



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 indique(s).

Solicitation Closes – L'invitation prend fin

At – à : 14 :00 Hours (2PM) Eastern Daylight Time /
14:00 (2h PM) heure avancée de l'Est

On - le : 18 October/octobre 2016

Title/Titre Night Vision Goggle (NVG) spare parts/Réapprovisionnement de pièces de remplacement des lunettes de vision de nuit	Solicitation No – N° de l'invitation W8485-173793/A
Date of Solicitation – Date de l'invitation 6 September/septembre 2016	
Address Enquiries to – Adresser toutes questions à Department of National Defence Ministère de la Défense Nationale National Defence Headquarters Quartier-Général de la Défense Nationale MGen George R Pearkes Bldg Édifice MGen George R Pearkes 101 Colonel By Drive 101 Promenade du Colonel By Ottawa, ON K1A 0K2 Ottawa, ON K1A 0K2 Attention: DAP 8-2-2-2 À l'attention de: DAP 8-2-2-2 renee.lepage@forces.gc.ca renee.lepage@forces.gc.ca	
Telephone No. – N° de téléphone 819-939-4540	FAX No – N° de fax
Destination See herein Voir aux presents	
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.	
Delivery required - Livraison exigée On or before 31 January 2017 / d'ici le 31 janvier 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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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Requirement

This Department of National Defence (DND) has a requirement for the provision of Night Vision Goggle (NVG) spare parts with delivery to 25 CFSD Montreal, QC, Canada. The requirement is detailed in Annex "A", Line Item Detail.

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT) and the North American Free Trade Agreement (NAFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

- b) The text under subsection 20.2 of 2003, Standard Instructions - Goods or Services - Competitive Requirements – Further Information, is deleted in its entirety

2.1.1 SACC Manual Clauses

SACC Manual Clause B1000T (2014-06-26), Condition of Material – Bid

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

1. As the resulting contract will require the production of or access to controlled goods that are subject to the [Defence Production Act](#), R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: [Controlled Goods Program](#) and registration is carried out as follows:
 - a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
 - b. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
 - c. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

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

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

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as

such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (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;
- (b) use a numbering system that corresponds to the bid solicitation.

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

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

3.2 Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

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

1. Category #1 - New Materiel

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

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

2. Category #2 - New Surplus Materiel

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

3. Category #3 - Other Condition

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

Deliverable End Item Grid

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

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

3.			
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Requirements for Airworthiness Certification

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

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

1. Category #1 and #2 military unique aviation replacement parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:
 - a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
 - b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - c. identification of both the authorized signatory and the organization.
2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:
 - a. form TCCA 24-0078, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
 - b. FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;
 - c. Joint Aviation Authorities (JAA) Form One, Authorized Release Certificate, signed by a JAA authorized inspector, within the two (2) years before contract award;
 - d. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award;
or
 - e. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
 - i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
 - ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - iii. identification of both the authorized signatory and organization.
3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

3.2.2 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

1. Item Number: _____
2. Original Technical Data (as referenced below):
 - a. Part Number: _____
 - b. NSCM/CAGE code: _____
 - c. Other: _____

3. Proposed Change(s)
 - a. Part Number: _____
 - b. NSCM/CAGE code: _____
 - c. Other: _____

4. Reason for Change/Supporting Data:

The Bidder is advised that availability and retention of records of the manufacturer sufficient to constitute proof of origin will be a condition of the resulting Contract.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6. The total amount of Applicable Taxes must be shown separately.

Prices should appear in Annex "A", Line Item Detail only

3.3.1 SACC Manual Clause

SACC *Manual* Clause C3011T (2013-11-06), Exchange Rate Fluctuation

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.5 Section IV: Additional Information

Canada requests that Bidders submit the following information:

3.5.1 Best Delivery Date - Bid

While delivery is requested by January 31, 2017, Bidders should indicate the best delivery that could be offered in Annex "A" – Line Item Detail.

3.5.2 Bidder's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General enquiries

Name:

Telephone No:

Facsimile No:

E-mail address:

Delivery follow-up

Name:

Telephone No:

Facsimile No:

E-mail address:

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.1.1 Mandatory Technical Criteria

- M1. Bidders must clearly indicate the Part Number and manufacturer (NSCM/CAGE) offered at each line item in Annex "A", Line Item Detail; and
- M2. Bidders proposing an Equivalent Product or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCM/CAGE they are offering as detailed in Part 3, Section 3.2 of this bid solicitation.

4.2 Financial Evaluation

4.2.1 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.

4.3 Basis of Selection – Multiple Items A0272T (2010-08-16)

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

One contract or multiple contracts may be awarded in response to this bid solicitation.

