

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

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

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

**Place du Portage , Phase III**

**Core 0A1 / Noyau 0A1**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

|  |  |  |
|--|--|--|
| <b>Title - Sujet</b><br>TUTOR AIRCRAFT SPARES  |  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W8485-128255/A   | <b>Date</b><br>2012-04-03              |  |
| <b>Client Reference No. - N° de référence du client</b><br>W8485-128255  |  |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$BY-276-22640   |  |  |
| <b>File No. - N° de dossier</b><br>276by.W8485-128255  | <b>CCC No./N° CCC - FMS No./N° VME</b> |  |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2012-04-26</b>   |  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>   |  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Horn(276by), Kim  |  | <b>Buyer Id - Id de l'acheteur</b><br>276by                                      |
| <b>Telephone No. - N° de téléphone</b><br>(819) 956-0271 ( )   |  | <b>FAX No. - N° de FAX</b><br>(819) 956-4717                                     |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>BLDG 236 EAST END<br>195 AVE&82ND ST<br>EDMONTON<br>Alberta<br>T5J4J5<br>Canada |  |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

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

**Issuing Office - Bureau de distribution**

**Aerospace Spares and Logistics / Pièces de rechange  
aérospatiales et logistiques**

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

**5C2, Place du Portage**

**Gatineau**

**Québec**

**K1A 0S5**

| Item<br>Article | Description   | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Unit Price/Prix unitaire<br>FOB/FAM<br>Destination | Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|--|-------------|---------------------------------|------------------------------|
| 1               | NSN - NNO: 1630-21-886-1766<br>PISTON, BRAKE<br>NSCM/CAGE - COF/CAGE: 0B9R9<br>Part No. - N° de la partie:<br>5007017 | W248A                  | W2481                 | 200        | Each                 | \$   | \$          | See Herein                      |                              |
| 2               | NSN - NNO: 7510-21-889-6056<br>PIN, STRAIGHT<br>NSCM/CAGE - COF/CAGE: 36718<br>Part No. - N° de la partie:<br>5007019 | W248A                  | W2481                 | 400        | Each                 | \$   | \$          | See Herein                      |                              |

## PART 1 - INFORMATION AND INSTRUCTIONS

### BIDS RETURNED BY FACSIMILE TO BY DIVISION:

In order to promote the Green environment, Bidders are requested when returning a bid by facsimile to BY Division (819 956-4717) that the front page and any page that requires completion by the Bidder is returned to Contracting Authority. There is no requirement to return other pages unless notated or modified by the Bidder. Although "confirmation bids" are not necessary, if a Bidder wishes to mail a confirmation copy of their proposal, only those pages that were sent by facsimile need to be returned.

In the event of a complete "no bid" only the front page of the Request for Proposal should be returned identified with the Company name and the words "NO BID" clearly stated.

Please note that this does not apply to bids closing at the Bid Receiving Office, where normal procedures apply.

### 1. Security Requirement

There is no security requirement associated with this requirement. (XLDV2, 18/04/05)

### 2. Requirement

See detailed line item description of this document.

#### 2.1 Note to Bidder

The Manufacturer must be the Original Equipment Manufacturer (OEM) or be approved by the OEM to manufacture the subject item(s); or that the proposed manufacturer has previously manufactured the items(s), or provide other information for DND's review and acceptance to support the manufacturers capability. Such information will be required within 72 hours of notification of the bidder or the bidder may supply the information with the bid.

#### 2.2 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.

## 3. Category #3 - Other Condition

Any deliverable end item condition other than Category # 1 or Category #2. Should the Bidder be offering deliverable end items in Category #3, a complete description of the item's condition and all available traceability documentation is required with the bid. Bids containing parts identified in this category are subject to evaluation by Canada.

### 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<br>NEW MATERIAL | CATEGORY #2<br>NEW SURPLUS | CATEGORY #3<br>OTHER | Indicate which<br>Airworthiness<br>document will<br>accompany each item |
|------|-----------------------------|----------------------------|----------------------|---|
| 1    |                             |                            |                      |   |
| 2    |                             |                            |                      |   |

### 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. A0300T, 25/05/07)

### 2.3 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. (A0301T, 25/05/07)

### 3. Standard Instructions, Conditions and Clauses

All instructions, conditions and clauses identified in the bid solicitation by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca>

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

#### 3.1 Standard Instructions

The standard instructions and conditions 2003 (16/05/11) - Goods or Services Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

#### MODIFICATION TO STANDARD INSTRUCTIONS 2003 AND 2004 (EFFECTIVE 29 JUNE 2011)

Replace subsection 1. (a) and (b) with the following:

Canada may reject a bid where any of the following circumstances is present:

the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;

an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform.

