



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/A : (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).

Title/Titre Stock Buy/Achat de Stock Printed Wiring Board/Plaque Cablage Imprimé	Solicitation No – N° de l'invitation W8485-173694/A
Date of Solicitation – Date de l'invitation 22 June/Juin 2016	
Address Enquiries to – Adresser toutes questions à Department of National Defence / Ministère de la Défense Nationale National Defence Headquarters / Quartier-General de la Défense Nationale MGen George R Pearkes Bldg / Edifice Mgen George R Pearkes 101 Colonel By Drive / 101 Promenade du Colonel By Ottawa, ON K1A 0K2 / Ottawa, ON K1A 0K2 Attn: DAP 4-3-2 / A l'attention de: DAP 4-3-2 Nathalie.Lafortune@forces.gc.ca / Nathalie.Lafortune@forces.gc.ca	
Telephone No. – N° de téléphone 819-939-4470	FAX No – N° de fax
Destination See herein Voir aux presentes	

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 la taxe 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.

Solicitation Closes – L'invitation prend fin
At – à : 14 :00 (2PM) Hours Eastern Daylight Time / 14 :00 (2PM) heure avancée de l'Est
On - le : 03 August/Aout 2016

Delivery required - Livraison exigée On or before / d'ici 31 March/Mars 2017	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 _____

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Reissue of Bid Solicitation – A9043T

This bid solicitation cancels and supersedes previous bid solicitation number W8485-173694 dated 11 May 2016 with a closing of 26 May 2016 at 14:00 hours (2PM) Eastern Time. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Other Requirements; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Pricing Schedule, Technical Criteria, Certifications Precedent to Contract Award, and Certifications required with the Bid.

The Annexes include the Statement of Requirement.

2. Summary

This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (DND) for the provision of ***Depot Stock Replenishment for Printed Wiring Board, (for more details please refer to the Statement of Requirement, Annex A)***. It is intended to result in the award of one (1) contract each for one (1) year.

The requirement is subject to the provisions of the the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Columbia Free Trade Agreement (CCoFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), and the Canada-Panama Free Trade Agreement (CPanFTA).

This requirement is subject to the Controlled Goods Program. The *Defence Production Act* defines Canadian Controlled Goods as certain goods listed in the Canada's Export Control List (ECL), a regulation made pursuant to the Export and Import Permits Act (EIPA).

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3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - 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 (2016-04-04), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following changes:

- a) Wherever Public Works and Government Services Canada (PWGSC) revise to read "Department of National Defence".
- b) At Article 05, Submission of Bids, subparagraph 4, delete "Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation. Insert "Bids will remain open for acceptance for a period of not less than 120 days from the closing date of the bid solicitation."
- c) At Article 08, Transmission by Facsimile is deleted in its entirety.
- d) At Article 20, Further Information, delete the second paragraph in its entirety.

"Subsection 3 of Section 01 Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above are deleted in their 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. Submission of Bids

Bids must be submitted only to the location and by the date, time and place indicated on page 1 of the bid solicitation. Bids transmitted by electronic mail will not be accepted.

Bidders must indicate the RFP number on the packaging when submitting their bids.

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

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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. 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.

5. SACC Manual Clause

A9130T (2014-11-27), Controlled Goods Program – Bid

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (one (1) hard copy)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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; and
- (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-fra.html). (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-fra.html>)

To assist Canada in reaching its objectives, bidders should:

1. use paper containing fiber 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 color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

1.2 Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.3 Bidders should include the following information in their financial bid:

1. Their legal name;
2. Their Procurement Business Number (PBN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - their bid; and
 - any contract that may result from their bid.

1.4 SACC Manual Clause

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

**ATTACHMENT 1 TO PART 3
PRICING SCHEDULE / STOCK BUY FOR VARIOUS AIRCRAFT**

1. The Bidder must complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the line item specified below its quoted all-inclusive firm unit price, Free At Carrier (FCA), for each of the line items identified.
2. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
3. 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.
4. 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.
5. 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.
6. 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. SACC Manual Clause A0222T (2014-06-26).

