



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Or/Ou By/Par Fax to : (819) 997-9776

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Solicitation Closes – L'invitation prend fin

At – à : 1400 Hours (2PM Eastern Time) / 14 h (2 h PM) heure de l'Est

On - le : 20 May/mai 2016

Title/Titre Stock Buy for Various Aircraft / Achat de stock pour divers aéronefs		Solicitation No – N° de l'invitation W8485-173701	
Date of Solicitation – Date de l'invitation 02 May/Mai 2016			
Address Enquiries to Department of National Defence National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A 0K2 ATTN: DAP 4-2-3 Yan.Jiang@forces.gc.ca		Adresser toute question à Ministère de la Défense nationale Quartier général de la Défense nationale Édifice Mgen George R. Pearkes 101, promenade du Colonel-By Ottawa (Ontario) K1A 0K2 À l'attention de : DOA 4-2-3 Yan.Jiang@forces.gc.ca	
Telephone No. – N° de téléphone 819-939-4164		FAX No – N° de télécopieur	
Destination See herein Voir aux présentes			

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et les taxes d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services / taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée 15 July 2016	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

Item / Articles	Description / Description	Unit of Issue / Unité de distribution	Quantity/ Quantité	Destination Address / Adresse de la destination	Invoice Address / Adresse de facturation	FIRM UNIT PRICE Free At Carrier (FCA)// PRIX UNITAIRE FERME Free At Carrier (FCA)	FIRM UNIT PRICE; Delivered Duty Paid (DDP), Transportation costs included, Applicable taxes extra // PRIX UNITAIRE FERME; Services de livraison payé (S.L.P.); Coûts de transport compris, Taxes applicables en sus	EXTENDED PRICE; Applicable taxes extra // PRIX UNITAIRE FERME; Taxes applicables en sus
1	NSN:6680-01-342-9904 METER,AIR VELOCITY INSTRUMENT DE MESURE,ANEMOMETRIQUE Part No. / No de pièce : 901-7310 NSCM/CAGE - COF/CAGE: 99866 Quality Assurance No. - No. d'assurance de qualité: C	EA	10	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada Receipt Section Attn:	Department of National Defence National Defence C.P. 4000 Succ K 25 DAFC / Magasin Montreal, QC H1N 3R9 Canada Attn: Invoice Section			

2	NSN:6680-01-342-9904 VELOCITY INSTRUMENT DE MESURE, ANEMOMETRIQUE P/N: 901-7310 NSCM/CAGE - COF/CAGE: 99866 Quality Assurance No. - No. d'assurance de qualité: C	EA	13	Department of National Defence 7CFSD 195 AVE & 82 Street BLDG 236 East End Edmonton, AB T5J 4J5 Canada Attn: Receipt Section	Department of National Defence 7CFSD STN FORCES P.O. BOX 10500 Edmonton, AB ,5J 4J5 Canada ATT: Invoice Section			
3	NSN:5340-01-469-0523 BRACKET, ANGLE EQUERRE DE FIXATION P/N: 904-11663-1 NSCM/CAGE - COF/CAGE: 99866 Quality Assurance No. - No. d'assurance de qualité: C	EA	9	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada Attn: Receipt Section	Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Montreal, QC H1N 3R9 Canada Attn: Invoice Section			
4	NSN:5340-01-469-0523 BRACKET, ANGLE EQUERRE DE FIXATION Part No. / No de pièce : 904-11663-1 NSCM/CAGE - COF/CAGE: 99866 Quality Assurance No. - No. d'assurance de qualité: C	EA	3	Department of National Defence 7CFSD 195 AVE & 82 Street BLDG 236 East End Edmonton, AB T5J 4J5 Canada Attn: Receipt Section	Department of National Defence 7CFSD STN FORCES P.O. BOX 10500 Edmonton, AB ,5J 4J5 Canada ATT: Invoice Section			