### 4. Submission of Bids

Bids must be submitted by the time, date and place indicated in the bid solicitation document.(XLDV8, 18/04/05)

#### 4.1 Mandatory Evaluation Criteria - Goods :

The following mandatory factors will be taken into consideration in the evaluation of each bid:

- A) compliance with proposed pricing methods;
- B) price;
- C) manufacture and Parts Traceability for all items; and
- D) material condition;
- E) terms and conditions as outline in this RFP/Contract document
- F) transportation cost information (US suppliers)

## 4.2 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 will be recommended for award of a contract. (A0069T, 25/05/07)

## 4.3 Evaluation of Price

1. The price of the bid will be evaluated as follows:

(a) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.

(b) foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.

2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.  
(A0222T 11/01/10)

## 4.4 Bid Support

The Bidder must provide price support as detailed in the specified Standard Instructions - Goods or Services.

## 4.5 Exchange Rate Fluctuation - (C3010T, 11/01/10)

## 5. Price Certification - Foreign Suppliers - (C0001T, 25/05/07)

OR

## 5.1 Price Certification - Canadian Suppliers - (C0003T, 12/12/08)

## 6. Federal Contractors Program - over \$25,000 and below \$200,000- (A3031T 16/08/10)

## 7. Supplier Contacts

Name and telephone number of the person responsible for :

### Delivery Follow-up

|                 |  |
|-----------------|--|
| Name:           |  |
| Telephone no:   |  |
| Facsimile no:   |  |
| E-mail address: |  |

**General Enquiries**

|                 |  |
|-----------------|--|
| Name:           |  |
| Telephone no:   |  |
| Facsimile no:   |  |
| E-mail address: |  |

**8. Controlled Goods Program - Item 2**

1. As the resulting contract will require the production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program and registration is carried out as follows:

(a) When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

(b) When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.

(c) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption. (A9130T,16/05/11)

**PART 2 - RESULTING CONTRACT CLAUSES****1. Security Requirement**

There is no security requirement associated with this requirement. (XLDV20, 18/04/05)

**2. Defence Contract - (A9006C, 12/05/08)**



## 2.1 End User Certificate

It is herewith certified that supplies purchased in this Contract are ordered by the Canadian Government for the exclusive use by the Canadian Armed Forces. (D0050C,25/05/07)

## 3. Requirement

See detailed line item description of this document

### 3.1 Condition of Material

Materiel supplied shall be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the solicitation closing date. (B1000T, 30/11/07)

### 3.2 Marking - (D2000C, 30/11/07)

### 3.3 Labelling - (D2001C, 30/11/07)

### 3.4 Controlled Goods Program - item 2

1. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program.

2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

3. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods. (A9131C, 16/05/11)

### 3.5 Quality Assurance Authority - Canadian Based Contractor - Item 1- (D5510C, (16/05/11)

**3.5.1 Quality Assurance Authority (DND) - Foreign-based /United States Contractor - Item 1 - (D5515C, 11/01/10)**

### 3.6 ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)- Item 1- (D5540C, 16/08/10)

### 3.7 ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)- Item 2 - (D5545C, 16/08/10)

### 3.8. Release Documents - DND - Canadian Contractors - Item 1 - (D5606C, 30/11/07)

**3.8.1 Release Documents - DND - US Contractor - Item 1 - (D5605C, 11/01/10)**

### 3.9 Release Documents - Distribution - Item 1

1. The Contractor must prepare the release documents and distribute them as follows:

- (a) **Copy 1:** mail to consignee marked: "Attention: Receipts Officer";
- (b) **Copies 2 and 3:** with shipment (in a waterproof envelope) to the consignee;
- (c) **Copy 4:** to the Contracting Authority;
- (d) **Copy 5:** to:  
National Defence Headquarters, Mgen George R. Pearkes Building  
101 Colonel By Drive, Ottawa, ON K1A OK2  
**Attention: DAP 5-2-7-3**
- (e) **Copy 6:** to the Quality Assurance Representative;
- (f) **Copy 7:** to the Contractor;
- (g) **Copy 8:** all non-Canadian Contractors to:  
DQA/Contract Administration  
National Defence Headquarters, Mgen George R. Pearkes Building  
101 Colonel By Drive, Ottawa, ON K1A OK2  
E-mail: ContractAdmin.DQA@forces.gc.ca.