Item	Description	Bidder's Proposed Delivery Date	Destination	Unit of Issue	Firm Quantity	All-Inclusive Firm Unit Price, Free At FCA	Total Item Cost
1	<p>PRINTED WIRING BOARD</p> <p>NSN:5998-00-489-0665</p> <p>Part No.: 15516-0001</p> <p>NSCM/CAGE – COF/CAGE: OEFR2</p> <p>ISO 9001: 2008 QUALITY ASSURANCE: QAC Q</p> <p>Packaging: D-L-M-008-035/SF-000</p> <p>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.</p>		<p>25 CFSD RECEIPTS SECTION</p> <p>25 CFSD 6363 Notre Dame St E Montreal, PQ Canada H1N 3V9</p>	Each	250		
TOTAL (MUST BE FREE AT CARRIER (FCA); DELIVERY DUTY PAID; AND TRANSPORTATION COSTS							

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Item	Description	Bidder's Proposed Delivery Date	Destination	Unit of Issue	Firm Quantity	All-Inclusive Firm Unit Price, Free At FCA	Total Item Cost
INCLUDED)							\$ _____
Applicable Taxes			Insert amount as				GST: \$ _____ HST: \$ _____ PST: \$ _____

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

A bid must comply with all requirements of the bid solicitation to be declared responsive.

1.1.1 Mandatory Technical Criteria

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

- M1. comply with proposed Pricing Schedule detailed in Attachment 1 to Part 3;
- M2. provide, if required, manufacture and Parts Traceability for all items;
- M3. provide the material condition requested; and
- M4. accept all terms and conditions as outlined in this RFP and resulting Contract document.

1.2 Financial Evaluation

1.2.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

Evaluation of Price – Canadian / Foreign Bidders – A0222T (2014-06-26)

1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and 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.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

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2. Basis of Selection

2.1 Basis of Selection – Lowest Price – A0069T (2007-05-25)

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.

In the event of responsive bids having the same lowest evaluated price for a specific line item or items, the basis of selection will be based on the difference in delivery times for the component(s) provided by the different bidders will be recommended for award of a contract.

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 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.

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) (www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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 specified will render the bid non-responsive.

5.2.1 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.

5.2.2 Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award

Refer to Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award.

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ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Integrity Provisions - List of Names

Dénomination complète de l'entreprise / Complete Legal Name of Company	
Adresse de l'entreprise/Company's address	
NEA de l'entreprise/Company's PBN number	
Numéro de la transaction/ Transaction number	
Liste de pré-qualification/Pre-Qualification List	
Valeur de la transaction (\$) /Transaction Value (\$) PLUS DE 25,000,000 (taxes incluses) / OVER \$25,000,000 (including taxes)	
<input type="checkbox"/> OUI / YES <input type="checkbox"/> NON / NO	
Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name) Ou mettre la liste en pièce-jointe/Or put the list as an attachment	
1. Membre / Director	
2. Membre / Director	
3. Membre / Director	
4. Membre / Director	
5. Membre / Director	
6. Membre / Director	
7. Membre / Director	
8. Membre / Director	
9. Membre / Director	
10. Membre / Director	
Autres Membres/ Other members:	
Commentaires / Comments:	

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirement

There is no security requirement associated with this requirement.

2. Controlled Goods Requirement

2.1 Controlled Goods Program – Bid – A9130T (2014-11-27)

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.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Requirements

The Contractor must provide the item(s) in accordance with the Statement of Requirements in Annex A – Item Detail List.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2030 (2016-04-04), General Conditions – Higher Complexity - Goods, apply to and form part of the Contract.

- Wherever Public Works and Government Services Canada (PWGSC) revise to read “Department of National Defence (DND)” with the exception of article 41 Integrity Provisions – Contract where any reference to PWGSC remains. Security Requirement

There is no security requirement applicable to this Contract.

3. Security Requirements

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract award to 31 March 2017.

4.2 Delivery Date

All the deliverables must receive on or before 31 March 2017.

4.3 Shipping Instructions

4.3.1 Shipping Instructions - Free on Board Destination and Delivered Duty Paid – D4002C (2013-04-25)

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

FOB Destination 25 CFSD RECEIPTS SECTION, CFB MONTREAL, 6363 Notre Dame Est, Montreal, QC, H1N 3V9 including all delivery charges and customs duties and taxes.

4.3.1.1 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 or fax:

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

4.4 Termination on Thirty Days Notice

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Katherine Morley
Title: DAP 4-3
Department of National Defence
Directorate: DAP
Address: NDHQ 101 Colonel By Drive
Ottawa, ON, K1A 0K2

Telephone: 819-939-4272
E-mail: Katherine.Morley@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.

