



**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 a Standing Offer
Demande d'offre à commandes**

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

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

Title - Sujet NISO-LEO 2 CHASSIS TRACK & SUSPENS	
Solicitation No. - N° de l'invitation W8486-155223/A	Date 2016-03-01
Client Reference No. - N° de référence du client W8486-155223	GETS Ref. No. - N° de réf. de SEAG PW-\$\$BL-299-25712
File No. - N° de dossier 299bl.W8486-155223	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-04-12	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Proulx, Sylvain	Buyer Id - Id de l'acheteur 299bl
Telephone No. - N° de téléphone (819)994-4758 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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ANNEX "D"- DESIGN CHANGE/DEVIATION (DND 672)

ANNEX "E" - INITIAL FORECASTED CALL-UP

ANNEX "F" - MICROSOFT EXCEL® WORKBOOK

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A - Standing Offer, and 7B, Resulting Contract Clauses:
- 7A - includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B - includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes includes the following:

- Annex A – Requirement - Parts Item List;
- Annex B – PWGSC 942 Form;
- Annex C - Federal Contractors Program for Employment Equity – Certification;
- Annex D – Design Change / Deviation (DND 672);
- Annex E – Initial Forecasted Call-up; and
- [Annex F – Microsoft Excel® workbook.](#)

1.2 Summary

This requirement is to establish a National Individual Standing Offer (NISO) for the purchase of Leopard 2 Chassis, Track and Suspension spare parts for the Department of National Defence.

This requirement will be for an Initial Offer Period of three (3) years with the option to extend the Standing Offer for up to three (3) additional periods of one (1) year (Option Year(s)).

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As per the Integrity Provisions under section 01 of Standard Instructions [2006](#), Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

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), the Agreement on Internal Trade (AIT), and Canada FTAs with Peru/Colombia/Panama.

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7A - Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

SACC Reference	Title	Date
A9130T	Controlled Goods Program - Offer	2014-11-27
B3000T	Equivalent Products	2006-06-16
B4055T	Material Change Notice – Offer	2014-06-26
M1004T	Condition of Material	2011-05-16

2.1.2 Substitute Products - Samples (Department of National Defence)

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 45 calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer: one (1) hard copy and one (1) soft copy on USB,

Section II: Financial Offer: one (1) hard copy and one (1) soft copy on USB,

Section III: Certifications: one (1) hard copy

Section IV: Additional Information: one (1) hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 2) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2 Section I: Technical Offer

Offerors must provide the information requested for the Initial Offer Period and all Option Years for all line items identified in [Annex F – Microsoft Excel® workbook](#) as part of their technical bid. The information to be provided by Offerors is as follows:

- 1) TABS : Year 1 to Year 3 and Option Year 1 to Option Year 3 - Minimum Order Quantity (COL I): For each line item, the minimum amount of items the Offeror will accept per call-up; and
- 2) TABS: Year 1 to Year 3 and Option Year 1 to Option Year 3 - Delivery Lead Time (COL N, O and P): The firm delivery lead time in calendar days that the Offeror requires to have the items ready for shipment and loaded onto the carrier designated by the Department of National Defence.

3.2.1. Equivalent Products

- 1) The bid solicitation includes requirements to propose items specified by brand name, model and/or part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada.
- 2) Products that are equivalent in form, fit, function, quality, performance and that are fully compatible, interchangeable, and interoperable with the existing equipment owned by Canada will be considered where the Offeror:
 - (a) clearly designates in its offer the brand name, model and/or part number and NSCM/CAGE of the proposed equivalent product;
 - (b) demonstrates that the proposed equivalent is fully compatible, interoperates with and is interchangeable with the item(s) specified in this bid solicitation;
 - (c) provides complete specifications and descriptive technical documentation for each equivalent item proposed;
 - (d) substantiates the compliance of its proposed equivalent by demonstrating that it meets all mandatory performance criteria that are specified in this bid solicitation; and
 - (e) clearly identifies those areas in the specifications and descriptive technical documentation that demonstrate the equivalence of the proposed equivalent product.
- 3) Products that are replaced part number (superseded or obsolete) from the OEM will be considered where the Offeror provides, in addition to any information required under paragraph 2 above, a copy of a Certificate of Conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the part numbers are a replacement of the OEM parts specified in this bid solicitation and that are equivalent in form, fit, function, quality, performance and that are fully compatible, interchangeable, and interoperable with the existing equipment owned by.
- 4) If requested during the evaluation, the Offeror must submit a sample of any proposed equivalent product to the Technical Authority for testing.
- 5) Proposed equivalent products will be declared non-responsive if:
 - (a) the offer fails to provide all information required to allow the Technical Authority to evaluate the equivalency of the proposed equivalent, including additional information requested by the Technical Authority during the evaluation to supplement the information submitted in the offer (Note: it is the responsibility of the Offeror to include all information required to evaluate equivalency as described above; However, all Offerors acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding equivalency);
 - (b) the proposed equivalent product fails to meet or exceed the mandatory requirements specified in the bid solicitation; or
 - (c) the proposed equivalent is not equivalent in form, fit, function or quality to the item(s) specified in the bid solicitation or that the proposed equivalent is not fully compatible, interoperable and interchangeable with the existing equipment owned by Canada.

3.2.2 Description and Traceability

- 1) The description given in the line items may be a short description where 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 Offeror 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.
- 2) 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.

3.3 Section II: Financial Offer

Offerors must provide their financial offer in accordance with [Annex F – Microsoft Excel® workbook](#). The financial offer must include all costs for all line items identified in [Annex F](#) for the entire Initial Offer Period, including Option Years. The Offeror must provide the following information as part of its financial offer:

- 1) TABS: Year 1 to Year 3 and Option Year 1 to Option Year 3 - Price / Price Breakdown (COL J, K and L) of Annex F: The Offeror must provide firm unit prices for each price break for all line items for the entire Standing Offer Period, including Option Years, from which Canada will determine the Average Price / Price Breakdown (COL Q). ; and
- 2) TABS: Volume Discount, Percent (%) (COL B) of Annex F: The Offeror must provide a Volume Discount percentage rate for each of the total aggregate values identified in Tab – Volume Discount of [Annex F](#). Failure to provide such information as specified will result in the offer being declared non-responsive.

3.3.1 Exchange Rate Fluctuation

SACC Reference	Title	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

3.4 Section III: Certifications

Offerors must submit the certifications required under Part 5.

