

**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> W8486-151929/A	<b>Date</b> 2014-10-08
<b>Client Reference No. - N° de référence du client</b> W8486-151929	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BL-250-24724	
<b>File No. - N° de dossier</b> 250bl.W8486-151929	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-11-26</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input checked="" type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cardinal, Benoît	<b>Buyer Id - Id de l'acheteur</b> 250bl
<b>Telephone No. - N° de téléphone</b> (819) 956-1680 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0648
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

**Armoured Vehicles Support/Soutien des véhicules blindés**

**11 Laurier St./11, rue Laurier**

**Place du Portage Phase III 6C1**

**Gatineau**

**Québec**

**K1A 0S5**

<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 (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.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 5325-00-834-4147 RING, RETAINING NSCM/CAGE - COF/CAGE: 05030 Part No. - N° de la partie: 362MR017P011	WB941	W1941	500	Each	XXXXXXXXXXXXX \$	See Herein	
2	NSN - NNO: 5330-01-134-6166 PACKING, PREFORMED NSCM/CAGE - COF/CAGE: 02697 Part No. - N° de la partie: N0552 6-066	WB941	W1941	500	Each	XXXXXXXXXXXXX \$	See Herein	
3	NSN - NNO: 4310-01-149-7248 RING, PISTON NSCM/CAGE - COF/CAGE: 09257 Part No. - N° de la partie: S55100-0120-5A	WB941	W1941	100	Each	XXXXXXXXXXXXX \$	See Herein	
4	NSN - NNO: 4320-01-149-7284 RING, WEARING NSCM/CAGE - COF/CAGE: 09257 Part No. - N° de la partie: S50701-0120CTURCITEB	WB941	W1941	500	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	NSN - NNO: 5340-01-424-9191 LATCH SET, MORTISE NSCM/CAGE - COF/CAGE: 94222 Part No. - N° de la partie: K3-1887-52	WB941	W1941	100	Each	XXXXXXXXXXXXX \$	See Herein	
6	NSN - NNO: 5310-12-084-7658 NUT, PLAIN, HEXAGON NSCM/CAGE - COF/CAGE: 62983 Part No. - N° de la partie: 716387	WB941	W1941	200	Each	XXXXXXXXXXXXX \$	See Herein	
7	NSN - NNO: 5920-12-120-7787 FUSE, OPEN LINK NSCM/CAGE - COF/CAGE: C6222 Part No. - N° de la partie: 8JS025889-00	WB941	W1941	5000	Each	XXXXXXXXXXXXX \$	See Herein	
8	NSN - NNO: 5315-12-124-4173 PIN, GROOVED, HEADED NSCM/CAGE - COF/CAGE: D1928 Part No. - N° de la partie: 465657	WB941	W1941	200	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
9	NSN - NNO: 5305-12-138-3758 SCREW, CAP, SOCKET HEAD NSCM/CAGE - COF/CAGE: C6543 Part No. - N° de la partie: 8500070650	WB941	W1941	500	Each	XXXXXXXXXXXXX \$	See Herein	
10	NSN - NNO: 5340-12-142-4783 STRIKE, CATCH NSCM/CAGE - COF/CAGE: D8905 Part No. - N° de la partie: 51173	WB941	W1941	200	Each	XXXXXXXXXXXXX \$	See Herein	
11	NSN - NNO: 5310-12-143-8566 WASHER, LOCK NSCM/CAGE - COF/CAGE: D8046 Part No. - N° de la partie: 006797004132	WB941	W1941	5000	Each	XXXXXXXXXXXXX \$	See Herein	
12	NSN - NNO: 5310-12-144-2164 NUT, PLAIN, HEXAGON NSCM/CAGE - COF/CAGE: D8046 Part No. - N° de la partie: 080705014002	WB941	W1941	1000	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
13	NSN - NNO: 5315-12-144-5075 KEY, MACHINE NSCM/CAGE - COF/CAGE: C3293 Part No. - N° de la partie: 806885004	WB941	W1941	100	Each	XXXXXXXXXXXXX \$	See Herein	
14	NSN - NNO: 5940-12-145-0065 TERMINAL, LUG NSCM/CAGE - COF/CAGE: D2096 Part No. - N° de la partie: RSY7115A8-6	WB941	W1941	200	Each	XXXXXXXXXXXXX \$	See Herein	
15	NSN - NNO: 6220-12-150-8758 PARTS KIT, VEHICULAR LIGHTING NSCM/CAGE - COF/CAGE: C2311 Part No. - N° de la partie: 62092	WB941	W1941	10	Each	XXXXXXXXXXXXX \$	See Herein	
16	NSN - NNO: 5925-12-151-4317 CIRCUIT BREAKER NSCM/CAGE - COF/CAGE: D1785 Part No. - N° de la partie: 23111-99-0612	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
17	NSN - NNO: 6250-12-152-1453 LAMPHOLDER NSCM/CAGE - COF/CAGE: D9134 Part No. - N° de la partie: N0176011	WB941	W1941	100	Each	XXXXXXXXXXXXX \$	See Herein	
18	NSN - NNO: 5315-12-158-9406 PIN, SHOULDER, HEADLESS NSCM/CAGE - COF/CAGE: D8913 Part No. - N° de la partie: AM647-33-9	WB941	W1941	100	Each	XXXXXXXXXXXXX \$	See Herein	
