

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

| | |
|---|--|
| Title - Sujet SPARE PARTS | |
| Solicitation No. - N° de l'invitation W8485-141265/A | Date 2013-05-27 |
| Client Reference No. - N° de référence du client W8485-141265 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HS-597-62813 | |
| File No. - N° de dossier hs597.W8485-141265 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-07-08 | |
| Time Zone Fuseau horaire Eastern Daylight Saving Time EDT | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Bourassa, Chantal | Buyer Id - Id de l'acheteur hs597 |
| Telephone No. - N° de téléphone (819) 956-6763 () | FAX No. - N° de FAX (819) 956-5227 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 25 CFSD RECEIPTS SECTION, CFB MTL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
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 |

| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|--------------|--|------------------|-----------------|---------|-------------------|--|------------------------------|---------------------------|
| 1 | NSN - NNO: 4720-01-500-7890 PARTS KIT, HOSE ASSEMBLY, NONMETAL LIC Kit de pièces, l'assemblage de tuyau, non métallique Your offer / Votre offre: • Part Number Offered / Numéro de pièce offert: _____ • NSCM Offered / COF offert: _____ NSCM/CAGE - COF/CAGE: 1PN61 Part No. - N° de la partie: DA0100 | WB941 | W1941 | 200 | Each | \$ XXXXXXXXXXXXX | See Herein | |



| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|-----------------|--|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 2 | NSN - NNO: 2990-20-001-5602 INFRA-RED SUPPRESSION SYSTEM, TAIL PIPE Système de suppression de signature infrarouge (IRSS) de l'échappement du moteur - Article sérialisé. • Your offer / Votre offre: • Part Number Offered / Numéro de pièce offert: _____ • NSCM Offered / COF offert: _____ NSCM/CAGE - COF/CAGE: 3AB25 Part No. - N° de la partie: DE5483-1 | WB941 | W1941 | 3 | SE | \$ XXXXXXXXXXXX | See Herein | |

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

The requirement is detailed under the "Line Item Detail".

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within **fifteen (15)** working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

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 issued by Public Works and Government Services Canada (PWGSC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 05.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation

Insert: Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date of the bid solicitation

2. 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.

3. Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than **seven (7)** 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 with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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.

5. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority and the Procurement Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

6. SACC Manual Clause

| SACC Reference | Title | Date |
|----------------|--------------------------|------------|
| A9130T | Controlled Goods Program | 2011-05-16 |

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications and Additional Information (1 hard copy)

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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>). To assist Canada in reaching its objectives, bidders 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.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

1. Military Aviation Replacement Parts - Condition and Certification of Deliverables End Items

The following categories do not apply to standard and commercial parts. Standard parts consist of common hardware parts and raw materials, not necessarily designed for aviation use, produced to recognized industry or government specifications, which are available without proprietary

limitations (such as Society of Automotive Engineers (SAE), National Aerospace Standard (NAS), Army-Navy Aeronautical Standard (AN), and Military Standard (MS) hardware items). Commercial parts consist of common non-aeronautical parts produced to recognized industry specifications and available on the commercial market. Deliverable standard and commercial parts must be in a new condition.

1. Category #1 - New Materiel

Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:

- a. the owner of the design or manufacturing rights to the items; or,
- b. the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
- c. distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
- d. maintenance organizations approved/accredited by TC, the Department of National Defence (DND)/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).

2. Category #2 - New Surplus Materiel

Deliverable end items, unused and supplied by an entity other than Category #1 sources. Full traceability documentation back to the owner of the design or manufacturing rights to the items or their authorized manufacturer or agent/distributor is required.