3.5 Section IV: Additional Information

Canada requests that Offerors provide the following additional information:

Offeror's Representatives

General enquiries

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 1) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- 2) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Mandatory Technical Evaluation Criteria

- 1) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- 2) The mandatory requirements are as follows:
 - a. Offerors proposing an Equivalent Product in accordance with section 3.2.1 of this bid solicitation must indicate the brand name and model and/or Part Number and the NSCM/CAGE they are offering for the entire Initial Offer Period, including all Option Years; and
 - b. Offerors must provide the Minimum Order Quantity and the Delivery Lead Time in calendar days for all items identified in [Annex F – Microsoft Excel® workbook](#) for the entire Initial Offer Period, including all Option Years.

4.1.2 Point-rated Technical Evaluation Criteria

- 1) Each bid will be rated by assigning a score to the rated requirements in accordance with the [Annex F – Microsoft Excel® workbook](#). Offerors who fail to submit complete bids with all information requested by this bid solicitation will be rated accordingly.
- 2) The technical rated requirements are as follows:
 - a. Offerors must provide the Minimum Order Quantity for all items identified in Annex A for the entire Initial Offer Period, including all Option Years.
 - b. Offerors must provide the Delivery Lead Time in calendar days for all items identified in Annex A for the entire Initial Offer Period, including all Option Years.

4.1.3 Financial Evaluation Criteria

4.1.3.1 Firm Unit Prices and Volume Discount Rates

- 1) Offerors must provide firm unit prices for all line items identified in [Annex F – Microsoft Excel® workbook](#) and Volume Discount rates for the entire Initial Offer Period, including all Option Years, as specified in Article 3.3.
- 2) The initial forecast set out in [Annex E – Initial Forecasted Call-up](#), is provided for information only and is based only on best estimates. The initial forecast may not reflect the actual usage of Canada and do not represent any commitment on the part of Canada.
- 3) The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FCA Contractors facility, Canadian customs duties and excise taxes exclude, however the Offer may be in Canadian dollars or Euros.
- 4) Offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The Noon Rate given by the Bank of Canada in effect on the RFSO closing date, or on

another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.

4.2 Basis of Selection

- 1) An offer must comply with all the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be of 40% for technical merit and 60% for financial merit.
- 2) To establish the technical merit score, the overall score for the Delivery Lead Time will be determined as follows: the Offeror's proposed total average Delivery Lead Time for each year will be divided by (6) six years, and then will be prorated against the best proposal, and multiplied by the ration of (40) forty percent.
- 3) To establish the financial merit, the score for the price and volume discount will be determined:
 - a. by the sum of the Offeror's proposed total average price per price break for each year prorated against the lowest evaluated price, and multiplied by the ratio of (50) fifty percent; and
 - b. by the Offeror's proposed total average volume discount prorated against the best proposed volume discount, and multiplied by the ratio of (10) ten percent.
6. For each responsive bid, the technical merit score and the financial merit will be added to determine its combined rating.

The table below illustrates an example where all three bids are responsive and the selection of the Offeror is determined by a 60/40 ratio of financial and technical merit, respectively.

		Offeror 1	Offeror 2	Offeror 3
Total Average Delivery Lead Time		52.32828283	50.32828283	44.13028631
Total Average Price Per Price Break for each year		\$832,796.00	\$826,013.00	\$1,896,433.00
Total Average Volume Discount		2.50000000	3.11111111	1.88888889
Calculations	Technical Merit	44.13028631 / 52.32828283 X 40 = 33.73341063	44.13028631 / 50.32828283 X 40 = 35.07394557	44.13028631 / 44.13028631 X 40 = 40.0
	Financial Merit	\$826,013.00 / \$832,796.00 X 50 = 49.59275741	\$826,013.00 / \$826,013.00 X 50 = 50.00000000	\$826,013.00 / \$1,896,433.00 X 50 = 21.77806967
		2.50000000 / 3.11111111 X 10 = 8.035714286	3.11111111 / 3.11111111 X 10 = 10	1.88888889 / 3.11111111 X 10 = 6.071428575
Combined Rating		91.04260818	95.07394556	67.848449824

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up 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 Offeror must provide the Standing Offer Authority with a completed [Annex D - Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Product Conformance

The Offeror certifies that all items proposed in its Offer conform, and will continue to conform throughout the duration of the Standing Offer and any resulting contract, to all technical specifications of [Annex A – Requirement - Parts Item List](#).

This certification does not relieve the Offeror from meeting all mandatory technical evaluation criteria detailed in this bid solicitation.

Offeror's authorized representative signature

Date

5.1.3.2 Equivalent Products Conformance Certification

The Offeror certifies that all equivalent products proposed in its offer conform, and will continue to conform throughout the duration of the Standing Offer Period and any resulting contract, to all technical specifications of [Annex A – Requirement – Parts Item List](#).

This certification does not relieve the Offeror from meeting the requirement detailed in this bid solicitation.

Offeror's authorized representative Signature

Date

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to this Request for Standing Offer.

6.2 Financial Capability

SACC *Manual* clause M9033T (2011-05-16) Financial Capability

6.3 Insurance Requirement

The Offeror is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Standing Offer and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under the Standing Offer.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to supply (where required by the Call-up) Chassis, Track and Suspension spare parts to be used, installed, incorporated in or affixed to the Leopard 2 Main Battle Tank (the Products), all according to the prices, terms and conditions of this Standing Offer, including its [Annex F – Microsoft Excel® workbook](#)

7.2 Security Requirements

7.2.1 There is no security requirement applicable to this Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer, with the qualification that in Section 09 the words “standing offer unit prices” do not include the prices as offered by the Offeror after the application of the Volume Discount.

7.3.2 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data electronically in a Microsoft Excel® format (.xls) in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

Reporting Requirements:

- (a) The Standing Offer Number;
- (b) The Offeror Name;
- (c) The Reporting Period (Fiscal Year and Quarter);
- (d) Total Number of Orders for the Reporting Period (Quarter);
- (e) Total Number of Orders for the fiscal year;
- (f) Total Number of Orders from issuance of the Standing Offer;
- (g) Total Dollar Value of Orders for the Reporting Period (Applicable Taxes included);
- (h) Total Dollar Value of Orders for the fiscal year (Applicable Taxes included);
- (i) Total Dollar Value of Orders from issuance of the Standing Offer (Applicable Taxes included);
- (j) Description and quantity of items ordered for the Reporting Period (Quarter);
- (k) Description and quantity of items ordered for the fiscal year;
- (l) Description and quantity of items ordered from issuance of the Standing Offer;

The report must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

The report must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

7.4 Standing Offers - Final Report

On completion of the National Individual Standing Offer, the Offeror must provide a final report that details all cumulative data of the call-ups in the format as detailed in Section 7.3.2. The report must include all purchases.

