	See Herein	
18	NSN - NNO: 5330-12-178-7125 SEAL / PART NO. NSCM 2300109-050200.000.0 D1871 2300109-050200.000.0 C2311	WB941	W1941	5	Each	\$ XXXXXXXXXXXXX	See Herein	
19	NSN - NNO: 5330-12-177-4897 SEAL, NONMETALLIC SPECIAL SHAPED S ECTION / PART NO. NSCM 2300109-180010.001.0 C4344 2300109-180010.001.0 C2311 2300109-180010.001.0 D1871 2300109-180010.001.0 D0789 2300109-180010.001.0	WB941	W1941	10	Each	\$ XXXXXXXXXXXXX	See Herein	
20	NSN - NNO: 5935-12-338-8201 CONNECTOR, PLUG, ELECTRICAL / PART NO. NSCM 2300348-060080.000.0 D1871 2300348-060080.000.0 C2311	WB941	W1941	31	Each	\$ XXXXXXXXXXXXX	See Herein	



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21	NSN - NNO: 5970-12-151-4427 INSULATION SLEEVING, ELECTRICAL NSCM / PART NO. H7034 NTW-H25.4 C1306 DERAY-V25 1-0 S7726 SUMITUBEAN251 "BLACK D8527 SE281 " 25.4MM 0198G DR-25 1-0	WB941	W1941	9	MR	\$	XXXXXXXXXXXX	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: 5970-12-393-0547 ISOLATOR NSCM/CAGE - COF/CAGE: D1871 Part No. - N° de la partie: SK1121-180080.024.0	WB941	W1941	20	EA	\$	XXXXXXXXXXXX	See Herein	
23	NSN - NNO: 5340-12-168-1660 MOUNT, RESILIENT, GENERAL PURPOSE NSCM / PART NO. S3092 C3695565 C2463 C3695565 S3092 C 3695 565 C2463 C 3695 565 C3199 510027-M8X16.NR70.ST D9448 2300109-820000.012.0 D1871 2300109-820000.012.0 C2311 2300109-820000.012.0 D8286 DIN95363-B30X30-M8X16-NR70ST	W248A	W2481	20	EA	\$	XXXXXXXXXXXX	See Herein	



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24	NSN - NNO: 5340-12-168-1660 MOUNT, RESILIENT, GENERAL PURPOSE NSCM / PART NO. S3092 C3695565 C2463 C3695565 S3092 C 3695 565 C2463 C 3695 565 C3199 510027-M8X16.NR70.ST D9448 2300109-820000.012.0 D1871 2300109-820000.012.0 C2311 2300109-820000.012.0 D8286 DIN95363-B30X30-M8X16-NR70ST	WB941	W1941	40	EA	\$	XXXXXXXXXXXX	See Herein	
25	NSN - NNO: 5340-12-191-8310 BAND, RETAINING NSCM / PART NO. D1993 1016-1600-0103 D1993 418.471	WB941	W1941	15	EA	\$	XXXXXXXXXXXX	See Herein	



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26	NSN - NNO: 5340-12-346-4208 BRACKET, MOUNTING NSCM / PART NO. D1871 1808581 D1871 2300348-970400.078.0 C2311 2300348-970400.078.0	W248A	W2481	8	EA	\$ XXXXXXXXXXXXX	See Herein	
27	NSN - NNO: 5330-12-178-2387 GASKET NSCM / PART NO. D8081 1288380 D8081 KN12-9-5X16X3	W248A	W2481	10	EA	\$ XXXXXXXXXXXXX	See Herein	
28	NSN - NNO: 4320-12-342-3999 PUMP, INFLATING, MANUAL NSCM / PART NO. D1871 2300348-183028.000.0 D1871 1571192 C2311 2300348-183028.000.0	WB941	W1941	16	EA	\$ XXXXXXXXXXXXX	See Herein	

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## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Trade Agreements

### PART 2 - BIDDER INSTRUCTIONS

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

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

1. Evaluation Procedures
2. Basis of Selection

### PART 4 - CERTIFICATION

1. Certifications
2. Certifications Required Precedent to Contract Award

### 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

Solicitation No. - N° de l'invitation

W8486-141090/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

235bl

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

W8486-141090

File No. - N° du dossier

235blW8486-141090

CCC No./N° CCC - FMS No/ N° VME

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## SECTION B - REQUIREMENT

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

## SECTION C - FINANCE

- C1. Payment
- C2. Invoicing Instructions

Solicitation No. - N° de l'invitation

W8486-141090/A

Amd. No. - N° de la modif.

File No. - N° du dossier

235blW8486-141090

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W8486-141090

CCC No./N° CCC - FMS No/ N° VME

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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 (2014/06/26) 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	2014/06/26	Controlled Goods Program - Bid - Items 7 and 26
B1000T	2014/06/26	Condition of Material - Bid
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)

Solicitation No. - N° de l'invitation

W8486-141090/A

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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:

Edna Baynes  
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) 956-232

Facsimile: (819) 956-0648

E-mail address: edna.baynes@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.

##### 2.3 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 (2014/06/26) 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.

**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 (2014/06/26) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated \_\_\_\_\_.

## SECTION B - REQUIREMENT

### B1. Requirement

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

### B2. Material

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

### B3. Term of Contract

#### 3.1 Delivery Date

Delivery shall be made on or before\_\_\_\_\_.

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

### B4. SACC Manual Clauses

A9131C	2014/06/26	Controlled Goods Program - Contract - Items 7 and 26
B4060C	2011/05/16	Controlled Goods - Items 7 and 26
D5545C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) - Items 1 to 28
D2025C	2013/11/06	Wood Packaging Materials
B7500C	2006/06/16	Excess Goods

### B5. Preparation for Delivery

The Contractor must prepare item numbers 1 to 28 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 numbers 1 to 28 in quantities of one (1) per package.

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

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ (Insert the named place, e.g. 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 \_\_\_\_\_ (Insert the named place, e.g. 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.

(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.

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OR

- (c) Insert the following when the Contractor is located in a country other than Canada, the United States, the United Kingdom and Ireland ; *please note that these phone numbers are new. While the SACC has not been yet updated to reflect these new numbers, they have been confirmed by ILEA. The fax number is yet to be provided:*

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 CI1, Canada Customs Invoice;
  - (g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
  - (h) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
  - (i) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transportation Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the Material Safety Data Sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by

Solicitation No. - N° de l'invitation

W8486-141090/A

Amd. No. - N° de la modif.

File No. - N° du dossier

235blW8486-141090

Buyer ID - Id de l'acheteur

235bl

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

W8486-141090

CCC No./N° CCC - FMS No/ N° VME

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Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

Solicitation No. - N° de l'invitation

W8486-141090/A

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CCC No./N° CCC - FMS No/ N° VME

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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 line item detail pages, Free Carrier Loaded (FCA) at \_\_\_\_\_ (Insert the named place, e.g. Contractor's facility) as per Incoterms 2000. GST/HST/QST extra as applicable.

#### 1.2 SACC Manual Clauses

H1001C	2008/05/12	Multiple Payments
C2801C	2011/05/16	Priority Rating - Canadian Contractors
C2800C	2013/01/28	Priority Rating - U.S Contractor
D0050C	2007/05/25	End User Certificate

### C2. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one copy to - Consignee
  - (b) One (1) copy to:
 

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

Attention: Edna Baynes
  - (c) One (1) copy to:
 

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

Attention: DLP 4-2-4-2