



**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> C17 INITIAL PARTS	
<b>Solicitation No. - N° de l'invitation</b> W8475-165271/A	<b>Date</b> 2016-03-21
<b>Client Reference No. - N° de référence du client</b> W8475-165271	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BF-136-25767	
<b>File No. - N° de dossier</b> 136bf.W8475-165271	<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 2016-05-02</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> Marcichiw, Carolyn	<b>Buyer Id - Id de l'acheteur</b> 136bf
<b>Telephone No. - N° de téléphone</b> (873) 469-3889 ( )	<b>FAX No. - N° de FAX</b> (819) 956-9110
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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**

Airframes / Aero Engines R&O Division / Division de la  
réparation de la révision des cellules et des moteurs

11 Laurier St. / 11, rue Laurier

8C1, Place du Portage

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>



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D-1	Air Force Chief of the Air Staff (CAS) 101 Colonel By Drive OTTAWA ON K1A 0K2 CANADA	W847A	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 5865-01-535-1515 SENSOR, ELECTRO-OPTIC COUNTERMEASUR E NSCM/CAGE - COF/CAGE: 06424 Part No. - N° de la partie: 3313-AS-700-3	D - 1	W847A	3	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
2	NSN - NNO: 5985-01-484-1767 ANTENNA NSCM/CAGE - COF/CAGE: 13499 Part No. - N° de la partie: 822-1369-001	D - 1	W847A	1	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
3	NSN - NNO: 5985-01-352-9676 ANTENNA NSCM/CAGE - COF/CAGE: 11ZU1 Part No. - N° de la partie: 01-01664-001	D - 1	W847A	1	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
4	NSN - NNO: 5985-01-506-5380 ANTENNA CONTROL SUBASSEMBLY NSCM/CAGE - COF/CAGE: K0268 Part No. - N° de la partie: 808352/020	D - 1	W847A	1	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
5	NSN - NNO: 6635-01-417-5024 PROBE, EDDY CURRENT NSCM/CAGE - COF/CAGE: 58272 Part No. - N° de la partie: RDC 13/2	D - 1	W847A	2	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
6	<p>NSN - NNO: 6635-01-563-5989 BALANCING MACHINE, DYNAMIC-STATIC, H ORIZON There are no MPNs deemed "Always Acceptable" MPNs Requiring Documentation from Vendor to Prove Suitability ----- ----- Part: PBS-4100 PLUS NSCM: 26741 • SPECIAL FEATURES: USES THE SAME WIRING HARNESES AS THE PBS-4100, EXISTING ENGINE DATA AND BALANCE COEFFICIENTS ARE COMPATIBLE, RUGGEDIZED VERSION OF THE COMMERCIAL PBS-4100 PLUS END ITEM IDENTIFICATION: MULTIPLE AIRCRAFT, AUTOMATIC TEST EQUIPMENT RELATIONSHIP TO SIMILAR EQUIPMENT: 6635-01-357-6647 BUT 30 PERCENT LIGHTER AND 40 PERCENT SMALLER NSCM/CAGE - COF/CAGE: 26741 Part No. - N° de la partie: PBS-4100 Plus</p>	D - 1	W847A	1	Each	\$	XXXXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
7	NSN - NNO: 6625-01-553-1956 TEST SET,NAVIGATION SPECIAL FEATURES»PRODUCES BOTH RF AND AUDIO SIGNALS TO TEST VHF OMNIDIRECTIONAL RADIO RANGE (VOR), LOCALIZER (LOC), GLIDESLOPE (GS) AND MARKER BEACON (MB); THIS ITEM INCLUDES OPTION 1 THAT GIVES THE ABILITY FOR MEASUREMENT OF 406 MHZ COSPAS/SARSAT BEACON EMERGENCY LOCATOR TRANSMITTER (EL T) EMERGENCY POSITION INDICATING RADIO BEACONS (EPIRB) PERSONAL LOCATOR; AC VOLTAGE RATING 100.0 VOLTS MINIMUM AND 250.0 VOLTS MAXIMUM; INTERNAL BATTERY ACCOMIDATION INCLUDED; END ITEM VOR/ILS/MB LANDING SYSTEMS AND EMERGENCY BEACON TESTING; T.0.33A1-3-112-1, -2; FREQUENCY RATING 47.0 HZ MINIMUM AND 63.0 HZ MAXIMUM INCLUDED\$END ITEM IDENTIFICATION»6625-01-515-0343\$ NSCM/CAGE - COF/CAGE: 51190 Part No. - N° de la partie: IFR40000OPT1	D - 1	W847A	1	Each	\$	XXXXXXXXXXXX		See Herein	
8	NSN - NNO: 6635-01-563-5989 BALANCING MACHINE,DYNAMIC-STATIC,H ORIZON EQUILIBRE • SPECIAL FEATURES: USES THE SAME WIRING HARNESES AS THE PBS-4100, EXISTING ENGINE DATA AND BALANCE COEFFICIENTS ARE COMPATIBLE, RUGGEDIZED VERSION OF THE	D - 1	W847A	1	Each	\$	XXXXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
8	COMMERCIAL PBS-4100 PLUS END ITEM IDENTIFICATION: MULTIPLE AIRCRAFT, AUTOMATIC TEST EQUIPMENT REL NSCM/CAGE - COF/CAGE: 26741 Part No. - N° de la partie: PBS-4100 PLUS							