19	NSN - NNO: 5315-12-167-7004 PIN, SHOULDER, HEADLESS NSCM/CAGE - COF/CAGE: D2330 Part No. - N° de la partie: 929166	WB941	W1941	500	Each	XXXXXXXXXXXXX \$	See Herein	
20	NSN - NNO: 5325-12-176-6141 RING, RETAINING NSCM/CAGE - COF/CAGE: D8090 Part No. - N° de la partie: RW6	WB941	W1941	1000	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
21	NSN - NNO: 5340-12-177-0920 CLAMP, LOOP NSCM/CAGE - COF/CAGE: C4026 Part No. - N° de la partie: TS5	WB941	W1941	500	Each	XXXXXXXXXXXXX \$	See Herein	
22	NSN - NNO: 5310-12-177-5665 WASHER, SPRING TENSION NSCM/CAGE - COF/CAGE: D1983 Part No. - N° de la partie: DIN6796-4-FST-A3P	WB941	W1941	500	Each	XXXXXXXXXXXXX \$	See Herein	
23	NSN - NNO: 5305-12-181-9556 SCREW, CAP, HEXAGON HEAD NSCM/CAGE - COF/CAGE: S3118 Part No. - N° de la partie: N3015418X	WB941	W1941	500	Each	XXXXXXXXXXXXX \$	See Herein	
24	NSN - NNO: 3110-12-185-8861 BEARING, BALL, ANNULAR NSCM/CAGE - COF/CAGE: D8984 Part No. - N° de la partie: 684 2Z	WB941	W1941	200	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
25	NSN - NNO: 4820-12-191-5757 BODY, VALVE NSCM/CAGE - COF/CAGE: C1361 Part No. - N° de la partie: 3023/1	WB941	W1941	250	Each	XXXXXXXXXXXXX \$	See Herein	
26	NSN - NNO: 5310-12-305-6810 WASHER, FLAT NSCM/CAGE - COF/CAGE: D8124 Part No. - N° de la partie: 5077 322 014	WB941	W1941	200	Each	XXXXXXXXXXXXX \$	See Herein	
27	NSN - NNO: 5330-12-313-7526 GASKET NSCM/CAGE - COF/CAGE: C3250 Part No. - N° de la partie: 19-950-0065	WB941	W1941	1000	Each	XXXXXXXXXXXXX \$	See Herein	
28	NSN - NNO: 5945-12-330-1385 SOLENOID, ELECTRICAL PART: D26-L0L-F-24VDC4,4%ED NSCM: D9248	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
29	NSN - NNO: 6230-12-330-2089 HOUSING, LIGHT NSCM/CAGE - COF/CAGE: D1965 Part No. - N° de la partie: 6946100000	WB941	W1941	25	Each	XXXXXXXXXXXXX \$	See Herein	
30	NSN - NNO: 2920-12-330-6170 GENERATOR, ENGINE ACCESSORY NSCM/CAGE - COF/CAGE: D3683 Part No. - N° de la partie: 272.496720	WB941	W1941	3	Each	XXXXXXXXXXXXX \$	See Herein	
31	NSN - NNO: 8030-12-331-1724 CAULKING COMPOUND PART: SIKAFLEX-252 SCHWARZ 300ML NSCM: D1467	WB941	W1941	50	Each	XXXXXXXXXXXXX \$	See Herein	
32	NSN - NNO: 8115-14-377-5327 CONTAINER, CARGO NSCM/CAGE - COF/CAGE: F3799 Part No. - N° de la partie: LH10269-35	WB941	W1941	5	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
33	NSN - NNO: 5305-12-356-9874 SCREW, CAP, SOCKET HEAD NSCM/CAGE - COF/CAGE: C7535 Part No. - N° de la partie: 7071029	WB941	W1941	1000	Each	XXXXXXXXXXXXX \$	See Herein	
34	NSN - NNO: 1005-13-102-6965 SCREW, RETAINING NSCM/CAGE - COF/CAGE: B0897 Part No. - N° de la partie: MAT8540-1	WB941	W1941	100	Each	XXXXXXXXXXXXX \$	See Herein	
35	NSN - NNO: 5310-12-344-2214 NUT, PLAIN, HEXAGON NSCM/CAGE - COF/CAGE: ZAU39 Part No. - N° de la partie: 3870051/0	WB941	W1941	500	Each	XXXXXXXXXXXXX \$	See Herein	
36	NSN - NNO: 5315-12-345-1418 PIN, SPRING NSCM/CAGE - COF/CAGE: I9008 Part No. - N° de la partie: ISO8752-3X22-N-A	WB941	W1941	500	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
37	NSN - NNO: 1240-12-345-2796 EYEPiece ASSEMBLY, OPTICAL INSTRUM ENT NSCM/CAGE - COF/CAGE: D0408 Part No. - N° de la partie: 188865	WB941	W1941	2	Each	XXXXXXXXXXXXX \$	See Herein	
38	NSN - NNO: 3040-12-347-6366 CYLINDER ASSEMBLY, ACTUATING, LINE AR NSCM/CAGE - COF/CAGE: D0786 Part No. - N° de la partie: MN 2501 A2	WB941	W1941	25	Each	XXXXXXXXXXXXX \$	See Herein	
39	NSN - NNO: 4820-12-353-8309 VALVE, PNEUMATIC TANK NSCM/CAGE - COF/CAGE: C0551 Part No. - N° de la partie: 2402-01-49.70	WB941	W1941	150	Each	XXXXXXXXXXXXX \$	See Herein	
40	NSN - NNO: 2540-12-368-4848 SUPPORT, VEHICLE NSCM/CAGE - COF/CAGE: D1131 Part No. - N° de la partie: AFG074760-01	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
41	NSN - NNO: 4820-12-304-0020 VALVE, BLEEDER, HYDRAULIC SYSTEM NSCM/CAGE - COF/CAGE: D1572 Part No. - N° de la partie: S4-0400443	WB941	W1941	100	Each	XXXXXXXXXXXXX \$	See Herein	

