

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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage , Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR 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> DEHAVILLAND STOCK PARTS	
<b>Solicitation No. - N° de l'invitation</b> M7594-143092/A	<b>Date</b> 2015-04-24
<b>Client Reference No. - N° de référence du client</b> M7594-143092	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAG-007-25103	
<b>File No. - N° de dossier</b> 007cag.M7594-143092	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-05-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Long, Rick	<b>Buyer Id - Id de l'acheteur</b> 007cag
<b>Telephone No. - N° de téléphone</b> (819) 956-0109 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> RCMP/GRC - AIR SERVICES BRANCH 2000 RESEARCH ROAD OTTAWA, ON K1A 0R2 ATTN: STORES	

**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**

Civilian Aircraft Division/Division des Avions Civils  
Portage III 8C1 - 50  
11 Laurier St./11 rue Laurier  
Gatineau  
Québec  
K1A 0S5

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

Solicitation No. - N° de l'invitation

M7594-143092/A

Amd. No. - N° de la modif.

File No. - N° du dossier

007cagM7594-143092

Buyer ID - Id de l'acheteur

007cag

CCC No./N° CCC - FMS No/ N° VME

M7594-143092

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under the "Requirement" at Annex "A".

#### **1.1.1 Condition of Material**

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

#### **1.1.2 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.

### **1.2 Delivery Date**

The best delivery offered is \_\_\_\_\_ days after receipt of order.

### **1.3 Trade Agreements**

"The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)."

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 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.

### **2.3 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

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

#### Section I: Technical Bid

##### 3.1.1 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 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 to provide with each item, supplied under the resulting Contract, a Certificate of Conformance, or certified true copies as specified herein:

1. 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:

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*"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. Parts 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, Authorized 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:

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

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".*

f) 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, 21/03/13)

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### **3.1.2 Exchange Rate Fluctuation Risk Mitigation**

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

#### **4.1.1 Mandatory Technical Criteria**

The Bidders must comply with the following mandatory technical criteria and provide the necessary documentation to support compliance. Any bid that fails to meet the following mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately:

- i. Material Condition must be New as described in Part 6.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated as follows:

- ii. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- iii. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes 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.

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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.

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.

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, 2014/06/26)

#### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid(s) with the lowest evaluated price on an item by item basis will be recommended for award of a contract. Canada anticipates multiple contracts may result from this solicitation.

### **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

#### **5.1 Certifications Precedent to Contract Award**

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

##### **5.1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

*Pursuant to section 01 of Standard Instructions 2003, Bidders who are incorporated or a sole proprietorship, including those bidding as a joint venture, must submit a complete list of names of all individuals who are currently directors of the Bidder, or the name of the owner, as applicable. Bidders bidding as societies, firms or partnerships do not need to provide a list of names.*

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*Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and provide associated information.*

### **5.1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1 Security Requirements**

There is no security requirement applicable to this Contract.

### **6.2 Requirement**

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

#### **6.2.1 Condition of Material**

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.

#### **6.2.2 New Materiel**

New Material Condition is defined as follows:

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

- the owner of the design or manufacturing rights to the items; or,
- the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
- 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
- maintenance organizations approved/accredited by TC or repair stations certified by the Federal Aviation Administration (FAA).

### 6.2.3 Airworthiness Documentation

The Contractor shall provide the following airworthiness documentation, enclosed in the shipment or attached to the item:

- Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance; and
- Packing Slip

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

#### 6.3.1 General Conditions

[2010A](#) (2014-11-27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received on or before TBD.

#### 6.4.2 Delivery Location

All goods must be delivered to the following location:

RCMP/GRC  
2000 Research Rd.  
Ottawa, ON K1A 0R2  
ATTN: Stores

#### 6.4.3 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP) (Ottawa, ON) Incoterms 2000 for shipments from a commercial contractor. (D4001C, 2008/12/12)

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Rick Long  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Aerospace Equipment Program Directorate  
Address: Portage III 8C1 - 49  
11 Laurier Street, Gatineau, Quebec  
K1A 0S5

Telephone: 819-956-0109  
Facsimile: 819-956-7173  
E-mail address: [Rick.Long@tpsgc-pwgsc.gc.ca](mailto:Rick.Long@tpsgc-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.

### 6.5.2 Project Authority

The Project Authority for the Contract is:

(To be inserted at Contract Award)

The Project 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.

### 6.5.3 Technical Authority

The Technical Authority for the Contract is:

(To be inserted at Contract Award)

The Technical Authority named above 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.4 Contractor's Representative

#### General enquiries

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### Delivery Follow-up

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

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 Annex A. 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.

### 6.6.2 SACC Manual Clauses

SACC *Manual* clause H1001C (2008-05-12) Multiple Payments

### 6.6.3 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.

3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

#### FCC

Foreign Currency Component (per unit)

$i_0$

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i_1$

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#)  (i.e.  $[i_1 - i_0] / i_0$ ).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

## 6.7 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.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

RCMP/GRC – Air Services Branch  
1200 Vanier Parkway  
Ottawa, ON K1A 0R2  
ATTN: Stores
  - (b) One (1) copy must be forwarded electronically to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.8 Certifications

### 6.8.1 Compliance

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The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

### **6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **6.9 Applicable Laws**

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

### **6.10 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 general conditions 2010A (2014-09-25) General Conditions – Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Claim for Exchange Rate Adjustments;
- (e) the Contractor's bid dated TBD.