The final report must be completed and forwarded electronically in an Microsoft Excel® format (.xls) to the Standing Offer Authority, no later than fifteen (15) calendar days after the end of the completion or the set aside of the Standing Offer.

7.5 Term of Standing Offer

7.5.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **(to be inserted by PWGSC) to (to be inserted by PWGSC) (the Initial Offer Period)**.

7.5.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the Initial Offer Period, the Offeror offers to extend its offer for up to three (3) additional periods (Option Years) of one (1) year, under the same conditions and at the prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at least sixty (60) calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.6 Authorities

7.6.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sylvain Proulx
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Armoured Vehicles Projects
Address: 11 Laurier, Place du Portage, Phase 3, Tower C, Floor 6C1.

Telephone: 819-956-8958
E-mail address: sylvain.proulx@pwgsc-tpsgc.gc.ca

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The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.6.2 Requisition Authority

The Requisitioning Authority for the Standing Offer is: **To be inserted by PWGSC**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail address: _____

The Requisitioning Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer. The Requisitioning Authority is responsible for the implementation of tools and processes required for the administration of the Standing Offer. The Contractor may discuss administrative matters identified in the Standing Offer with the Requisitioning Authority however the Requisitioning Authority has no authority to authorize revisions to the scope of the Work. Changes to the scope of Work can only be made through a Standing Offer revision issued by the Standing Offer Authority.

7.6.3 Technical Authority

The Technical Authority for the Standing Offer is: **To be inserted by PWGSC**

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

Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail address: _____

The Technical Authority is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Standing Offer revision issued by the Standing Offer Authority.

7.6.4 Offeror's Representative

General enquiries (to be inserted by PWGSC)

Name: _____
Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail address: _____

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Delivery follow-up (to be inserted by PWGSC)

Name: _____
Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail address: _____

7.6.5 Notices

Under this Standing Offer, where the Offeror is required to provide notice to Canada or the Minister, notice must be provided in writing to the Standing Offer Authority; where Canada or the Minister is required to provide notice to the Offeror, notice must be provided in writing to the Offeror's Representative named above.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **To be inserted by PWGSC** or the delegated authorized representative.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using [Annex B – Form PWGSC-TPSGC 942 “Call Up Against a Standing Offer”](#). Each call-up results in a separate contract between Canada and the Offeror.

7.9 Limitation of Call-ups

All individual call-ups against the Standing Offer must be forwarded to PWGSC for authorization when the call-ups are valued at \$400,000.00 or more, including taxes. The Offeror acknowledges that any Call-up made by an Identified User exceeding the applicable Call-up Limitation is not permitted under this Standing Offer and is without authority.

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$TBD** (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 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 Call-up against the Standing Offer, including any annexes;
- (b) The articles of the Standing Offer;
- (c) 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services;
- (d) 2010A (2015-09-03), General Conditions - Goods (Medium Complexity);

- (e) Annex A – Requirement – Parts Item List;
- (f) Annex B - PWGSC 942 Form;
- (g) Annex C - Federal Contractors Program for Employment Equity – Certification;
- (h) Annex D – Design Change/Deviation (DND DESIGN CHANGE/DEVIATION (DND 672));
- (i) Annex E – Initial Forecasted Call-up;
- (j) Annex F – Microsoft Excel® workbook; and
- (k) the Offeror's offer dated _____.

7.12 Certifications

7.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7.12.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in [TBD](#).

7.14 Updated Information about Items

During the Standing Offer Period, the Offeror is requested to provide regular updates to the Technical Authority regarding upgrades to the capabilities of the Items, such as when additional or updated parts are supported or new parts become available. The Offeror agrees that it must provide such updates to the Technical Authority where such updates are mandated by manufacturers, law or regulation, as soon as it becomes aware of them.

7.15 Substitutes, Alternatives and Extensions

During the period of the Standing Offer any substitutes, alternatives or extensions to Items, proposed by the Offeror, must be evaluated for acceptance by the Technical Authority and the Standing Offer Authority as specified below.

The request for substitution, alternative or extension must be made by submitting to the Standing Offer Authority a request for product substitution/price revision, which must provide the full details on the nature of the substitution including the URL(s) for the applicable technical specification(s) of the proposed substitution(s), any necessary technical documentation, certifications, manuals and a copy of the current published list price for the proposed substitution(s). Also, a revised [Annex A – Parts Items List](#), in both hard and electronic copy, may be requested by Canada depending on the extent of the proposed substitution(s), alternatives or extensions.

Substitutes, alternatives or extensions that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent, as per the clause below titled "Equivalency of Product".

A revision to the Standing Offer will be issued by the Standing Offer Authority to reflect any changes resulting from substitutes, alternatives or extensions.

Should the Technical Authority not accept the substitute, alternative or extension and the Offeror is unable to meet the technical requirement in its Offer, Canada may set aside the Standing Offer and/or terminate a contract for default in accordance with the terms of the Standing Offer or the resulting contract.

7.16. Substitution Procedures

7.16.1.1 Delivery of Substitutions of Items

If the Offeror is unable to deliver a specific Item ordered under a Call-up and wishes to offer a substitute in respect of that order, it must submit a request to the Standing Offer Authority, together with a certificate that the proposed substitute item meets or exceeds all mandatory performance requirements of the existing Item being substituted and the price for the substitute must not exceed:

- (a) the firm price (or ceiling price, if applicable) for the Item originally offered in the Offeror's offer that resulted in the award of the Standing Offer;
- (b) the current published list price of the substitute, minus any applicable Government discount; or
- (c) the price at which the substitute is generally available for purchase,

whichever is the lowest.

The substitute item must not be shipped under any Call-up until formally authorized by the Contracting Authority for that Call-up after the Standing Offer Authority determines the substitution is acceptable. Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada.

The ability to propose a substitute for a specific delivery does not relieve the Offeror of its obligation to make delivery within the period set out in a Call-up, regardless of whether or when the proposed substitution is approved.