5.2 Contractor's Representative (to be completed at contract award)

Name:
Title:
Firm:
Address:

Phone:
Fax:
E-mail:

6. Payment

6.1 Basis of Payment – Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$_____ (insert the amount at contract award). Customs duty are included and Applicable Taxes are extra.

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

6.2 Method of Payment

For the work describe in the Statement of Requirement, in Annex A:

One of the following Method of Payment applies to the Contract:

Option 1: Single Payment H1000C (2008-05-12)

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

- 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.

OR

Option 2: Multiple Payments H1001C (2008-05-12)

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.

6.3 SACC Manual Clauses

C3011T (2013-11-06), Exchange Rate Fluctuation
A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C2000C (2007-11-30), Taxes - Foreign-based Contractor
C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor

6.4 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

7. Invoicing Instructions

7.1 Invoicing Instructions – H5001C (2008-12-12).

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.

Invoices must be distributed as follows: a.

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

Dept of National Defence
25 CF Supply Depot
P.O. BOX 4000, STN "K"
Montreal, QC
H1N 3R9
CANADA
ATTN: Invoice Section W1941

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract; and

c. One (1) copy must be forwarded to the consignee.

8. Certifications and Additional Information

8.1 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.

8.2 SACC Manual Clauses

8.2.1 No Substitute Products – B4024T (2006-08-15)

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.

8.2.2 Condition of Material – Contract - B1006C (2014-06-26)

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

8.2.3 Marking – D2000C (2007-11-30)

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

8.2.4 Labelling – D2001C (2007-11-30)

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

8.3 Quality Assurance

8.3 ISO 9001:2008 Quality Management Systems - Requirements (QAC Q) – D5540C (2010-08-16)

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".

8.3.1 Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor – D5510C (2014-06-26)

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Solicitation No. - N° de l'invitation
W8485-173694/A
Client Ref. No. - N° de réf. du client
W8485-173694

Amd. No. - N° de la modif.
File No. - N° du dossier
W8485-173694

Director of Quality Assurance
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

Within forty-eight (48) hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

Atlantic - Halifax 902-427-7224 or 902-427-7150
Quebec - Montreal 514-732-4410 or 514-732-4477
Quebec - Quebec City 418-694-5998, ext. 5996
National Capital Region - Ottawa 819-939-0168
Ontario - Toronto 416-635-4404, ext. 6081 or 2754
Ontario - London 519-964-5757
Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574
Alberta - Calgary 403-410-2320, ext. 3830
Alberta - Edmonton 780-973-4011, ext. 2276
British Columbia - Vancouver 604-225-2520, ext. 2460
British Columbia - Victoria 250-363-5662

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

8.3.1 Quality Assurance Authority (DND) - Foreign-based and United States Contractor – D5515C (2010-01-11)

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within forty-five (45) working days of award of the Contract, the Contractor must notify the Contracting Authority.

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W8485-173694/A
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W8485-173694

Amd. No. - N° de la modif.
File No. - N° du dossier
W8485-173694

Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the materiel or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

8.3.1.1 Release Documents (Department of National Defence) - Canadian-based Contractor – D5606C (2012-07-16)

Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, the signature of the DND Quality Assurance Representative on the release document is not required.

Material must be released for shipment using either DND form CF 1280, Certificate of Release, Inspection and Acceptance, or a release document containing the same information. The Contractor must prepare the release document(s).

For return of repair and overhaul material to the Canadian Forces Supply System Upgrade, use forms DND 2227/DND 2228 in lieu of DND form CF 1280.

8.3.1.1 Release Documents (Department of National Defence) - United States-based Contractor – D5605C (2010-01-11)

Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

8.3.1.1 Release Documents (Department of National Defence) - Foreign-based Contractor – D5604C (2008-12-12)

Material must be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which must be prepared by the Contractor.

8.3.1.2 Release Documents - Distribution – D5620C (2012-07-16)

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

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;

- d. One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
Attention: DAP 4-2-5-2-2

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
E-mail: ContractAdmin.DQA@forces.gc.ca

8.4 Defence Contract – A9006C (2012-07-16)

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*.

8.4.1 Controlled Goods Program – Contract - A9131C (2014-11-27)

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

8.4.1.1 Controlled Goods – B4060C (2011-05-16)

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.