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
9	NSN - NNO: 5865-01-437-3371 PROCESSOR, COUNTERMEASURES SIGNAL P ROCESSEUR, SIGNAL PROCESSOR, COUNTERMEASURES SIGNAL Serialized item • • • NSCM/CAGE - COF/CAGE: 19397 Part No. - N° de la partie: 179730-005	D - 1	W847A	1	Each	\$	XXXXXXXXXXXX	See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to this Contract.

### **1.2 Statement of Requirement**

The requirement is detailed under the "Line Item Detail" at Annex A and Part 6 – Resulting Contract.

### **1.3 Trade Agreements**

This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and 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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3 of Section 01 Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

#### **3. List of Names**

- a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b. These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

### **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.

#### **2.2.1 Basis of Selection – Multiple Items**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

More than one (1) contract may be awarded based on the results of the financial evaluation.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

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**

Canada requests that Bidders provide their bid in sections as follows:

- 3.1.1: Technical Bid (1 hard copy)
- 3.1.2: Financial Bid (1 hard copy)
- 3.1.3: Certifications and Additional Information (1 hard copy)

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

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

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

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

### 3.1.1 Technical Bid

#### 3.1.1.1 No Substitute Products

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

#### 3.1.1.2 Military Aviation Replacement Parts - Condition and Certification of Deliverables End Items

The following categories do not apply to standard and commercial parts. Standard parts consist of common hardware parts and raw materials, not necessarily designed for aviation use, produced to recognized industry or government specifications, which are available without proprietary limitations (such as Society of Automotive Engineers (SAE), National Aerospace Standard (NAS), Army-Navy Aeronautical Standard (AN), and Military Standard (MS) hardware items). Commercial parts consist of common non-aeronautical parts produced to recognized industry specifications and available on the commercial market. Deliverable standard and commercial parts must be in a new condition.

##### 1. Category #1 - New Materiel

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

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

##### 2. Category #2 - New Surplus Materiel

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

##### 3. Category #3 - Other Condition

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

#### Deliverable End Item Grid

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

Item	Category 1 New Materiel	Category 2 New Surplus Materiel	Category 3 Other Condition
For example	NSCM: ABC12 Name: PWGSC	_____	_____
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

#### Requirements for Airworthiness Certification

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

Bidders are advised that it will be a requirement for the Contractor to provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied under the resulting contract. Note that this requirement is in addition to documentation required in support of invoice payment or other documentation requirements identified within the Contract:

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, 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:
  - 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.

### 3.1.1.3 Controlled Goods Program- Bid

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

- a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
- b. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- c. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

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

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

### 3.1.2 Financial Bid

Bidders must submit firm prices for all items listed in the Line Item Details.

#### 3.1.2.1 SACC Manual Clause C3011T (2013-11-06) Exchange Rate Fluctuation

### **3.1.3 Certifications and Additional Information**

Bidders must submit the certifications and additional information required under Part 5.

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

More than one (1) contract may be awarded based on the results of the financial evaluation.

### **4.1 Evaluation Procedures**

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

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

In order to be responsive, the bidder must provide the part number detailed in the Line Item detail. Bidders proposing substitute products will be considered non-compliant. Bidders proposing items 1-5 must provide airworthiness documentation as described in 5.1.3

#### **4.1.2 Financial Evaluation**

Evaluation of Price - Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.1.2 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### 5.1.3 Military Aviation Replacement Parts - Airworthiness Documentation

The Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied:

Item #	Document Description

## 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

6.1.1 There is no security requirement applicable to this Contract.

Solicitation No. - N° de l'invitation  
Client Ref. No. - N° de réf. du client  
W8475-165271

Amd. No. - N° de la modif.  
NR  
File No. - N° du dossier  
W8475-165271/A

Buyer ID - Id de l'acheteur  
136BF  
CCC No./N° CCC - FMS No./N° VME

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## 6.2 Statement of Requirement

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

### 6.2.1 Condition of Material – Contract

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.

