

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 CC130 STOCK BUY		
Solicitation No. - N° de l'invitation W8485-141675/A	Date 2013-07-31	
Client Reference No. - N° de référence du client W8485-141675		
GETS Reference No. - N° de référence de SEAG PW-\$\$BY-419-23929		
File No. - N° de dossier 419by.W8485-141675	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-08-16		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Beauchamp, Sylvie		Buyer Id - Id de l'acheteur 419by
Telephone No. - N° de téléphone (819) 956-7646 ()		FAX No. - N° de FAX (819) 956-4717
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 H1N3V9 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

Aerospace Spares and Logistics / Pieces de rechange
aerospatiales et logistiques

11 Laurier St. / 11, rue Laurier

5C2, Place du Portage

Gatineau

Québec

K1A 0S5

Delivery Required - Livraison exigée 2013-11-14	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: 2940-21-896-1460 FILTER ELEMENT,FLUID NSCM/CAGE - COF/CAGE: 99193 Part No. - N° de la partie: 3001436-1 Quality Assurance No. - N° d'assurance de qualité: QAC-C	WB941	W1941	15	Each	\$	\$	2013-11-14	
2	NSN - NNO: 5331-00-450-3666 O-RING NSCM/CAGE - COF/CAGE: 99193 Part No. - N° de la partie: S9413-229 Quality Assurance No. - N° d'assurance de qualité: QAC-C	WB941	W1941	60	Each	\$	\$	2013-11-14	

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
3	NSN - NNO: 2840-01-486-9292 CHAMBER, COMBUSTION, AIRCRAFT GAS TU RBINE NSCM/CAGE - COF/CAGE: 99193 Part No. - N° de la partie: 3601193-8 Quality Assurance No. - N° d'assurance de qualité: QAC-C	WB941	W1941	10	Each	\$	\$	2013-11-14	

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PART 1 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (01-06-2013) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

OR

The 2004 (19/11/2012) Standard Instructions - Goods or Services - Non-competitive Requirements, are incorporated by reference into and form part 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 in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered 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. Supplier Contacts

Name and telephone number of the person responsible for:

Delivery Follow-up		General Inquiries	
Name:		Name:	
Telephone no:		Telephone no:	
Facsimile no:		Facsimile no:	
E-mail address:		E-mail address:	

PART 2 - REQUIREMENT

1. Security Requirement

There is no security requirement associated with this requirement.

OR

There is a security requirement associated with the requirement.

2. Requirement

See page(s) detailed line item(s) 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 48 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.

2.2.1. 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).

2.2.2. 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.

2.2.3. 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.

2.2.4 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.

ITEM	CATEGORY #1 NEW MATERIAL	CATEGORY #2 NEW SURPLUS	CATEGORY #3 OTHER	Indicate which Airworthiness document will accompany each item

2.2.5 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;

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

419by

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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- (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

This section is to be completed by a bidder proposing to supply a substitute item including an item with a different part number, NSCM/CAGE code or produced by an alternate manufacturer.

1. Item Number: _____
2. Original Technical Data (as referenced herein):
 - (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:

2.3 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)

OR

2.3 No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

(B4024T, 15/08/06)

PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

1.1 Mandatory Technical Criteria

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

- a) comply with proposed Basis of Payment;
- b) provide, if required, manufacture and Parts Traceability for all items;
- c) provide the material condition requested; and
- d) accept terms and conditions as outline in this RFP/Contract document

1.2 Evaluation of Price

1.2.1. 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.

1.2.2. 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.

1.2.3 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.

1.2.4 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)

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)

3. Exchange Rate Fluctuation

C3010T (25-04-2013), Exchange Rate Fluctuation

OR

C3011T (11/01/2010), Exchange Rate Fluctuation

PART 4 - CERTIFICATIONS

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Federal Contractors Program - (A3031T 16/08/10)

OR

2. Federal Contractors Program

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 all 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.)

3. Controlled Goods Program - (A9130T, 16/05/11)

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

OR

4. Price Certification - Canadian Suppliers - (C0003T, 12/12/08)

PART 5 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. 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 page(s) detailed line item(s) description of this document.

3.1 Condition of Material

Matériel supplied shall be **new or new surplus or overhauled** 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. Marking - (D2000C, 30/11/07)

3. Additional Package Markings - Different

- (a) specification number;
- (b) manufacturer's name;
- (c) drawing number;
- (d) batch or lot number;
- (e) qualification number;
- (f) cure date of rubber components;
- (g) data required by the contract or by the commodity specification;
- (h) date of manufacture;
- (i) date of repair or overhaul;
- (j) name of repair or overhaul contractor;
- (k) modification status;
- (l) serial number; and
- (m) expiration date of shelf life.