7.16.1.2 Proposed Substitutions & Alternatives

The Offeror may propose a substitution or alternative for an existing Item listed in the Offer, provided the proposed substitute or alternative meets or exceeds all mandatory performance requirements of the existing Item and the price for the substitute or alternative product does not exceed:

- (a) the firm price (or ceiling price, if applicable) for the Item originally offered in the Offeror's bid that resulted in the award of the Offer;
- (b) the current published list price of the substitute, minus any applicable Government discount; or
- (c) the price at which the substitute is generally available for purchase,

whichever is the lowest.

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The proposed substitution or alternative may be subject to benchmark or technical evaluation and the Offeror must pay for all costs associated with such evaluation (e.g., transportation, benchmark fee, etc.).

Substitute or alternative must not be shipped until formally authorized by the Standing Offer Authority after the Technical Authority determines the substitution or alternative is acceptable.

Whether or not to accept or reject a proposed substitution or alternative is entirely within the discretion of Canada. If Canada does not accept a proposed substitution or alternative, the Offeror must continue to offer the original Item and deliver it as required under a Call-up.

If accepted, the substitution will be documented for the administrative purposes of Canada by a Standing Offer revision, by removing the existing Item and including the substitution instead.

If accepted, the addition of any alternative will be documented for the administrative purposes of Canada by a Standing Offer revision, by adding the alternative as an Item under the Offer. Once an alternative has been included in the Offer, Canada may purchase either Item, at its option under a resulting Call-up.

The ability to propose a substitution or alternative for any given Item does not relieve the Offeror of its obligation to make delivery of the existing Item within the period set out in any Call-up when ordered therein, regardless of whether or when the proposed substitution is approved.

7.16.1.3 Extension of Existing Product Line

During the Standing Offer Period, if technological improvements have been made to the Items available for purchase under the Offer, the Offeror may propose new items that are an extension of an existing Item line or the "next generation" of an existing Item line that meet or exceed all mandatory performance requirements of existing Items under the Offer, if the price for the new item does not exceed:

- (a) the firm price (or ceiling price, if applicable) for the Item originally offered in the Offeror's offer that resulted in the award of the Offer plus 5%;
- (b) the current published list price of the extension, minus any applicable Government discount; or
- (c) the price at which the extension product is generally available for purchase, whichever is the lowest.

The proposed new item may be subject to benchmark or technical evaluation and the Offeror must pay for all costs associated with such evaluation (e.g., transportation, benchmark fee, etc.).

Whether or not to accept or reject a proposed new item is entirely within the discretion of Canada. If Canada does not accept a proposed new item that is proposed to replace an existing Item, the Offeror must continue to deliver the original Item. If accepted, the addition of the new item will be documented for the administrative purposes of Canada by a Standing Offer revision, by adding the new item to the Standing Offer.

No new Products will be included in the Standing Offer until one year after the Standing Offer is awarded.

7.17 Equivalency of Product

The Offeror guarantees that the Item to be delivered under the Standing Offer and any Call-up:

- (a) unless it has been substituted, included as an alternative, or included as an extension as the result of a revision to the Standing Offer, is equivalent in form, fit, function and quality to the existing equipment owned by Canada that was described in the bid solicitation in the Parts Item List attached to such solicitation that resulted in the Standing Offer; and

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- (b) is fully compatible, interchangeable and interoperable with the existing equipment owned by Canada.

The Offeror also guarantees that any warranties with third parties concerning the existing equipment owned by Canada will not be adversely affected by Canada's use of the Items delivered under this Standing Offer or by any other services provided by the Offeror under this Standing Offer. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Offeror must:

- (a) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
- (b) perform all warranty work on Canada's existing equipment in place of the original supplier; or
- (c) pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.

The Offeror agrees that, during the Standing Offer Period or any Contract Period, if Canada determines that any of the Product is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada, the Offeror must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements, failing which Canada will have the immediate right to terminate the Standing Offer and any Contract for default.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Requirement

The Contractor must provide the Items detailed in the Call-up against the Standing Offer in accordance with the provisions of this Contract.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010A (2015-09-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

7.2.2. Applicable Laws

The applicable laws identified in the Standing Offer apply to the Contract.

7.2.3 Authorities

The authorities and notice provisions identified in the Standing Offer apply to the Contract.

7.3 Contract Period

This Contract is effective on the date the Call-up is issued. The "Contract Period" is the entire period of time in which Contractor is obliged to perform the Work, from the date the Call-up is issued until the end of the Warranty Period or until all Work required during the warranty period has been completed for all Items, whichever is later.

The Contract Period of individual Call-ups may extend beyond the Standing Offer Period. That is, a Call-up may be placed up until the last day of the Standing Offer Period; the resulting contract will be in force until all the work has been completed, including warranty services.

7.3.1 Delivery Date

Delivery must be completed in accordance with the Delivery Lead Time (DLT) specified in [Annex F – Microsoft Excel® workbook](#) and in accordance with the Call-up.

7.3.2 Late Delivery

If the Contractor is unable to deliver the Item(s) within the DLT indicated in the Call-up, Canada may provide the Contractor with additional time to make the delivery. Where Canada agrees to provide additional time for the delivery of Item(s), the Contractor agrees to reduce the unit price of the Item(s) using the following cost reduction percentages:

TABLE DLT

Late Delivery (Calendar Days)	Cost Reduction Rates
Under 30	-2%
31 to 60	-5%
61 to 90	-8%
over 91	-10%

These discounts constitute liquidated damages and, in total, will not exceed 10% of the total value of the applicable Call-up. The Parties agree that these amounts are their best pre-estimate of the loss to Canada in the event of the defaults described, and that they are not intended to be, nor are they to be construed as, a penalty.

If this Contract is terminated by Canada for default, the Contractor must reimburse Canada for any difference in cost between the contract price for the Products and the cost of procuring the Products from another supplier.

To collect the liquidated damages, Canada has the right to hold back, drawback, deduct or set off from and against any money Canada owes to the Contractor from time to time.

Nothing in this article limits the rights and remedies to which Canada is otherwise entitled under this Contract, the Standing Offer, or the law.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in [Annex F – Microsoft Excel® workbook](#), less the Volume Discount which will be calculated yearly. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.4.2 Volume Discount Payment

No later than thirty (30) days following the end of the anniversary of the issuance date of the Standing Offer, each year, the Offeror will apply the volume discount rate percentages in accordance with its offer (the Volume Discount) to the sum total of all purchases made by Canada under the Standing Offer in that year, to determine the amount of a lump sum credit. The credit calculation will consist of adding together the value of all the Call-ups including amendments issued by Canada for that year, and applying to that aggregated value the percentage Volume Discount rate corresponding to that dollar value volume identified in the offer. This credit will be applied to reduce the balance owing of the first invoice received following the calculation of the credit and, if not used up on such invoice, the following invoices. .