5	<p>NSN:5995-01-571-2764 CABLE ASSEMBLY,SPECIAL PURPOSE,ELECTRICAL CABLE ELECTRIQUE EQUIPE,USAGE SPECIAL Part No. / No de pièce: 15596 NSCM/CAGE - COF/CAGE: 99866 Quality Assurance No. - No. d'assurance de qualité: C</p>	EA	2	<p>Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada Attn: Receipt Section</p>	<p>Department of National Defence C.P. 4000 Succ K 25 DAFIC / Magasin Montreal, QC H1N 3R9 Canada Attn: Invoice Section</p>			
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Solicitation No. - N° de l'invitation
W8485-173701
Client Ref. No. - N° de réf. du client
W8485-173701

Amd. No. - N° de la modif.
284by
File No. - N° du dossier
284by.W8485-173701

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

TABLE OF CONTENTS

PART 1 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Supplier Contacts

PART 2 - REQUIREMENT

1. Security Requirement
2. Requirement

PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Exchange Rate Fluctuation

PART 4 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 5 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. End User Certificate
3. Requirement
4. Standard Clauses and Conditions
5. Delivery
6. Contracting Authority
7. Payment
8. Invoicing Instructions
9. Defence Contract

Solicitation No. - N° de l'invitation
W8485-173701
Client Ref. No. - N° de réf. du client
W8485-173701

Amd. No. - N° de la modif.
284by
File No. - N° du dossier
284by. | W8485-173701

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

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 Services and Procurement 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 (04/04/2016) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Services and Procurement Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Supplier Contacts

Name and telephone number of the person responsible for:

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

PART 2 - REQUIREMENT

1. Security Requirement

There is no security requirement associated with this requirement.

2. Requirement

See Annex A attached – Item Detail List of this document.

Interested bidders may wish to bid on all items or specific/selected items from the list based on their capacity to quote and deliver.

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 item(s), or provide other information for DND's review and acceptance to support the manufacturer's 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 & 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.

Solicitation No. - N° de l'invitation
W8485-173701
Client Ref. No. - N° de réf. du client
W8485-173701

Amd. No. - N° de la modif.
284by
File No. - N° du dossier
284by.W8485-173701

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

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 & Company name under that category as per the example below.

Item	Category 1 New Material	Category 2 New Surplus	Category 3 Other	Airworthiness Documentation

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

1. Category #1 and #2 military unique aviation replacement parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:

- a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
- b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.

- c. identification of both the authorized signatory and the organization.

2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:

- a. form TCCA 24-0078, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
- b. FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;
- c. Joint Aviation Authorities (JAA) Form One, Authorised Release Certificate, signed by a JAA authorized inspector, within the two (2) years before contract award;
- d. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or
- e. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:

Solicitation No. - N° de l'invitation
W8485-173701
Client Ref. No. - N° de réf. du client
W8485-173701

Amd. No. - N° de la modif.
284by
File No. - N° du dossier
284by.|W8485-173701

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

- i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
- ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
"I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations".
- iii. identification of both the authorized signatory and organization.

3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation. (A0300T, 25/02/2015)

2.3 Military Aviation Replacement Parts - Substitutes and Traceability

The Part Number and NATO Supply Code for Manufacturers (NSCM(s), or the Commercial And Government Entity (CAGE) code indicated in the bid solicitation are the only ones known to the Department of National Defence that meet the form, fit and function requirements of the Original Equipment Manufacturer (OEM) approved type design of the aircraft in which they will be installed.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide, either with its bid or within three (3) working days following receipt of a request from the Contracting Authority, all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the part proposed has the form, fit and function characteristics equivalent to the Part Number(s) and NSCM/CAGE code(s) specified in the bid solicitation.

Failure to provide the required technical information will result in the bid being declared non-responsive with respect to any part for which such information was requested.

If a part is not manufactured by the OEM of the aircraft, then it must be manufactured by an authorized supplier to the OEM or by the original manufacturer of the part chosen for use by the OEM of the aircraft (or the successor of or licensed by that original manufacturer). Canada reserves the right to verify with the OEM of the aircraft that the manufacturer of a part proposed is in fact authorized by the OEM to produce that part or supplies that part to the OEM.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide the following substitution notice fully completed.