**NOTE:** For into-plane refuelling contracts copies 2, 3, 4 and 5 are not required and may be destroyed.  
(D5620C, 30/11/07)

### 3.10 Incomplete Assemblies - (D9002C, 30/11/07)

### 3.11 Military Aviation Replacement Parts - Airworthiness Documentation

The Contractor shall provide the following airworthiness documentation, enclosed in the shipment or attached to the item: Certificate of Conformance and Packing Slip. (D9010C, 30/11/07)

### 3.12 Military Aviation Replacement Parts - Maintenance of Records - (A0301C, 25/05/07)

## 4. Standard Conditions and Clauses

All conditions and clauses identified in the Contract by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca>.

### 4.1 General Conditions

2029 (16/05/11) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

In the event that the requirement cannot be deemed Low Dollar Value General Conditions - Goods or Services (Medium Complexity) 2010A (16/05/11) shall apply to and form part of the contract.

### 4.2 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$5,000,000.00. This limitation of the Contractor's liability does not apply to:

- (a) any infringement of intellectual property rights; or
- (b) any breach of warranty obligations.

3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount. (N0001C, 12/05/08)

## 5. Complete Delivery

The Contractor shall make the complete delivery within \_\_\_\_\_ from the date of the Contract.  
(D0005C, 30/11/07)

### 5.1 Accelerated Delivery

Every effort will be made to improve delivery without any additional cost to Her Majesty.(XBD25K, 15/09/97)

### 5.2 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract:

Incoterms 2000 "DDP Delivered Duty Paid" EDMONTON, ALBERTA. (D4002C, 11/01/10)

OR

#### 5.2.1 Shipping Instructions (DND) - Foreign-based Contractors

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

2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

(a) Insert the following when the Contractor is located in the United States (U.S.):

Inbound Logistics Coordination Center (ILCC):

Telephone: 1-877-447-7701 (toll free)

Facsimile: 1-877-877-7409 (toll free)

E-mail: ILHQOttawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:

- (a) the Contract number;
- (b) consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
- (c) description of each item;
- (d) the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
- (e) actual weight and dimensions of each piece type, including gross weight;
- (f) copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CII, Canada Customs Invoice;
- (g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
- (h) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
- (i) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.

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

5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.. (D0035C, 11/01/10 - modified)

### 5.3 Palletization - (D6010C, 30/11/07)

#### 5.4 Preparation for Delivery

The Contractor must prepare item numbers 1 and 2 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack. The Contractor must package item numbers 1 and 2 in quantities of 1 by package.

**NOTE:** Unless otherwise specified, the unit pack quantity shall not exceed 100 pieces and shall not weigh more than 25 pounds (11.3 kg). (D3018C, 30/11/07)

#### 5.5 Delivery Appointments

The Contractor is required to arrange delivery appointments by contacting the Depot Traffic Section. The Department of National Defence reserves the right to refuse shipments without prior arrangement. Delivery appointments can be arranged by telephone/fax:

7 CF Supply Depot

Lancaster Park, Edmonton, Alberta

Tel: (780) 973-4011 ext. 4524

Fax: (780) 973-4054

### 6. Contracting Authority

The Contracting Authority is named below and is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority.