No later than thirty (30) days prior to the end of the last exercised Initial Offer Period or Option Year, the Offeror must determine the Volume Discount for that final year based upon the volume of purchases accrued up to that point in the year. Such Volume Discount will be applied to the Contractor's final Invoice and any remaining credit not able to be set-off against such final invoice will be paid to Canada as a lump sum within thirty (30) days of the issuance of such final invoice.

7.4.3 SACC Manual Clauses

SACC Reference	Title	Date
H1001C	Multiple Payments	2008-05-12

7.5 Invoicing Instructions

1. The Contractor must not submit an invoice before the delivery of the Item(s) to which it relates. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions 2010A. Invoices cannot be submitted until all work identified on the invoice is completed.
2. The Contractor must provide invoices in electronic format (PDF) to the Standing Offer Authority and Requisition Authority. Each invoice must be supported by providing the following:
 - (a) a copy of the DND Inbound Logistics Coordination Center shipping documents and details;
 - (b) a copy of the release document and any other document specified in the Standing Offer.
3. Invoices must be distributed as follows:
 - (a) The original (hard copy) and one (1) copy must be forwarded to the consignee for acceptance and payment. Invoices in electronic format will not be accepted at the consignee.
 - (b) One (1) electronic copy must be forwarded or e-mailed to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.
 - (c) One (1) electronic copy must be forwarded or e-mailed to the Requisition Authority identified under the section entitled "Authorities" of the Standing Offer.

7.6 SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
A9131C	Controlled Goods Program - Contract	2014-11-27
B1505C	Shipment of Hazardous Material	2006-06-16
B4042C	Identification Markings	2008-05-12
B4055C	Material Change Notice - Contract	2014-06-26
B4060C	Controlled Goods	2011-05-16
B7500C	Excess Goods	2006-06-16
C2000C	Taxes – Foreign-based Contractor	2007-11-30
C2608C	Canadian Customs Documentation	2015-02-25
C2610C	Customs Duties - Department of National Defence – Importer	2007-11-30
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2014-11-27
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06

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D3010C	Delivery of Dangerous Goods/Hazardous Products	2014-06-26
D3015C	Dangerous Goods /Hazardous Products – Labelling and Packaging Compliance	2014-09-25
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor (Only for QAC Q items)	2014-06-26
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor (Only for QAC Q items)	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q) (As specified in Annex A)	2010-08-16
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) (As specified in Annex A)	2010-08-16
D5604C	Release Documents (DND) - Foreign-based Contractor (Only for QAC Q items)	2008-12-12
D5605C	Release Documents (DND) - United States-based Contractor (Only for QAC Q items)	2010-01-11
D5606C	Release Documents (DND) - Canadian-based Contractor (Only for QAC Q items)	2012-07-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

7.7 Preparation for Delivery

7.7.1 Preparation for Delivery - Canadian-based Contractor

- 1) Preservation and packaging for all items must be in accordance with the Canadian Forces packaging specification D-LM-008-001/SF-001, and must be marked to D-LM-008-002/SF-001. Form Level A or C "PKG DATA FORM REQD" must be in accordance with D-LM-008-011/SF-001. The packaging levels A or C are identified at Annex A for each line item.
- 2) Packaging data forms previously approved by Canadian authorities are acceptable.
- 3) Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

7.7.2 Preparation for Delivery - United States-based Contractor

- 1) Preservation and packaging for all items must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-129.
- 2) Packaging data forms previously approved by U.S. authorities are acceptable.
- 3) Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

7.7.3 Preparation for Delivery - European Union

- 1) The Contractor must prepare all items for preservation and packaging in accordance with NATO Marking and Packaging Standards as contained in the latest issue of TL8100-0101/NATO-4.
- 2) The Contractor must use packaging data forms previously approved or contained in NATO-4.
- 3) The Contractor must ensure approved coded packaging data is shown immediately below the description of the corresponding item. Where no packaging data is shown, the Contractor must submit a packaging data form for approval.

7.8 Shipping Instructions

7.8.1 Shipping Instructions (DND) - Canadian-based Contractor

7.8.1.1 Delivery will be FCA Free Carrier at Contractor's facility, Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

7.8.1.2 Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 7.7.1.3.

- (a) *when the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border: Inbound Logistics Quebec Area (ILQA)*
Telephone: 1-866-935-8673 (toll free), or
1-514-252-2777, ext. 2323, 2852 or 4673
Facsimile: 1-866-939-8673 (toll free), or
1-514-252-2911
E-mail: 25DAFCTrafficQM@forces.gc.ca
OR
- (b) *when the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:*
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
OR
- (c) *when the Contractor is located in Quebec:*
Telephone: 1-866-935-8673 (toll free), or
1-514-252-2777, ext. 4673, 2852
Facsimile: 1-866-939-8673 (toll free), or
1-514-252-2911
E-mail: 25DAFCTrafficQM@forces.gc.ca
OR
- (d) *when the Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):*
Inbound Logistics Atlantic Area (ILAA)
Telephone: 1-902-427-1438
Facsimile: 1-902-427-6237
E-mail: BlogILAA@forces.gc.ca

7.8.1.3 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, items must be packaged and labelled 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 Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#), and a copy of the material safety data sheet.

7.8.1.4 Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.

7.8.1.5 The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

7.8.1.6 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.

7.8.1.7 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

7.8.1 Shipping Instructions (DND) - Foreign-based Contractors

7.8.1.1 Delivery will be FCA Free Carrier at Contractor's facility, Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

7.8.1.2 Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 7.8.1.3.

- (a) 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)

E-mail: ILHQOttawa@forces.gc.ca

OR

- (b) when the Contractor is located in United Kingdom (UK) and Ireland:

*Inbound Logistics United Kingdom (ILUK):
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or
Facsimile: 011-44-1895-613047*

E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@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) when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:

*Inbound Logistics Europe Area (ILEA):
Telephone: +49-(0)-2451-717199 or 717200
Facsimile: +49-(0)-2451-717189
Email: ILEA@forces.gc.ca*

7.8.1.3 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](#) (PDF 429KB) - ([Help on File Formats](#));
- (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 Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the material safety data sheet.