Solicitation No. - N° de l'invitation

W8486-151929/A

Amd. No. - N° de la modif.

File No. - N° du dossier

250blW8486-151929

Buyer ID - Id de l'acheteur

250bl

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

W8486-151929

CCC No./N° CCC - FMS No/ N° VME

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See attached Request for Proposal**

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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.      Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

**4.      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 (<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 (2014/09/25) 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 <b>(Item 30 and 37)</b>
B1000T	2014/06/26	Condition of Material - Bid
B3000T	2006/06/16	Equivalent Products
C3011T	2013/11/06	Exchange Rate Fluctuation

### 2. General Notes 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 Canada 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. Financial Bid

### **Notes to Bidders:**

- Bidders are requested to input their bid prices in the Line Item Detail Pages only.
- Bidders are requested to use only one type of currency in their bids (i.e., all prices should be in either Canadian Dollars or Euros).
- Canada will not evaluate conditional bid prices. As an example, Canada will not evaluate a price for a line item if the price is conditional on a minimum order quantity. As another example, Canada will not evaluate a price that is subject to prior sale. The bid price for such line items will be declared non-responsive.
- A bid specifying any Incoterms other than "Incoterms 2000" will be declared non-responsive.

### 6.1 Canadian-Based Bidder with a Delivery Point in Canada

Canadian-based bidders with a delivery point in Canada must submit firm prices for items in Canadian Dollars (CAD) or Euros (EUR), Canadian customs duties and excise taxes included, where applicable, and Applicable Taxes excluded, FCA Free Carrier, (Contractor's facility or delivery point) as per Incoterms 2000.

Delivery point: \_\_\_\_\_ **(Note to Bidders: Bidders are requested to specify the delivery point to be considered as the FCA Plant location.)**

### 6.2 Foreign-Based Bidder and Canadian-Based Bidder with a Delivery Point Outside of Canada

Foreign-based bidders and Canadian-based bidders with a delivery point outside of Canada must submit firm prices for items in Canadian Dollars (CAD) or Euros (EUR), Canadian customs duties, excise taxes, and Applicable Taxes excluded, FCA Free Carrier, (Contractor's facility or delivery point) as per Incoterms 2000.