SUBSTITUTION NOTICE

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

1. Item Number: _____
2. Original Technical Data (as referenced herein):
 - (a) Part Number: _____
 - (b) NSCM/CAGE Code: _____
 - (c) Other: _____
3. Proposed Change(s)
 - (a) Part Number: _____
 - (b) NSCM/CAGE Code: _____
 - (c) Other: _____

Solicitation No. - N° de l'invitation
W8485-173701
Client Ref. No. - N° de réf. du client
W8485-173701

Amd. No. - N° de la modif.
284by
File No. - N° du dossier
284by,|W8485-173701

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

4. Reason for Change/Supporting Data:

The Bidder is advised that availability and retention of records of the manufacturer sufficient to constitute proof of origin will be a condition of the resulting Contract. (A0301T, 25/05/07)

OR

2.3 No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered. (B4024T, 15/08/06)

PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

1.1 Mandatory Technical Criteria

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

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

1.2 Evaluation of Price

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 Applicable Taxes excluded.
- b. 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.
- c. 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.
- d. 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.
- e. 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, 25/04/13)

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
(A0069T, 25/05/07)

3. Exchange Rate Fluctuation - Risk Mitigation

C3011T (06/11/13), Exchange Rate Fluctuation

Solicitation No. - N° de l'invitation
W8485-173701
Client Ref. No. - N° de réf. du client
W8485-173701

Amd. No. - N° de la modif.
284by
File No. - N° du dossier
284by.W8485-173701

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

PART 4 – 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 co-operate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

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.

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" list (http://www.labour.gc.ca/eng/standards_equality/eg/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.

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

OR

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

Solicitation No. - N° de l'invitation
W8485-173701
Client Ref. No. - N° de réf. du client
W8485-173701

Amd. No. - N° de la modif.
284by
File No. - N° du dossier
284by.|W8485-173701

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

PART 5 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. End User Certificate

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

3. Requirement

See Annex A attached – Item Detail List of this document.

3.1 Condition of Material - Contract

Option 1

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.

OR

Option 2

If the material is not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition, provided by an approved contractor with the latest approved modifications incorporated as applicable, and include the release notes. (B1006C, 26/06/14)

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

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

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

3.5 Dangerous Goods/Hazardous Products - Labelling and Packaging Compliance - (D3015C, 25/09/14)

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

3.7 Incomplete Assemblies - (D9002C, 30/11/07)

3.8 Military Aviation Replacement Parts - Airworthiness Documentation

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

OEM Certificate of Conformance and Packing Slip. (D9010C, 25/02/15)

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

Solicitation No. - N° de l'invitation
W8485-173701
Client Ref. No. - N° de réf. du client
W8485-173701

Amd. No. - N° de la modif.
284by
File No. - N° du dossier
284by|W8485-173701

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

4. Standard Clauses and Conditions

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

4.1 General Conditions

2010A (04/04/2016) General Conditions - Goods or Services (Medium Complexity) apply to and form part of the Contract.

5. Delivery

5.1 Complete Delivery

The Contractor must make the complete delivery within _____ calendar days from the effective date of the Contract. (D0005C,30/11/07)

5.2 Accelerated Delivery

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

5.3 Shipping Instructions

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

OR

5.3 Shipping Instructions (DND) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at _____ (insert the named place, e.g. Contractor's facility) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

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

Inbound Logistics Coordination Centre (ILCC):

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

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

E-mail: ILHQttawa@forces.gc.c

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

- a. the Contract number;
- b. consignee address (if multiple addresses, items must be packaged and labelled separately with each consignee address);
- c. description of each item;
- d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
- e. actual weight and dimensions of each piece type, including gross weight;
- f. copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form C11, Canada Customs Invoice;
- g. Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);

Solicitation No. - N° de l'invitation
W8485-173701
Client Ref. No. - N° de réf. du client
W8485-173701

Amd. No. - N° de la modif.
284by
File No. - N° du dossier
284by.|W8485-173701

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

- h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, Section 2) for the U.S. and Mexico only;
- i. full details of dangerous material, as required for the applicable mode of transportation, signed Certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.

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

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

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

7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later. (Revised D0035C, 11/01/10)

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

5.5 Wood Packaging Materials - (D2025C, 06/11/13)

5.6 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare item 1,2,3,4 & 5 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number(s) 1,2,3,4 & 5 in quantities of _1 quantity per unit pack or "up to a maximum of 100") by package.