8.5 Palletization – D6010C (2007-11-30)

1. For all shipments exceeding 0.566 m³ or 15.88 kg (20 ft³ or 35 lbs), except for those shipped by courier, the following applies:

- a. The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.
- b. The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "Mixed Items".
- c. Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).

2. Any exception requires the prior approval of the Contracting Authority.

8.6 Marking of Aircraft Hose Assemblies – B4047C (2007-05-25)

All rubber hose assemblies and all medium and high pressure teflon hose assemblies for aerospace applications, must have a permanent identification band attached by welding.

8.7 End User Certificate – D0050C (2007-05-25)

Canada certifies that the goods, services or both ordered under the Contract are purchased by Canada for the exclusive use of the Canadian Armed Forces.

8.8 Incomplete Assemblies – D9002C (2007-11-30)

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

8.9 Preparation for Delivery – Canadian Forces Packaging Specification – D3016C (2014-09-25) All codes but 036/SF/001

The Contractor must prepare item(s) one (1) for delivery in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-035/SF-001.

The Contractor must package item number(s) one (1) by package in quantities of one (1) EACH by package.

Note: Unless otherwise specified, the unit pack quantity shall not exceed 100 pieces and shall not weight more than 25 pounds (i.e. 11.3 Kg).

8.10 Preparation for Delivery - Canadian-based Contractor – D3013C (2007-11-30) –

1. Preservation and packaging for items one (1) 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.

8.11 Preparation for Delivery - United States-based Contractor – D3019C (2007-11-30) –

1. Preservation and packaging for items one (1) must be in accordance with the current issue of United States (U.S.) Department of Defence 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.

8.12 Complete Delivery – D0005C (2007-11-30)

The Contractor must make the complete delivery within 30 days from the effective date of the Contract.

8.13 Partial Delivery – XBD31B (1995-06-22)

If partial shipments are made, proportionate quantities are to be shipped to each destination to ensure equal distribution and an adequate supply for each point.

8.14 Accelerated Delivery – XBD25K (1997-09-15)

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

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

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.

8.16 Excess Goods – B7500C (2006-06-16)

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

8.17 Wood Packaging Materials – D2025C (2013-11-06)

All wood packaging materials used in shipping must conform to the *International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15)*.

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP).

8.18 Dangerous Goods / Hazardous Products – Labelling and Packaging Compliance – D3015C (2014-09-25)

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.

9. Applicable Laws

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

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions 2030 (2016-04-04), General Conditions – Higher Complexity - Goods;
- c. Annex A, Statement of Requirement; and
- d. the Contractor's bid dated _____ (Insert the date (year-month-day) of the bid. If the bid was clarified or amended, at time of contract award, add, as applicable: ", as clarified on _____ (year-month-day)" "and" ", as amended on _____ (year-month-day).)

11. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

OR

11. Foreign Nationals (Foreign Contractor)

SACC *Manual* clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

12. Insurance – No Specific Requirement G1005C (2016-01-28)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

13. Additional SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations
A9068C (2010-01-11), Government Site Regulations
C2604C (2013-04-25), Customs Duties, Excise Taxes and Applicable Taxes – Non-Resident

**ANNEX A
STATEMENT OF REQUIREMENT**

1. LINE ITEM DETAILS

The Contractor must provide the following item(s):

Item	Description	Unit of Issue	Firm Quantity	Destination Address	Invoicing Address
1	<p>PRINTED WIRING BOARD</p> <p>NSN:5998-00-489-0665</p> <p>Part No.: 15516-0001</p> <p>NSCM/CAGE – COF/CAGE: OEFR2</p> <p>ISO 9001: 2008 QUALITY ASSURANCE: QAC Q</p> <p>Packaging: D-L-M-008-035/SF-001</p> <p>The Contractor 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. The Contractor is advised that substitute products will not be considered.</p>	EACH	250	<p>25 CFSD RECEIPTS SECTION</p> <p>25 CFSD 6363 Notre Dame St E Montreal, QC Canada H1N 3V9</p>	<p>DEPT OF NATIONAL DEFENCE</p> <p>25 CF Supply Depot P.O. BOX 4000, STN "K" Montreal, QC H1N 3R9 CANADA ATTN: Invoice Section</p> <p>W1941</p>

2. DELIVERABLES

The Contractor must deliver the item(s) mentioned above on or before 31 March 2017.

3. SPECIAL REQUIREMENTS

Delivery Appointments

The contractor must 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 or fax:

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