- 7.8.1.4** 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.
- 7.8.1.5** The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 7.8.1.6** 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.
- 7.8.1.7** 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.

7.9 Release Documents – Distribution (To be used only where QAC Q applies)

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 Standing Offer Authority;
- (d) One (1) copy to:
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: to be inserted by PWGSC
- (e) One (1) copy: to the Quality Assurance Representative;
- (f) One (1) copy: to the Contractor;
- (g) One (1) copy: all non-Canadian contractors 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.

7.10 Inspection and Acceptance

The Technical Authority (TA) is the Inspection Authority. All reports, deliverable items, goods and all services rendered under this Contract are subject to inspection by the Inspection Authority or his representative either at Contractor's Facility or destination. Should any good or service not be in accordance with the requirements as listed in [Annex A – Requirement - Parts Item List](#) to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction before recommending payment. All reports, documents, certificates provided to Canada will be in English to the maximum extent possible.

Acceptance by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract or of its responsibilities with respect to warranty under the Contract.

7.11 Supplementary Provisioning Technical Documentation (SPTD)

The Offeror must prepare and deliver a SPTD for any new item(s) for which a NATO Stock Number (NSN) has not yet been assigned. Any such new item may, but will not necessarily, be added to the Standing Offer. The data elements provided must include but are not limited to the following: Item Number, Item Name, Reference Number (manufacturers part), NSCM/CAGE Code, Quantity Per Assembly, suggested Unit Price, Unit of Issue (UOI), Procurement Lead Time (PLT), Economic Order Quantity (EOQ), Demilitarization Code, Reparability Indicator (REP), Shelf life, OEM's Part Number, Weights, Dimensions and a Level One Drawing or sketch of the item to be catalogued. The drawing or sketch must include the OEM Part number and the NCAGE number in the title block of the drawing or sketch.

7.12 Certificate of Conformity

The Contractor must prepare and deliver a Certificate of Conformity for each deliverable end item with a QAC "Q" code as specified in the "QAC" column of [Annex A – Requirement - Parts Item List](#). The Certificate of Conformity will be in English and in accordance with AQAP 2070.*

7.13 Manufacturing Rights

The Contractor represents and warrants that or its supplier is legally entitled to manufacture the Products and it has all rights necessary to provide them to Canada. If the rights in any Product or the intellectual property relating to it are not properly owned by or licensed to the Contractor, it must have or obtain such rights or ownership to permit it to be in compliance with this section, or arrange without delay for the supplier or third party to grant promptly any required rights directly to Canada. Nothing in this article limits the rights and remedies to which Canada is otherwise entitled under this Contract, the Standing Offer, or the law.

7.14 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

-
- (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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ANNEX A

REQUIREMENT – PARTS ITEM LIST

Annex A, Requirement - Parts List
W8486-155223/A - Leo 2 Chassis Track and Suspension NISO

ITEM	NSN	MPN	NCAGE	CFSS ITEM NAME	UOI	DMC	QAC
1	2530-12-343-0288	2300109-097500.000.0	D1871	Road wheel suspension arm assembly Left	EA	Q	Q
2	2530-12-175-8488	2300109-091121.000.0	D1871	support arm hub wheel, with stud and bearing	EA	Q	C
3	2530-12-343-0287	2300109-097600.000.0	D1871	Road wheel suspension arm assembly Right	EA	D	Q
4	2530-12-343-0286	2300109-097700.000.0	D1871	Suspension arm assembly with bearing Left and Right	EA	Q	Q
5	2510-12-353-5152	2300397-091510.000.0	D1871	Left torsion bar	EA	Q	C
6	2510-12-353-5153	2300397-091520.000.0	D1871	Right torsion bar	EA	Q	C
7	2530-12-175-8497	2300109-092600.000.0	D0354	Carrier, vehicle	EA	Q	C
8	3110-12-337-2538	2300109-092100.007.0	D1871	Bearing roller for idler wheel hub	EA	A	C
9	2530-12-193-0045	2300109-980921-001-0	D1871	Idler Hub wheel	EA	A	C
10	2530-12-353-5693	2300109-092100.001.0	D1871	Idler cap grease	EA	A	C
11	2530-12-175-8498	1289291	D1871	Idler wheel arm assembly pivot Right	EA	D	Q
12	2530-12-175-8495	1289288	D1871	Idler wheel arm assembly pivot Left	EA	D	Q
13	2530-12-351-4949	DRS 3710	D8856	Idler Wheel solid rubber Steel	EA	A	C
14	2530-12-197-6495	2300206-092400.000.0	D9448	Track Tension Adjuster Left	EA	D	C
15	2530-12-197-6496	2300206-092500.000.0	D9448	Track Tension Adjuster Right	EA	D	C
16	5365-12-387-7007	7171-0006-34 0624	D1871	Sleeve, coupling for track tension adjuster	EA	A	C
17	2530-12-356-9972	2300436-093100.000.0	D1871	Support roller axle assy, New	EA	A	C
18	4320-12-176-4731	2300109-093111.000.0	D1871	Seal assembly shaft	EA	A	C
19	3110-12-146-7486	DIN720-32209J	D8286	Bearing roller	EA	A	C
20	3110-12-126-5322	DIN720-32208J	D8286	Bearing roller	EA	A	C
21	2530-12-145-6243	2360-135000.11.0	D1871	Road cap support roller	EA	A	C
22	2530-12-175-8501	2300109-093200.000.0	D9448	Support roller track	EA	Q	C
23	2530-12-310-3357	7 208 04 00 A	D2239	End connector	EA	A	C
24	2530-12-311-1935	7 208 05 00 A	D2239	Connector Center	EA	A	C
25	2520-12-175-6634	1189-92-0110A	C7574	Flange Mount	EA	Q	C
26	5340-12-199-0917	700M36X1,5	D0730	Plug protective dust	EA	A	C
27	2530-12-198-6868	2300109-090000.016.0	D1871	Cover end-stop	EA	A	C
28	2530-12-196-4068	2300109-096395.000.0	D1871	Cover end-stop	EA	A	C
29	2530-12-196-4067	2300109-096380.004.0	D1871	Cover end-stop	EA	A	C

