

**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 Flight Data Recorders & Memory Card	
Solicitation No. - N° de l'invitation W8485-141486/A	Date 2013-09-17
Client Reference No. - N° de référence du client W8485-141486	
GETS Reference No. - N° de référence de SEAG PW-\$\$BB-259-24026	
File No. - N° de dossier 259bb.W8485-141486	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-28	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Benoit, Patrick R.	Buyer Id - Id de l'acheteur 259bb
Telephone No. - N° de téléphone (819) 956-0126 ()	FAX No. - N° de FAX (819) 956-7173
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

Military Aircraft / Aéronefs Militaires

11 Laurier St. / 11, rue Laurier

8C1, Place du Portage

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: 7025-14-564-6009 MEMORY CARD, PERSONAL, COMPUTER NSCM/CAGE - COF/CAGE: F9281 Part No. - N° de la partie: FDSA64G	WB941	W1941	15	Each	\$	See Herein	
2	NSN - NNO: 6610-14-564-6011 RECORDER, FLIGHT DATA NSCM/CAGE - COF/CAGE: F9281 Part No. - N° de la partie: DT-MUX-M	WB941	W1941	5	Each	\$	See Herein	

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Solicitation No. - N° de l'invitation

W8485-141486/A

Amd. No. - N° de la modif.

File No. - N° du dossier

259bbW8485-141486

Buyer ID - Id de l'acheteur

259bb

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

W8485-141486

CCC No./N° CCC - FMS No/ N° VME

-
23. Release Documents (Department of National Defence) - United States-based Contractor
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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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2029 (2013-04-25) General Conditions - Goods or Services (Low Dollar Value) 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 bid solicitation.

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 A0300T (2013-03-21)

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. 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	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:

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:

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- 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.

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.

2.3 Military Aviation Replacement Parts - Substitutes and Traceability A0301T (2007-05-25)

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.

2.4 Substitute Products - Samples (Department of National Defence B3010T (2010-01-11))

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

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 5 (five) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

2.5 Equivalent Products B3000T (2006-06-16)

PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

1.1 Mandatory Evaluation Criteria - Product :

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 A0222T (2013-04-25)

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 Canada requests that bidders provide prices on a DDP basis.
(Delivered Duty Paid - Incoterms 2000)

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.

2. Pricing C9000T (2010-08-16)

3. Basis of Selection A0069T (2007-05-25)

4. Exchange Rate Fluctuation C3011T (2010-01-11)

PART 4 - CERTIFICATIONS

4. Mandatory Certifications Required Precedent to Contract Award

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. Controlled Goods Program A9130T (2011-05-16)

PART 5 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

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

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*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements apply to and form part of the Contract.

The 2029 (2013-04-25) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4. Delivery

4.1 Delivery Date

All the deliverables must be received on or before 31 March 2014.

4.2 Accelerated Delivery

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

4.3 Preparation for Delivery D3018C (2007-11-30)

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 one (1) by package.

4.4 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, Canada
Tel: (514) 252-2777 ext. 2363 Fax: (514) 252-2568

4.5 Shipping Instructions - Delivery at Destination

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

(a) Delivered Duty Paid (DDP)

25 Canadian Forces Supply Depot Montreal
Receipts Section
CFB Montreal
6363 Notre-Dame Est.
Montreal, QC, Canada, H1N 2E9

Incoterms 2000 for shipments from a commercial contractor.
 Every effort will be made to improve delivery without any additional cost to Her Majesty.

4.6. Excess Goods B7500C (2006-06-16)

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Patrick R. Benoit
 Public Works and Government Services Canada
 Acquisitions Branch
 Aerospace Equipment Program Directorate
 Portage III 8C1-43
 11 Laurier Street
 Gatineau, Québec, Canada
 K1A 0S5

Telephone: (819) 956-0126

Facsimile: (819) 956-7173

E-mail address: Patrick.r.benoit@pwgsc.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 Technical Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____.

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.

5.4 Contractor's Representative

Name: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____

6. Payment

6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s) C0207C (2013-04-25)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in the contract for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

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

6.2 Limitation of Price C6000C (2011-05-16)

6.3 Single Payment H1000C (2008-05-12)

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
all such documents have been verified by Canada;
the Work delivered has been accepted by Canada.

6.4 Taxes - Foreign-based Contractor C2000C (2007-11-30)

6.5 Canadian Customs Duties and Sales Tax - Foreign-based Contractor C2605C (2008-05-12)

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 in the invoice is completed.

Each invoice must be supported by:

a. a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded for certification and payment to:

Department of National Defence

**Commanding Officer
25 Canadian Forces Supply Depot Montreal
P.O. Box 4000 Station K
Montreal, Quebec, Canada,
H1N 3R9**

Attention: 25 CFSD Invoice Section W1941

- b. One (1) copy must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.
- c. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- d. One (1) copy must be forwarded to the consignee.

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) the 2029 (2013-04-25) General Conditions - Goods or Services (Low Dollar Value);
- (c) the 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements;
- (d) Requirement;
- (e) Basis of Payment;
- (f) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at time of contract award: ", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

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- 11. Military Aviation Replacement Parts - Maintenance of Records A0301C (2007-05-25)**
 - 12. Defence Contract A9006C (2012-07-16)**
 - 13. Controlled Goods Program A9131C (2011-05-16)**
 - 14. Condition of Material - Department of National Defence B1006C (2008-05-12)**

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

- 15. Controlled Goods B4060C (2011-05-16)**
- 16. Marking D2000C (2007-11-30)**
- 17. Labelling D2001C (2007-11-30)**
- 18. Inspection and Acceptance D5328C (2007-11-30)**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

- 19. Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor D5510C (2012-07-16)**
- 20. Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor D5515C (2010-01-11)**
- 21. ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q) D5540C (2010-08-16)**
- 22. Release Documents (Department of National Defence) - Foreign-based Contractor D5604C (2008-12-12)**
- 23. Release Documents (Department of National Defence) - United States-based Contractor D5605C (2010-01-11)**

24. Release Documents (Department of National Defence) - Canadian-based Contractor D5606C (2012-07-16)**25. Release Documents - Distribution D5620C (2012-07-16)**

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 5-2-7-3

- 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: ContractAdmin.DQA@forces.gc.ca.

26. Military Aviation Replacement Parts - Airworthiness Documentation D9010C (2007-11-30)

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

- 1. Certificate of Conformance

27. End User Certificate D0050C (25-05-07)

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.

28. Limitation of Contractor's Liability for Damages to Canada N0001C (2008-05-12)

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 \$_____. 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.