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:

For item(s) _____:

For item(s) _____:

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

(D2016C, 11/01/10)

3. Additional Package Markings - Identical

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:

- (a) specification number;
- (b) manufacturer's name;

- (c) drawing number;
- (d) batch or lot number;
- (e) qualification number;
- (f) cure date of rubber components;
- (g) data required by the contract or by the commodity specification;
- (h) date of manufacture;
- (i) date of repair or overhaul;
- (j) name of repair or overhaul contractor;
- (k) modification status;
- (l) serial number; and
- (m) expiration date of shelf life.

(a) _____;

(b) _____.

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.
(D2015C, 11/01/10)

3. Age Control of Elastomeric Material - (B1202C, 25/05/07)

3. Shelf Life

Option 1:

The Contractor must ensure that item(s) _____ (insert the applicable item number) will contain 75 percent of the authorized shelf life as listed in ISO 2230 at date of delivery to the Department of National Defence.

Option 2:

The Contractor must ensure that item(s) _____ (insert the applicable item number) will contain 75 percent of the authorized shelf life as listed in CFTO D-05-001-001/SF-000 at date of delivery to the Department of National Defence.

(B1204C, 16/05/11)

3. Labelling - (D2001C, 30/11/07)

3. Marking of Aircraft Hose Assy - (B4047C, 25/05/07)

3. Dangerous Goods - (D3015C, 30/11/07)

3. Controlled Goods Program - (A9131C, 16/05/11)

3. Quality Assurance Authority - Canadian Based Contractor - (D5510C, 16/07/12)

OR

3. Quality Assurance Authority (DND) - Foreign-based /United States Contractor - (D5515C, 11/01/10)

3. ISO 9001:2008 Quality Management Systems - Requirements (QAC Q) - (D5540C, 16/08/10)

3. ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)- (D5545C, 16/08/10)

3. Civil Aircraft Inspection - (QAC J) - (D5580C, 30/11/07)

3. Release Documents - DND - Canadian Contractors - (D5606C, 16/07/12)

OR

3. Release Documents - DND - US Contractor - (D5605C, 11/01/10)

3. Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- A. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- B. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- C. One (1) copy to the Contracting Authority;
- D. One (1) copy to:
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: DAP
- E. One (1) copy to the Quality Assurance Representative
- F. One (1) copy to the Contractor; and
- G. For all non-Canadian contractors, one (1) copy to:
DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ILHQcontract-ILHQcontrat@forces.gc.ca.

NOTE: For into-plane refuelling contracts b, c and d above are not required.
(D5620C, 16/07/12)

3. Incomplete Assemblies - (D9002C, 30/11/07)

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

4. Standard Clauses and Conditions

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

4.1 General Conditions

2010A (21/03/21) General Conditions - Goods or Services (Medium Complexity) 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. Delivery

5.1 Complete Delivery

See page(s) detailed line item(s) description of this document. (D0005C, 30/11/07)

OR

5.1 Complete Delivery

The Contractor shall make the complete delivery as follows:

Item : within _____ from the date of the Contract (on or before _____)

Item : within _____ from the date of the Contract (on or before _____)

Item : within _____ from the date of the Contract (on or before _____)

Item : within _____ from the date of the Contract (on or before _____)

Item : within _____ from the date of the Contract (on or before _____)

(D0005C, 30/11/07)

5.2 Accelerated Delivery

Every effort will be made to improve delivery without any additional cost to Her Majesty.

(XBD25K, 15/09/97)

5.3 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract Incoterms 2000 "DDP Delivered Duty Paid" **25 CFSD Montreal, Quebec and 7 CF Supply Depot Lancaster Park, Edmonton, Alberta.**

(D4002C, 11/01/10)

OR

5.3 Shipping Instructions (DND) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at _____ (insert the named place, e.g. 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.

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.

Inbound Logistics Coordination Center (ILCC):

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

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

E-mail: ILHQcontract-ILHQcontrat@forces.gc.ca

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

- (a) the Contract number;
- (b) consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
- (c) description of each item;
- (d) the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
- (e) actual weight and dimensions of each piece type, including gross weight;
- (f) copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1, Canada Customs Invoice;
- (g) Schedule B 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. (Revised D0035C, 11/01/10)

OR

5.3 DND Shipping Instructions - Canada - Delivery at Origin

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.