30	2530-12-196-3613	2300109-0900000.015.0	D1871	Angle fastening	EA	A	C
31	2530-12-333-9663	2300348-096300.000.0	D1871	Damper end stop	EA	A	C
32	2530-12-193-0046	2300109-980931.001.0	D1871	Repair set support roller	EA	Q	C
33	2530-12-187-6684	2300109-091300.001.0	D1871	BEARING HOUSING	EA	Q	C
34	2530-12-193-8879	2300109-091710.000.0	D1871	ARM ASSEMBLY PIVOT TRACK SUSPENSION	EA	D	Q
35	2530-12-193-0044	2300109-980911.001.0	D1871	HUB WHEEL	EA	A	C
36	2530-12-165-0372	2360-134100.00.0	D1871	MOUNTING DISC	EA	A	C
37	2530-12-143-0590	2360-134000.09.0	D1871	LOCKNUT	EA	A	C

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ANNEX B

CALL-UP AGAINST A STANDING OFFER

To: - A:		Originator - Initiateur		Standing Offer Number - No d'Offre à commandes		Order No. N° de la demande	
Vendor No. - N° du fournisseur		Vendor Tel. No. N° du Tél. du fournisseur		Vendor Fax No. N° de télécop. du fournisseur		Contact - Personne-ressource	
Amendment Date/ Time Date de la modification/ Heure		00:00:00		Previous Value - Valeur précédente		Order date - Date de la demande Y/A M D/J	
Inc./Dec. - Aug./Dim.		Tel. No - N° du Tél.		Fax. No. - N° de télécop.		Revised value - Montant révisé	
GSIN		U of P U d'A		Quantity Quantité		Unit Price Prix unitaire	
NIBS						Ext. Price Prix prévu	
Description		Reason for order		FOB - FAB		Amount - Montant / EUR	
<p>To the supplier: Your standing offer referred to above is hereby accepted as follows: You are required to supply the goods and/or services shown above at the prices or pricing basis and in accordance with the other terms and conditions stated in the standing offer. Only goods and services included in the standing offer shall be supplied against this call-up.</p> <p>Au fournisseur: Votre offre à commandes, dont le numéro figure ci-haut, est acceptée selon les modalités suivantes : Vous devez fournir les biens ou services indiqués ci-haut aux prix ou selon les modalités de prix et en conformité des autres conditions stipulées dans l'offre à commandes. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l'offre à commandes.</p> <p>Security: This call-up includes security provisions. If yes, an SRCL shall accompany all PWGSC call-ups. Sécurité: Cette commande comprend des exigences en matière de sécurité. Si oui, on doit joindre une LVERS à toutes les commandes du TFGCC.</p>		<p>Terms of payment - Modalités de paiement</p> <p>HST/GST 0,00</p> <p>QST 0,00</p> <p>T. Amount - Montant T. / EUR</p>		<p>Pursuant to subsection 32(1) of Financial Administration Act, funds are available En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.</p>			
<p>Delivery Address - Adresse de livraison (Unless specified differently above - Sauf indication contraire ci-haut)</p>		<p>Invoicing address - Adresse de facturation Invoices - Original and two copies are to be made out and sent to Factures - Remplir et envoyer l'original et deux copies à</p>		<p>Signature (Mandatory - Obligatoire) Approved for the Minister</p>		<p>Date</p>	
				<p>Signature (Mandatory - Obligatoire)</p>		<p>Date</p>	

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ANNEX C

TO PART 5

REQUEST FOR STANDING OFFERS

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

CERTIFICATION

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I, the Offeror, by submitting the present information to the Standing Offer 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 an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside 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 RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Offeror 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 Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, 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 Offeror is not a Joint Venture.

OR

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

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ANNEX D

DESIGN CHANGE/DEVIATION (DND – 672)



Design Change/Deviation
Modification du modèle ou écart autorisé

<input type="checkbox"/> Design Change Modification du modèle	<input type="checkbox"/> Deviation Écart
---	---

Contractor's Serial No. N° d'ordre de l'entrepreneur
Contract Demand No. N° de la demande de contrat
DSS Contract Serial No. N° d'ordre du contrat du MAS
DSS File No. N° du dossier du MAS
Design Authority Serial No. N° d'ordre du bureau technique responsable

Part - Partie - I

1. Item Affected - Article touché

2. Main Equipment(s) Affected - Matériel touché

3. Description of Departure from Original Technical Data - Description des points qui diffèrent des données techniques

4. Reason for Request - Motif de la demande

5. Will interchangeability be affected? L'interchangeabilité est-elle réduite?	Component Parts: - Organes: -	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non	Assemblies: Ensembles:	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non
6. Will spare parts schedule be affected? Le tableau en pièces de rechange est-il modifié?		<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non	(If "YES" state details (Le cas échéant, donner les détails)		

7. Production Data - Renseignements sur la production

7.1 Cost and Delivery
Coût et livraison

7.1.1 Estimated Effect of Delivery
Effet prévu sur la livraison _____

7.1.2 Estimated Added Tooling Cost \$
Coût supplémentaire prévu de l'usinage \$ _____

7.1.3 Estimated Surplus Material Value \$
Valeur prévu des matériaux supplémentaires \$ _____

7.1.4 Estimated Change in Contract Cost
Including Sales Tax and 7.1.2 and 7.1.3
above. (Indicate + or -) \$
Variation prévu du coût stipulé dans le contrat
(y compris la taxe de vente et les montants
prévus en 7.1.2 et 7.1.3). (Indiquer + ou -) \$ _____

7.2 Production Change Point
Introduction de la modification

7.2.1 Estimated Starting Date and Serial No.
Date d'introduction et N° de série prévue _____

7.2.2 Total Number of Units Involved
Nombre total d'unités touchées _____

7.3 Recommendations for Prior Built Units in Service
Recommandations quant aux unités déjà en service

7.3.1 Should prior - built units be modified?
Les unités déjà en service devraient-elles
être modifiées? Yes
Oui No
Non

7.3.2 Estimated Cost Per Unit - Coût prévu par unité

Cost of Kit
Coût du lot \$ _____

Cost of Rework
Coût du réusinage \$ _____

7.3.3 Government Held Spare Parts
Pièces de rechange appartenant à l'État

Use
Utilisez Rework
Réusinage Scrap
Mise au rebut

Estimated Cost to Each to Rework or Replace \$
Coût prévu du réusinage ou de remplacement \$ _____

8. Originator - Auteur de la demande

Date (yyaa-mm-dj)	Signature (if other than Prime Contractor - autre que l'entrepreneur principal)	Date (yyaa-mm-dj)	Signature (Prime Contractor - Entrepreneur principal)
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Part - Partie - II