## 6.3 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](#) (2015-07-03), 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 should be received **after** 02 July 2016 and before 31 March 2017.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Carolyn Marcichiw  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: DMPS  
Address: 8C1-67, 11 Laurier Ave, Gatineau, QC K1A 0S5

Telephone: 819-956-0143  
Facsimile: 819-956-9110  
E-mail address: Carolyn.marcichiw@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 Procurement Authority

The Procurement Authority for the Contract is:

\_\_\_\_\_  
(Name of Procurement Authority)\_\_\_\_\_  
(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.

### 6.5.3 Contractor's Representative

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

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 firm unit price(s) as specified in the line item details for a total 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.

### 6.6.3 Multiple Payments

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

- a. 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;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

**6.6.4 Taxes – Foreign-based Contractor**

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

**6.6.5 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.  
Procurement Authority DAP 4-3-3  
101 Colonel By Drive,  
Ottawa, ON
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - c. one (1) copy must be forwarded to the consignee.

**6.7 Certifications****6.7.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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 Applicable Laws**

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

**6.9 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 (2015-07-03);
- (c) Annex A, Line Item Detail;
- (d) Annex B Certifications
- (e) the Contractor's bid dated \_\_\_\_\_

## 6.10 Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

## 6.11 Delivery

### 6.11.1 Delivery of Dangerous Goods/Hazardous Products (Line Item 1)

1. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
  - a. shipping container - in accordance with the Transportation of Dangerous Goods Act, 1992, c. 34; and
  - b. immediate product container - in accordance with the Hazardous Products Act, R.S., 1985, c. H-3.
2. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
  - a. two hard copies: i. one copy to be enclosed with the shipment, and  
ii. one copy to be mailed to:  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Attention: DSCO 5-4-2
  - b. one copy sent in any electronic format to the following address: [MSDS-FS@FORCES.GC.CA](mailto:MSDS-FS@FORCES.GC.CA).
3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

### 6.11.2 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance (Line item 1)

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.

4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

#### **6.11.3 Preparation for Delivery – United States- based Contractor**

1. Preservation and packaging for items 2 to 9 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.

#### **6.11.4 Preparation for Delivery - Canadian-based Contractor**

1. Preservation and packaging for items 2 to 9 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 Req'd 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.

#### **6.11.5 Shipping Instructions - Delivery at Destination**

1. Goods must be consigned to the destination specified in the Contract and delivered:
2. Free on Board (Destination) common carrier 429 Squadron, 8 Wing Trenton, 10 North Star Dr., Astra, ON K0K 3W0 for shipments from the United States government; or
3. Delivered Duty Paid (DDP429 Squadron, 8 Wing Trenton, 10 North Star Dr., Astra, ON K0K 3W0 Incoterms 2000 for shipments from a commercial contractor.

Clauses 6.11.6 and 6.11.7 are applicable to Items 1,3,5 and 9

#### **6.11.6 Controlled Goods Program – Contract**

1. As the Contract requires production of or access to controlled goods that are subject to the [Defence Production Act](#) R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#)
2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP. Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

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

#### **6.11.7 Controlled Goods**

The Contract involves controlled goods as defined in the Schedule to the *Defence Production Act*. The Contractor must identify those controlled goods to the Department of National Defence.

Clause 6.11.8 is applicable to Items 2, 3

#### **6.11.8 ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q)**

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

#### **Assistance for Government Quality Assurance (GQA)**

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.

For the design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".

#### **6.12. SACC Manual Clauses**

SACC Manual Clause A0301C (2007-05-25) Military Aviation Replacement Parts - Maintenance of Records

SACC Manual Clause B7500C (2006-06-16) Excess Goods

SACC Manual Clause C2611C (2007-11-30) Customs Duties- Contractor Importer

SACC Manual Clause D0050C (2007-11-30) End User Certificate

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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NR  
File No. - N° du dossier  
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SACC Manual Clause D2000C (2007-11-30) Marking  
SACC Manual Clause D2001C (2007-11-30) Labelling  
SACC Manual Clause D2025C (2013-11-06) Wood Packaging Materials  
SACC Manual Clause D5510C (2014-06-26) Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor  
SACC Manual Clause D5515C (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor  
SACC Manual Clause D5604C (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor  
SACC Manual Clause D5605C (2010-01-11) Release Documents (Department of National Defence) - United States-based Contractor  
SACC Manual Clause D5606C (2012-07-16) Release Documents (Department of National Defence) - Canadian-based Contractor  
SACC Manual Clause D6010C (2007-11-30) Palletization  
SACC Manual Clause D9002C (2007-11-30) Incomplete Assemblies  
SACC Manual Clause B1202C (2007-05-25) Age Control of Elastomeric Materials

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**ANNEX "A"**

**LINE ITEM DETAIL**

**ANNEX "B"**

**PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**