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.

Inbound Logistics Co-ordination Center (ILCC)

Telephone: 1-877-877-7423 (toll free)

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

E-mail: ILHQcontrat-ILHQcontract@forces.gc.ca

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

- a) the Contract number;
- b) consignee address (for multiple addresses, 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 materiel 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, and the marking of each piece with a Transportation Control Number.

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

6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

(Revised D0037C, 16/07/12)

5.4 Palletization - (D6010C, 30/11/07)

5.5 Wood Packaging Materials - (D2025C, 12/12/08)

5.6 Preparation for Delivery

The Contractor must prepare item(s) _____ 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 number(s) _____ in quantities of _____ (insert a mandatory quantity per unit pack or "up to a maximum of 100") 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)

OR

5.6 Preparation for Delivery

Preparation for delivery for item _____ shall be in accordance with the latest issue of the Canadian Forces packaging specification _____.

(D3016C, 30/11/07)

- (a) D-LM-008-015/SF-000, Piezoelectric Crystals;
- (b) D-LM-008-026/SF-001, Preformed Packing, Gaskets or Seals (rubber natural/synthetic, cork, asbestos or leather);
- (c) D-LM-008-027/SF-001, Small Arms Weapons;
- (d) D-LM-008-030/SF-001, Hose, Rubber, Plastic, Fabric or Metal (including tubing) and Fittings, Nozzles and Strainers;
- (e) D-LM-008-033/SF-000, Maritime Bearings, Matched Sets;
- (f) D-LM-008-035/SF-001, Electrostatic Discharge Protective Packaging - Electronic Parts, Assemblies and Equipment;
- (g) D-LM-008-037/SF-000, Antifriction Bearings (other than instrument precision bearings).

OR

5.6 Preparation for Delivery - US-Based Contractors

1. Preservation and packaging for 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. (D3019C, 30/11/07)

OR

5.6 Preparation for Delivery - Canadian-based Contractor

1. Preservation and packaging for 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 B "PKG DATA FORM REQD" must be in accordance with D-LM-008-011/SF-001.
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. (D3013C, 30/11/07)

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:

25 CFSD Montreal, Quebec

Tel: (514) 252-2777 ext. 2363

Fax: (514) 252-2568

7 CF Supply Depot, Lancaster Park, Edmonton, Alberta

Tel: (780) 973-4011 ext. 4524

Fax: (780) 973-4054

6. Contracting Authority

Sylvie Beauchamp

Public Works and Government Services Canada, Acquisitions Branch, DMPS
5C2, Place du Portage, Phase III, 11 Laurier Street, Gatineau, Quebec
Telephone : (819) 956-7646 Facsimile: (819) 956-4717

E-mail address: sylvie.beauchamp@pwgsc-tpsgc-gc.ca
(XLDV30, 18/04/05)

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.

7. Payment

7.1 Basis of Payment

- 1) PRICE: Firm Unit Price
- 2) HST/GST: Extra, if applicable
- 3) DUTY: Extra, if applicable and payable by the consignee
- 4) * FCA: Contractor's Plant _____

OR

- 3) * DDP: Destination 25 CFSD Montreal, Quebec and
7 CF Supply Depot , Lancaster Park, Edmonton, Alberta

* **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)

7.2 Discretionary Audit - (C0101C, 11/01/10)- (over \$50K - Canadian)

7.3 Taxes - Foreign-Based Contractors - (C2000C, 30/11/07)

7.4 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)

7.5 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, 16/07/12)

7.6 Priority Rating - Canadian based Contractors - (C2801C, 16/05/11)

OR

7.6 Priority Rating - Foreign-based Contractors - (C2800C, 28/01/13)

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010A (19/11/12) General Conditions - Goods or Services (Medium Complexity).

8.1 Invoice Distribution

1. 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 :
sylvie.beauchamp@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 : Sylvie Beauchamp

Solicitation No. - N° de l'invitation

W8485-141675/A

Amd. No. - N° de la modif.

File No. - N° du dossier

419byW8485-141675

Buyer ID - Id de l'acheteur

419by

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

W8485-141675

CCC No./N° CCC - FMS No/ N° VME

*** 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**

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)

8.2 Multiple Payments - (H1001C, 12/05/08)

9. Defence Contract - (A9006C, 16/07/12)