Deliverable End Item Grid

Bidders must indicate the NATO Supply Code for Manufacturers or Commercial And Government Entity (NSCM/CAGE) code of the manufacturing entity under the appropriate category of the grid. For example, if a bidder is offering a Category #1 item(s), it must indicate the NSCM number under that category as per the example below. Bidders may use additional pages to provide the complete description called up under Category #3 if necessary.

| Item | Category 1 New Material | Category 2 New Surplus Materiel |
|-------------|----------------------------|---------------------------------|
| For example | NSCM: ABC12 Name: PWGSC | |
| 1 | | |
| 2 | | |
| 3 | | |

Requirements for Airworthiness Certification

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts must be accompanied by a packing slip that identifies the name and address of the supplier, the NATO stock number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) and/or manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

Bidders are advised that it will be a requirement of the resulting Contract to provide with each item, supplied under the resulting Contract, a Certificate of Conformance, or certified true copies as specified herein:

1. Category #1 and #2 military unique aviation replacement parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:

- a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
- b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.

- c. identification of both the authorized signatory and the organization.

2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:

- a. form TCCA 24-0078, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
- b. FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;
- c. Joint Aviation Authorities (JAA) Form One, Authorised Release Certificate, signed by a JAA authorized inspector, within the two (2) years before contract award;

d. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or

e. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:

i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;

ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

"I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations".

iii. identification of both the authorized signatory and organization.

3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

2. Military Aviation Replacement Parts - Substitutes and Traceability

The Part Number and NATO Supply Code for Manufacturers (NSCM(s), or the Commercial And Government Entity (CAGE) code indicated in the bid solicitation are the only ones known to the Department of National Defence that meet the form, fit and function requirements of the Original Equipment Manufacturer (OEM) approved type design of the aircraft in which they will be installed.

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 three (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.

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.

If a part is not manufactured by the OEM of the aircraft, then it must be manufactured by an authorized supplier to the OEM or by the original manufacturer of the part chosen for use by the OEM of the aircraft (or the successor of or licensed by that original manufacturer). Canada reserves the right to verify with the OEM of the aircraft that the manufacturer of a part proposed is in fact authorized by the OEM to produce that part or supplies that part to the OEM.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide the following substitution notice fully completed.

SUBSTITUTION NOTICE

1.Item Number: _____

2.Original Technical Data (as referenced below):

a.Part Number: _____

b.NSCM/CAGE code: _____

c.Other: _____

3.Proposed Change(s)

a.Part Number: _____

b.NSCM/CAGE code: _____

c.Other: _____

4.Reason for Change/Supporting Data:

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.

3. Samples

3.1 Substitute Product and Replacement Part Number from OEM - Samples

If the Bidder offers a substitute product or a replacement part number from the OEM, 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 **fourteen (14)** 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.

Section II: Financial Bid

1. Pricing

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6.

Prices should appear in the "Line Item Detail" only.

Bidders must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes must be shown separately.

2. Pricing - Multi-Item Bid Solicitation

Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical Nato Stock Numbers in order to be evaluated. Bidders may withdraw one or more items from their bid, after bid closing but prior to contract award, by advising in writing the Contracting Authority.

3. SACC Manual Clauses

3.1 Exchange Rate Fluctuation

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax included where applicable and Applicable Taxes extra, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
4. The foreign value of the foreign currency component of the bid or negotiated price must be provided before contract award. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the

specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)

6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.

7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

Section III: Certifications and Additional Information

1. Certifications

Bidders must submit the certifications required under Part 5.

2. Additional Information

Canada requests that bidders submit the following information:

2.1 Delivery

While delivery is requested by **October 25, 2013**, Bidders should indicate the best delivery that could be offered in the "Line Item Detail".

2.2 Supplier's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

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

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Evaluation Criteria - Part Number and NSCM/CAGE

Bidders must indicate the Part Number and the NSCM/CAGE they are offering.

1.1.2 Mandatory Technical Evaluation Criteria -Military Aviation Replacement Parts - Substitutes and Traceability

Bidders proposing a substitute product must meet the following criteria:

In order to be considered for the evaluation of a substitute product, Bidders must provide all required technical information (as detailed in Part 3, Section I, of this RFP) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these substitute products.