9. Recommendations of Quality Assurance Representative - Recommandations du représentant de l'assurance de la qualité

Date (yyaa-mm-dd)	Designation - Désignation	Signature
-------------------	---------------------------	-----------

10. Recommendations of Design Authority - Recommandations du Bureau technique responsable

Approved: Design Change Deviation Per Part I or See Remarks Not Approved
 Approuvé: Modification du modèle Écart Voir partie I ou Voir observations Rejetée

Date (yyaa-mm-dd)	Designation - Désignation	Signature
-------------------	---------------------------	-----------

11. Approval of Procurement Authority - Approbation de l'instance d'acquisition

Date (yyaa-mm-dd)	Designation - Désignation	Signature
-------------------	---------------------------	-----------

12. References - Documents de référence (Departmental file numbers etc. - Numéros de dossier ministère etc.)

13. Authorized Production Action on this Contract - Mesure de production autorisée pour le présent contrat

a. Design Change Modifications du modèle	Existing Stock Stock actuel	Complete Units Unités entières	Assemblies Ensembles	Component Parts Organes
Use Utilisez		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
When to take effect: Prise d'effet : _____	Rework Réusinage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Scrap Mise au rebut	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Deviation Écart <input type="checkbox"/>	Total Number of Units Involved Nombre(s) d'unités touchées _____	Serial No.(s) N°(s) de série _____		

14. Form DND 678 Required from Manufacturer
 DND 678 exigée du fabricant Yes / Oui No / Non

15. Action on Equipment in Stock and Use - Mesure à prendre à l'égard du matériel en stock et en service

16. Action on Spares in Stock - Mesure à prendre à l'égard des pièces de rechange en stock

17. Date (yyaa-mm-dd)	Signature (for Department of National Defence pour le ministère de la Défense Nationale)	18. Date (yyaa-mm-dd)	Signature (for Department of Supply and Services pour le ministère des Approvisionnements et Services)
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19. Distribution List - Liste de diffusion	Copies Exemplaires	Distribution List - Liste de diffusion	Copies Exemplaires

Solicitation No. - N° de l'invitation
W8486-155223/A
Client Ref. No. - N° de réf. du client
W8486-155223

Amd. No. - N° de la modif.
File No. - N° du dossier
299bl.W8486-155223

Buyer ID - Id de l'acheteur
299bl
Annex
E

ANNEX E

INITIAL FORECASTED CALL-UP

Annex E, Initial Forecasted Call-up
W8486-155223/A - Leo 2 Chassis Track and Suspension NISO

NSN	NCAGE	MPN	CFSS ITEM NAME	UOI	Ship to MTL	Ship to EDM	Total Qty
2530-12-312-5487	C4544	75700100FT	TRACK SHOE,VEHICULAR	EA 2,000	2,000		4,000
2530-12-176-0036	D1871	2300109-091600.000.0	WHEEL,SOLID RUBBER TIRE	EA 100	100		200
2530-12-175-7546	D2239	751	PAD, TRACK SHOE	EA 11,000	11,000		22,000
2530-12-351-4949	D8856	DRS 3710	WHEEL,SOLID RUBBER TIRE	EA 100	100		200
3020-12-182-4284	D1871	1504844	SPROCKET WHEEL	EA 240	240		480
2520-12-175-6634	C7574	1189-92-0110A	FLANGE,MOUNT	EA 33	67		100
5305-12-367-3676	I9008	ISO8765-M20X1,5X70-10.9-A3P	SCREW,CAP,HEXAGON HEAD	EA 1,900	1,900		3,800
5305-12-357-2104	I9008	ISO8676-M20X1,5X40-10.9-A3P	SCREW,CAP,HEXAGON HEAD	EA 4,500	4,500		9,000
4320-12-176-3292	C2311	LT1772	SEAL ASSEMBLY,SHAFT,SPRING LOADED	EA 242	233		475
5310-12-175-7129	D8286	B21DIN125C45VHRC30-36	WASHER,FLAT	EA 6,750	4,400		11,150
5365-12-357-7178	D8124	0736 300 557	PLUG,MACHINE THREAD	EA 600	600		1,200
5340-12-199-0917	D0730	700M36X1,5	PLUG,PROTECTIVE,DUST AND MOISTURE SEAL	EA 349	330		679
5310-12-329-2309	D8286	M20X1,5DIN982-8-A2P	NUT,SELF-LOCKING,HEXAGON	EA 6,800	6,800		13,600
5365-12-357-7177	D8124	0730 301 927	SPACER,RING	EA 715	224		939
5331-12-177-5933	D2480	OR190X5-70FPM/576	O-RING	EA 550	550		1,100
5330-12-338-4610	D1871	2300109-091120.014.0	GASKET	EA 61	393		454
5330-12-346-4847	D1871	2300109-092200.007.0	GASKET	EA 607	612		1,219
5325-12-346-5924	D8124	4138 303 110	INSERT,SCREW THREAD	EA 290	41		331
5310-12-328-4488	D8286	DIN982-M12X1,25-8-A2P	NUT,SELF-LOCKING,HEXAGON	EA 1,350	1,350		2,700
5310-12-175-9107	D1871	2300109-091120.001.0	WASHER,RECESSED	EA 5	88		93
5365-12-148-2921	D1871	2360-131300.02.0	PLUG,MACHINE THREAD	EA 50	150		200
5315-12-124-4165	D8124	0631 308 018	PIN,GROOVED,HEADLESS	EA 0	535		535
2530-12-198-6868	D1871	2300109-090000.016.0	COVER,END-STOP	EA 3	10		13
5315-12-346-8438	I9008	ISO1234-8X80-ST-A3P	PIN,COTTER	EA 199	73		272
5330-12-326-1595	D8124	4138 303 111	GASKET	EA 38	20		58
5315-12-345-0165	I9008	ISO8752-16X26-N-ST	PIN,SPRING	EA 44	37		81
5310-12-182-0404	D9448	2300109-090000.005.0	WASHER,FLAT	EA 12	16		28
5305-12-339-4682	I9008	ISO4017-M10X35-8.8-A3P	SCREW,CAP,HEXAGON HEAD	EA 102	71		173

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Annex
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ANNEX F

(Available as an electronic attachment to the solicitation)

MICROSOFT EXCEL® WORKBOOK