NOTE: Unless otherwise specified, the unit pack quantity shall not exceed 100 pieces and shall not weigh more than 25 pounds (11.3 kg). (D3018C, 25/09/14)

5.7 Delivery Appointments

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

25 CFSD Montreal, Quebec
Tel: (514) 252-2777 ext. 2363 Fax:(514) 252-2568

7 CF Supply Depot , Lancaster Park, Edmonton, Alberta
Tel: (780) 973-4011 ext. 4524 Fax: (780) 973-4054

6. Contracting Authority

Yan Jiang

Department of National Defence
National Defence Headquarters
Mgen George R. Pearkes Building

Solicitation No. - N° de l'invitation
W8485-173701
Client Ref. No. - N° de réf. du client
W8485-173701

Amd. No. - N° de la modif.
284by
File No. - N° du dossier
284by.|W8485-173701

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

101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: DAP 4-2-3
Telephone: (819) 939-4164
Email address: yan.jiang@forces.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. (XLDV30, 18/04/05)

7. Payment

7.1 Basis of Payment

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

OR

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

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

7.2 Discretionary Audit - (C0101C, 11/01/10)

7.3 Exchange Rate Fluctuation Adjustment - (C3015C, 06/11/13)

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

7.5 Canadian Customs Duties and Sales Tax - Foreign-based Contractor

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

7.6 Canadian Customs Documentation

1. The Contractor must provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".
2. For shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), and for shipments from Israel that are Israeli in origin, as defined by the Canada-Israel Free Trade Agreement (CIFTA), the Contractor must provide proof of origin of the goods. This proof must be in the form of a NAFTA or CIFTA Certificate of Origin for goods valued at C\$1,600 or more, or a simple statement on the invoice for goods valued at C\$1,600 or less. In either case, the document must include an original signature and must reference the contract number. For contracts valued at C\$250,000 or more, the proof of origin will not be required.
3. The Contractor must not employ commercial customs brokers to custom clear the goods provided under the Contract, unless authorized by the Canadian Material Support Group / Customs, at National Defence Headquarters, telephone: 1-855-210-5149, facsimile: 1-800-306-1811 or 613-971-7333.

Completion of Documents

Solicitation No. - N° de l'invitation
W8485-173701
Client Ref. No. - N° de réf. du client
W8485-173701

Amd. No. - N° de la modif.
284by
File No. - N° du dossier
284by,|W8485-173701

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

4. The CCI or commercial invoice must include the following information:
- (a) complete description of the goods being shipped, including the applicable United States "Schedule B" codes or United States Harmonized Tariff Schedule codes;
 - (b) value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2000), including value of repairs, warranty repairs or replacement costs;
 - (c) the Contract number and financial codes (use Field 3 on the CCI form);
 - (d) country of origin of goods;
 - (e) when a NAFTA/CIFTA Certificate of Origin has been prepared, the "Description" field of the CCI or commercial invoice must include a statement confirming that it has been completed and is attached to that invoice.

Distribution of Documents

5. The Contractor must attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation":
- (a) one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable, and;
 - (b) one (1) copy of the NAFTA Certificate of Origin (if applicable).
6. The second copy of each of the above-mentioned forms must be attached to the shipping documents.
7. A copy of the CIFTA Certificate of Origin must be faxed to 1-800-306-1811 or emailed to DCBS Customs@forces.gc.ca. (C2608C, 25/02/15)

7.7 Customs Duties - Department of National Defence - Importer (C2610C, 30/11/07) (Threshold of \$250K Cdn)

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

OR

7.8 Priority Rating - Foreign-based Contractor - (C2800C, 28/01/13)

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010A (04/04/2016) General Conditions - Goods or Services (Medium Complexity).

8.1 Invoice Distribution

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

(a) The original and one copy to - Consignee

(b) One (1) copy BY EMAIL to:

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

Yan.Jiang@forces.gc.ca

AND BY MAIL TO:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: DAP 4-2-3 Yan Jiang

Solicitation No. - N° de l'invitation
W8485-173701
Client Ref. No. - N° de réf. du client
W8485-173701

Amd. No. - N° de la modif.
284by
File No. - N° du dossier
284by,|W8485-173701

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

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

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

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

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