1.1.3 Mandatory Technical Evaluation Criteria - Replaced Part Numbers from the OEM

Bidders proposing a replaced part number must meet the following criteria:

In order to be considered for the acceptance of a replaced part number (superseded or obsolete), Bidders must provide:

- a. proof by submitting 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 herein and are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
- b. all required technical information (as detailed in Part 3, Section I, of this RFP) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Evaluation Criteria

Solicitation No. - N° de l'invitation

W8485-141265/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs597

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

W8485-141265

File No. - N° du dossier

hs597W8485-141265

CCC No./N° CCC - FMS No/ N° VME

The price of the bid must be in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra.

Bidders must quote a price for all destinations with the same Nato Stock Number.

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price per item will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation there in required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers

may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide the items detailed under the "Line Item Detail".

2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

3. 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, issued by Public Works and Government Services Canada (PWGSC).

3.1 General Conditions

2010A (2013-04-25) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Complete Delivery

The Contractor must make the delivery as detailed under the "Line Item Detail".

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Chantal Bourassa
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch

Logistics, Electrical, Fuel and Transportation Directorate

"HS" Division

Place du Portage, Phase III, 7B1

11 Laurier Street

Gatineau, QC K1A 0S5

Telephone : 819-956-6763

Facsimile: 819-956-5227

E-mail address: chantal.bourassa@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.

5.2 Procurement Authority

The Procurement Authority for the contract is:

Name: **to be inserted by PWGSC**

DLP: _____

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

Telephone: _____

Facsimile: _____

E-mail address: _____

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

5.3 Contractor's Representatives

General enquiries

Name: **to be inserted by PWGSC**

Telephone No: _____

Facsimile No: _____

E-mail address: _____

Delivery follow-up

Name: **to be inserted by PWGSC** _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties, Excise Taxes included where applicable and Applicable Taxes extra.

6.2 SACC Manual Clauses

| SACC Reference | Title | Date |
|----------------|----------------------------------|------------|
| C2000C | Taxes - Foreign-based Contractor | 2007-11-30 |
| C6000C | Limitation of Price | 2011-05-16 |
| H1001C | Multiple Payments | 2008-05-12 |

6.3 Exchange Rate/Payment on Delivery

1. The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.
2. The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.
3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
4. On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.
5. Canada will have the right to audit any revision to costs and prices under this clause.

7. 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 on the invoice is completed.

2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.

3. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.

(b) One (1) copy must be forwarded or e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) One (1) copy must be forwarded or e-mail to the Procurement Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation 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.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

10. 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 (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated **to be inserted by PWGSC**, as amended **to be inserted by PWGSC**.

11. SACC Manual Clauses

| SACC Reference | Title | Date |
|-----------------------|---|-------------|
| A9006C | Defence Contract | 2012-07-16 |
| A9131C | Controlled Goods Program | 2011-05-16 |
| B4060C | Controlled Goods | 2011-05-16 |
| B7500C | Excess Goods | 2006-06-16 |
| C2800C | Priority Rating | 2013-01-28 |
| C2801C | Priority Rating - Canadian-based Contractors | 2011-05-16 |
| D2000C | Marking | 2007-11-30 |
| D2001C | Labelling | 2007-11-30 |
| D2025C | Wood Packaging Materials | 2008-12-12 |
| D5545C | ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) | 2010-08-16 |
| D6010C | Palletization | 2007-11-30 |
| D9002C | Incomplete Assemblies | 2007-11-30 |
| G1005C | Insurance | 2008-05-12 |

12. Preparation for Delivery

12.1 Preparation for Delivery

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

The Contractor must package all items in quantities of one (1) per package.

12.2 Military Aviation Replacement Parts - Airworthiness Documentation

The Contractor must provide the following airworthiness documentation, enclosed in the shipment or attached to the part:

_____ .

13. Shipping Instructions - Delivery and Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means.

Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

25 CF Supply Depot Montreal
Montreal, Qué.
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282

14. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority and the Procurement Authority, thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.