### **6.11 SACC Manual Clauses**

G1005C(2008-05-12) Insurance

ANNEX A - REQUIREMENT  
M7594-143092  
de Havilland Stock Parts

Item Article	Manufacturer Part No. Référence fabricant	Description	Qty Qté	U. of I. U. de D.	Unit Price Prix unitaire	Line Total ligne total
1	01-0770844-03	LED Post Light 28V 1.5" Post Nut (Whelen)	50	EA		
2	01-0770844-02	LED Post Light 28V 1" Post Nut (Whelen)	50	EA		
3	NAS54AH12	BOLT	100	EA		
4	AN889-1	Gasket	5	EA		
5	C3FF18-3	LOCK PIN	10	EA		
6	C3FF110-5	TUBE SEAT SUPPORT	9	EA		
7	R14S143	Solenoid Assy	1	EA		
8	HN5P53-1-1	Plunger	10	EA		
9	GH3-1/2	Grommet	20	EA		
10	FL3C6-2	Bearing	4	EA		
11	DHCSC70025-7	Lamp Assy, White	20	EA		
12	DAS4-20BQ	Bearing	5	EA		
13	CSP72-16-12	Hose, Oil Breather	4	EA		
14	C6R1807-5	Cable Assy, Elevator	1	EA		
15	C6R1806-1	Cable Assy, Aileron Servo	1	EA		
16	C6PF1166-1	Switch, Pressure	2	EA		
17	C6PF1159-27	Reducer, Bushing	8	EA		
18	C6PF1131-27	Gasket	10	EA		
19	C6PF1127-29	Tube, Manifold	10	EA		
20	C6PF1110-27	Gasket	10	EA		
21	C6ECM1051-33	Sleeve	8	EA		
22	C6ECM1051-29	Sleeve	8	EA		
23	C6ECM1051-27	Sleeve	10	EA		
24	C6EC1100-3	Cover Assy, Rh	2	EA		
25	C6EC1100-1	Cover Assy, Lh	2	EA		
26	C6EC1002-71	Seal	1	EA		
27	C6CEM1283-31	Pin, Lever	2	EA		
28	C3FF138-3	Knob	6	EA		
29	B42-624	Nut, Barrel	8	EA		
30	7351261-1	Stud	8	EA		
31	7351257-9	Core, Engine Mount	12	EA		
32	7351257-7	Core, Engine Mount	12	EA		
33	7351256-2	Mount, Engine	11	EA		
34	7350721-7	Mount Assy, Engine	6	EA		
35	3-1565-4-72-5	Hose, De-icing	2	EA		
36	2452-064RET	Retainer, Barrel Nut	18	EA		

Item Article	Manufacturer Part No. Référence fabricant	Description	Qty Qté	U. of I. U. de D.	Unit Price Prix unitaire	Line Total ligne total
37	2452-064	Nut, Barrel	13	EA		
38	2452-054RET	Retainer	10	EA		
39	23032-1585	Clamp	1	EA		
40	14-99332-01	Blade, Wiper	4	EA		
41	1101020-9	Lap Belt Assy, Pilot And Co-pilot Seat	2	EA		
42	103-16700	Bolt, Cleveland Brake	30	EA		
43	07DU12	Bushing	4	EA		
44	1216260	Valve, Check	2	EA		
45	36184	Washer, Back-up	6	EA		
46	656	Spring, Paulin	1	EA		
					Sub-Total	
					HST (13%)	
					Grand Total	



## Instructions

### Where:

$i_0$  = initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i_1$  = exchange rate for adjustment purposes (CAN\$ per unit of foreign currency [e.g. US\$1])

### Instructions to bidders:

1. Bidders must complete columns (1) to (4) at time of bidding, for each line item where they want to invoke the exchange rate fluctuation provisions.
2. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

### Instructions for Payment:

1. This form must be submitted with the invoice for payment with respect to all items with an FCC. Complete columns (1) through (7). Columns (8) and (9) will auto complete.
2. Suppliers should submit a separate calculation sheet for each invoice submitted showing the exchange rate adjustment for all line items with an FCC.
3. This form must be provided with all invoices where the exchange rate fluctuates more than 2% (increase or decrease), (i.e.  $\text{abs}[(1 - i_0) / i_0] > .02$ ), unless otherwise stated in the contract.

### Étant entendu que :

$i_0$  = Facteur de conversion du taux de change initial (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

$i_1$  = Taux de change aux fins du rajustement (\$ CA par unité de devise étrangère [p. ex. 1 \$ US])

### Instructions aux soumissionnaires :

1. Les soumissionnaires doivent remplir les colonnes (1) à (4) au moment de présenter leur soumission, pour chacun des produits pour lesquels ils veulent se prévaloir des dispositions relatives à la fluctuation du taux de change.
2. Lorsque les soumissions sont évaluées en dollars canadiens, les montants en dollars indiqués dans la colonne (3) doivent également être en dollars canadiens, de sorte que le montant du rajustement soit indiqué dans la même devise que pour le paiement.

### Instructions relatives au paiement :

1. Le présent formulaire doit accompagner la facture en vue du paiement pour chaque article comportant un montant en monnaie étrangère. Il faut remplir les colonnes (1) à (7). Les colonnes (8) et (9) seront remplies automatiquement.
2. Les fournisseurs doivent présenter une feuille de calcul séparée pour chaque facture et indiquer le rajustement du taux de change pour chaque article comportant un montant en monnaie étrangère.
3. Le présent formulaire doit accompagner toutes les factures pour lesquelles la fluctuation du taux de change est supérieure à 2% (augmentation ou diminution), (c. -à-d.  $\text{abs}[(1 - i_0) / i_0] > .02$ ), à moins d'indication contraire dans le contrat.