

**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 0B2 / Noyau 0B2
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

Title - Sujet Spares for the Leo II FOV	
Solicitation No. - N° de l'invitation W8486-152168/A	Date 2015-02-10
Client Reference No. - N° de référence du client W8486-152168	
GETS Reference No. - N° de référence de SEAG PW-\$\$BL-297-24968	
File No. - N° de dossier 297bl.W8486-152168	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-25	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Niles, Rita	Buyer Id - Id de l'acheteur 297bl
Telephone No. - N° de téléphone (819) 956-0216 ()	FAX No. - N° de FAX (819) 956-0648
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

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

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.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 2530-12-312-5487 TRACK SHOE,VEHICULAR NSCM/CAGE - COF/CAGE: D2239 Part No. - N° de la partie: 75700100FT	WB941	W1941	1000	Each	\$	\$		See Herein	
2	NSN - NNO: 2530-12-312-5487 TRACK SHOE,VEHICULAR NSCM/CAGE - COF/CAGE: D2239 Part No. - N° de la partie: 75700100FT	W248A	W2481	1000	Each	\$	\$		See Herein	

Solicitation No. - N° de l'invitation

W8486-152168/A

Amd. No. - N° de la modif.

File No. - N° du dossier

297blW8486-152168

Buyer ID - Id de l'acheteur

297bl

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

W8486-152168

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.

Bid Validity Period

Subsection 5.4 of 2003 (2014/09/25) Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows:

Delete: 60 Days
Insert: **90 Days**

1.2 SACC Manual Clauses

A9130T	2014/11/27	Controlled Goods Program - Bid (All Items)
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 the 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 **eight (8) 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

Bidders have the option of bidding Delivery Duty Paid (DDP) at destination or FCA Free Carrier at Contractor's facility/delivery point.

Notes to Bidders:

- Bidders are requested to input their bid prices in the Line Item Detail Pages only.
- 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 bidder may request a minimum contract amount in its bid.
- A bid specifying any Incoterms other than "Incoterms 2000" will be declared non-responsive.

6.1 Bidders Bidding DDP at Destination

Bidders bidding DDP must submit firm prices for items in Canadian Dollars (CAD) or Euros (EUR), DDP (destination CF Supply Depot Montreal and/or Edmonton as specified in Line Item Detail Pages) Incoterms 2000, transportation costs included, Canadian customs duties and excise taxes included where applicable and applicable taxes excluded.

6.2 Canadian-Based Bidder Bidding FCA Free Carrier 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.)

6.3 Foreign-Based Bidder and Canadian-Based Bidder Bidding FCA Free Carrier 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.)

- 6.4** 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 there from such other part number as may fulfill the requirements of the NATO Stock Number. Part numbers with a RNCC/RNVC code of 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 a discount factor of 9% will be applied to responsive bid prices that are DDP Destination. The 9% discount rate factors in an estimate of average transportation costs, Canadian customs duties and excise taxes where applicable and the reduced risk for Canada due to the timing of ownership transfer to Canada in case of DDP destination compared to FCA plant delivery as a percentage of line item(s) price(s).

2.4 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.

2.5 Here is a sample using an item by item evaluation:

Bidder	Line Item No. 00N Firm Unit Price	Shipping/Delivery Method	Evaluated Price Per Unit (Sub-article 2.3). Results are not rounded.	Evaluated Price (Sub-article 2.4) Per Unit assuming an exchange rate of 1.4097 at bid closing. Results are rounded to the nearest cent.
W	CAD \$145.99	FCA Plant	CAD \$145.99	CAD \$145.99
X	CAD \$149.99	DDP Destination	CAD \$136.4909	CAD \$136.49
Y	94.95 Euros	FCA Plant	94.95 Euros	CAD \$133.85
Z	109.99 Euros	DDP Destination	100.0909 Euros	CAD \$141.10

In this example, bidder Y is the bidder with the lowest evaluated price for Line Item No. 00N.

2.6 Canada will proceed as follows if the lowest responsive bidder for one or more items has requested a minimum contract amount in its bid:

- a) Canada will determine if the resulting contract value for that Bidder is expected to be below the requested minimum amount; and
- b) If so, Canada will make an effort to accommodate the Bidder's request by going to the next lowest responsive bid price for the applicable line item(s). However, Canada reserves the right to award a contract to the Bidder regardless of the resulting contract value.

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) 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.

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

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

PART 5 RESULTING CONTRACT CLAUSES

SECTION A ADMINISTRATION

A1. Security Requirement

There is no security requirement associated with the requirement.

A2. Authorities

A2.1 Contracting Authority

The Contracting Authority for the Contract is:

Rita Niles
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Defence & Major Projects Sector
Place du Portage, Phase III, 6C1
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: (819) 956-0216
Facsimile: (819) 956-0648
E-mail address: rita.niles@pwgsc-tpsgc.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 (2014/11/27) 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.

A4.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

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 (2014/11/27) General Conditions - Goods (Medium Complexity);
- (c) Annex A - Federal Contractors Program for Employment Equity - Certification; and
- (d) Contractor's bid dated _____ as amended **OR** clarified on _____.

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	2014/11/27	Controlled Goods Program – Contract (All Items)
B4060C	2011/05/16	Controlled Goods (All Items)
D5545C	2010/08/16	ISO 9001:2008 Quality Management Systems - Requirements (QAC C) (All Items)
D3010C	2014/06/26	Delivery of Dangerous Goods/Hazardous Products
D6010C	2007/11/30	Palletization
D2025C	2013/11/06	Wood Packaging Materials
B7500C	2006/06/16	Excess Goods
G1005C	2008/05/12	Insurance

B5. Packaging Requirements using Specification D-LM-008-036/SF-000

The Contractor must prepare item numbers 1 and 2 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 and 2 in quantities of 1 (one) per package.

B6. Shipping Instructions - Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2000 "DDP Delivered Duty Paid", destination(s) as specified in Line Item Detail Page(s).

OR

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, 6.2, 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.

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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

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, 6.3, 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;

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- (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). Customs duties are _____ (*Note to Bidders: Customs duties "included" or "excluded" will be determined according to the Delivery Method/Point in the bid. See Part 2, 6.1, 6.2 and 6.3*) 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
C2000C	2007/11/30	Taxes – Foreign-based Contractor
C2801C	2011/05/16	Priority Rating - Canadian Contractors
C2800C	2013/01/28	Priority Rating - U.S. Contractor
C2611C	2007/11/30	Customs Duty - Contractor Importer
C2610C	2007/11/30	Customs Duty - DND - Importer
C2608C	2012/07/16	Canadian Customs Documentation
D0050C	2007/05/25	End User Certificate
D9002C	2007/11/30	Incomplete Assemblies

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: Rita Niles

- (c) One (1) copy to:

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

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Attention: To be Determined

ANNEX A

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
 - A2. The Bidder certifies being a public sector employer.
 - A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
 - A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