Delivery point: \_\_\_\_\_ **(Note to Bidders: Bidders are requested to specify the delivery point to be considered as the FCA Plant location.)**

### 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 must not be identified as being produced by a NATO Supply Code for Manufacturer (NSCM) or the Commercial And Government Entity (CAGE) code

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 that are being offered.

**9. Replacement Parts – Substitutes and Traceability**

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide, either with its bid or within 3 working days following receipt of a request from the Contracting Authority, all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the part proposed has the form, fit and function characteristics equivalent to the Part Number(s) and NSCM/CAGE code(s) specified in the bid solicitation. Bidders are requested to include the following information in their bids:

- a) Item Number;
- b) Part Number of the Proposed Equivalent Product; and
- c) NSCM/CAGE code of the Proposed Equivalent Product.

Failure to provide the required technical information will result in the bid being declared non-responsive with respect to any part for which such information was requested.

The Bidder is advised that availability and retention of records of the manufacturer sufficient to constitute proof of origin will be a condition of the resulting Contract.

## **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**

#### **2.1** To be considered responsive, a bid must meet all of the following mandatory requirements of this solicitation:

1. Technical requirement (NSN, part number or equivalent substitute product)
2. All other clauses, terms and conditions stipulated in this RFP

#### **2.2** 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.

#### **2.3** 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**

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.

### **1. 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.

#### **1.1 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.

#### **1.2 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" 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" 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**

##### **A2.1      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@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.

##### **A2.2      Contractor's Representative**

Name and telephone number of the person responsible for:

##### **General enquiries**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### **Delivery follow-up**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### **A3.      Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**A3.1 General Conditions**

2010A (2014/09/25) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

**A4. Certifications**

**A4.1 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 (2014/09/25) 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

#### B3.1 Delivery Date

Delivery shall be made on or before \_\_\_\_\_. (*Note to Bidders: the date(s) will be inserted at contract award*)

(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 ( <b>Item 30 and 37</b> )
B4060C	2011/05/16	Controlled Goods ( <b>Item 30 and 37</b> )
D5545C	2010/08/16	ISO 9001:2008 Quality Management Systems - Requirements (QAC C) ( <b>All items not specified below</b> )
D5540C	2010/08/16	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q) ( <b>Item 30 and 37</b> )
D5510C	2014/06/26	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	2014/06/26	Delivery of Dangerous Goods/Hazardous Products ( <b>Item 31</b> )
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 0K2

Attention: **TBD**



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

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

E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca)

**B6. Packaging Requirements using Specification D-LM-008-036/SF-000**

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.

The Contractor must package items as follow:

Quantity per Package	Item Number
One (1) per package	15, 16, 17, 27, 28, 29, 30, 31, 32, 37, 38, 39, 40, 41.
Fifty (50) per package	6, 25.
One hundred (100) per package	1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 26, 33, 34, 35, 36.

**B7. Shipping Instructions (DND) - Canadian-based Contractor with a Delivery Point in Canada**

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ (***Note to Bidders: the delivery point requested in Part 2, 6.1, will be inserted here at contract award***) 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](mailto: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**

**B8. Shipping Instructions(DND) - Foreign-based Contractors and Canadian-based Contractors with a Delivery Point Outside of Canada**

- 1. Delivery will be FCA Free Carrier at \_\_\_\_\_ (***Note to Bidders: the delivery point requested in Part 2, 6.2, will be inserted here before contract award***) 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) ***Note to Bidders: the following will be used in any resulting contract when the delivery point 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) ***Note to Bidders: the following will be used in any resulting contract when the delivery point 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) ***Note to Bidders: the following will be used in any resulting contract when the delivery point is located in a country other than Canada, the United States, United Kingdom and Ireland:***

Inbound Logistics Europe Area (ILEA):

Telephone: +49-(0)-2203-908-5304 or +49-(0)-2203-908-2748

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 (<http://www.census.gov/foreign-trade/schedules/b/index.html>) 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 (<http://laws-lois.justice.gc.ca/eng/regulations/SOR-81-951/index.html>) 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

#### C1.1 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 Page(s) for a cost of \$/€ \_\_\_\_\_ (**Note to Bidders: the amount will be inserted at contract award**). Customs duties are \_\_\_\_\_ (**Note to Bidders: Customs duties "included" or "excluded" will be determined according to the Delivery Point in the bid. See Part 2, 6.1 and 6.2**) 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.

#### C1.2 SACC Manual Clauses

H1001C	2008/05/12	Multiple Payments
C2801C	2011/05/16	Priority Rating - Canadian Contractors <b>OR</b>
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**