Kim Horn, Public Works and Government Services Canada, Acquisitions Branch, DMPS

5C2, Place du Portage, Phase III, 11 Laurier Street, Gatineau, Quebec

Telephone : (819) 956-0271 Facsimile: (819) 956-4717

E-mail address: kim.horn@tpsgc-pwgsc.gc.ca

(XLDV30, 18/04/05)

#### 6.1 Basis of Payment

- 1) PRICE: Firm Unit Price
- 2) GST: Extra, if applicable
- 3) DUTY: Extra, if applicable
- 4) \* FCA: Contractor's Plant \_\_\_\_\_ Transportation charges to not exceed \$ \_\_\_\_\_
- OR
- 5) \* DDP: Destination

\* NOTE: On front page of document and on Line Item Detail page(s) were the term FOB is listed - Read FCA or DDP as applicable. (XLDV34, 18/04/05)

#### 6.2 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 Annex \_\_\_\_\_ of 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.(C3015C, 11/01/10)

### **6.3 Discretionary Audit - (C0101C, 11/01/10)**

### **6.4 Taxes - Foreign-Based Contractors - (C2000C, 30/11/07)**

### **6.5 Canadian Customs Duties and Sales Tax - Foreign-based Contractor**

Canadian customs duties and sales tax, if applicable, are extra to the Contract Price and payable by Canada. (C2605C, 12/05/08)

### **6.6 Canadian Customs Documentation**

#### **General**

1. The Contractor must provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked " For Customs Purposes Only".

2. For shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), and for shipments from Israel that are Israeli in origin, as defined by the Canada-Israel Free Trade Agreement (CIFTA), the Contractor must provide proof of origin of the goods. This proof must be in the form of a NAFTA or CIFTA Certificate of Origin for goods valued at C\$1,600 or more, or a simple statement on the invoice for goods valued at C\$1,600 or less. In either case, the document must include an original signature and must reference the contract number. For contracts valued at C\$250,000 or more, the proof of origin will not be required.

3. The Contractor must not employ commercial customs brokers to custom clear the goods provided under the Contract, unless authorized by the Canadian Material Support Group / Customs, at National Defence Headquarters, telephone: 613-996-0290, facsimile: 1-800-306-1811 or 613-992-9921.

#### **Completion of Documents**

4. The CCI or commercial invoice must include the following information:

- (a) complete description of the goods being shipped, including the applicable United States "Schedule B" codes or United States Harmonized Tariff Schedule codes;
- (b) value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2000), including value of repairs, warranty repairs or replacement costs;
- (c) the Contract number and financial codes (use Field 3 on the CCI form);
- (d) country of origin of goods;

(e) when a NAFTA/CIFTA Certificate of Origin has been prepared, the "Description" field of the CCI or commercial invoice must include a statement confirming that it has been completed and is attached to that invoice.

### **Distribution of Documents**

5. The Contractor must attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation":

- (a) one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable, and;
- (b) one (1) copy of the NAFTA Certificate of Origin (if applicable).

6. The second copy of each of the above-mentioned forms must be attached to the shipping documents.

7. A copy of the CIFTA Certificate of Origin must be faxed to 1-800-306-1811 or emailed to DCBS Customs@forces.gc.ca. (C2608C, 16108/10)

### **7. Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in section 06, Invoice Submission, of the 2029 (16/05/11) General Conditions - Goods or Services (Low Dollar value). Or The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010A (16/05/11) General Conditions - Goods or Services (Medium Complexity).

#### **7.1 Invoice Distribution**

The Contractor shall submit invoices on its own form, and shall include the following information: the date, name and address of the consignee(s), item number, quantity, part number, reference number and description, contract file, serial numbers and Client Reference Number (CRN). Invoices will be distributed as follows:

(a) The original and one copy to - Consignee

b) Two (2) copy to:

UPON DELIVERY, please send via EMAIL copy of INVOICE and SHIPPING DETAILS to :

Kim.Horn@tpsgc.gc.ca

Department of Public Works and Government Services

Defence and Major Projects Sector, Aircraft Spares and Logistic Division, BY Division,

5C2 Place du Portage Phase III, 11 Laurier Street, Gatineau, Quebec K1A 0S5

Attention : Kim Horn Fax: 819 956-4717

\* If processing through email is not possible, please fax information to new fax number : (819) 956-4717

(c) One (1) copy to:

National Defence Headquarters, MGen George R. Pearkes Building

101 Colonel By Drive, Ottawa, ON K1A 0K2

Attention: DAP 5-2-7-3

2. Canada will only make payment upon receipt of a satisfactory invoice duly supported by specified release documents and any other documents called for under the Contract.

3. The Contractor shall not submit an invoice prior to shipment of the items to which it relates.  
(XH5001D, 13/12/99)

#### **7.2 Multiple Payments - (H1001C, 12/05/08)**