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 AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

PART 6 – RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the items detailed under the “Line Item Detail” at Annex A.

6.2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Term of Contract

6.4.1 Delivery Date

The Contractor must make the delivery as detailed under Annex “A”, Line Item Detail.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

John Piers
Material Acquisition and Support Specialist
Department of National Defence (DND)
Director Aerospace Procurement (DAP) 8-2
101 Colonel By Drive
Ottawa, ON, K1A 0S65
Telephone: (819) 939-4271
Facsimile: (819) 939-4448
E-mail address: John.Piers@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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: **(To be inserted by the Contracting Authority)**

Title: _____

Department of National Defence

Directorate: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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

6.5.3 Contractor's Representative

General Enquiries

Name: **(To be inserted by the Contracting Authority)**

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

Delivery Follow-Up

Name: **(To be inserted by the Contracting Authority)**

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "A", Line Item Detail. Customs duties are excluded and Applicable Taxes are extra.

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

6.6.1.1 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.

6.6.2 SACC Manual Clauses

SACC Manual clause C6000C (2011-05-16), Limitation of Price

SACC Manual clause C2000C (2007-11-30), Taxes – Foreign-based Contractor

SACC Manual clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax – Foreign-based Contractor

6.7 Invoicing Instructions – H5001C (2008-12-12)

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment:

Department 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. The Contractor is requested to provide invoices in electronic format to the Contracting Authority unless otherwise specified by the Contracting Authority, thereby reducing printed material.
 - c. One (1) copy must be forwarded to the consignee.

6.8 Certifications

6.8.1 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.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2016-04-04) General Conditions – Goods (Medium Complexity);
- (c) Annex "A", Line Item Detail;
- (d) the Contractor's bid dated **(to be inserted by the Contracting Authority)**, as amended **(to be inserted by the Contracting Authority)**.

6.11 Defence Contract

SACC Manual clause [A9006C \(2012-07-16\)](#), Defence Contract

6.12 Preparation for Delivery

6.12.1 Packaging Requirement using Specification D-LM-008-036/SF-000 – D3018C (2014-09-25)

The Contractor must prepare items 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 items in quantities of one (1) by package.

6.12.2 Shipping Instructions – Free on Board Destination and Delivered Duty Paid

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

FOB Destination 25 CFSD Receipts Section 6363 Notre Dame Street, Montreal, QC, Canada H1N 3V9 including all delivery charges and customs duties and Applicable Taxes.

6.12.3 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:

25 CF Supply Depot Montreal, Montreal, QC.
Telephone: 1-866-935-8673 (toll free), or 514-252-2777, ext. 2363 / 4673 / 4282

6.13 Complete Delivery

The Contractor must make the complete delivery as per Annex "A", Line Item Details.

6.13.1 Accelerated Delivery

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

6.14 Military Aviation Replacement Parts – Airworthiness Documentation

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

- a) Certificate of Conformance as per Section 3 Bid Preparation Instructions, para 3.2.1 Military Aviation Replacement Parts - Condition and Certification of Deliverables End Items;
- b) Packing Slip.

6.15 SACC Manual Clauses

A9131C	<u>Controlled Goods Program - Contract</u>	2014-11-27
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2014-11-27
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2014-06-26
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) Items 001, 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 020, 021, 022	2010-08-16
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q) Items 016	2010-08-16
D5604C	Release Documents (DND) - Foreign-based Contractor	
D5605C	Release Documents (DND) - United States-based Contractor	2008-12-12
D5606C	Release Documents (DND) - Canadian-based Contractor	2010-01-11
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance -No Specific Requirement	2016-01-28

6.16 Release Documents – Distribution

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

- (a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- (b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- (c) One (1) copy to the Contracting Authority;
- (d) One (1) copy to:
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: to be inserted by the Contracting Authority
- (e) One (1) copy: to the Quality Assurance Representative;
- (f) One (1) copy: to the Contractor;
- (g) One (1) copy: all non-Canadian contractors to:
DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca .

ANNEX "A"
LINE ITEM DETAILS

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
001	Case, Optical Instrument NSN:1240-01-5687650 Part No.: 272357-10 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	30			2017/01/31	
002	Case, Optical Instrument NSN:1240-01-5825978 Part No.: 272357-15 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000	25 CFSD Montreal,QC	EACH	30			2017/01/31	

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
	OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)							
003	Case, Optical Instrument NSN:1240-01-5825984 Part No.: 272357-16 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	10			2017/01/31	
004	Case, Optical Instrument NSN:1240-01-5825990 Part No.: 272357-17 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000	25 CFSD Montreal,QC	EACH	10			2017/01/31	

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
	OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)							
005	Shaft, Shouldered NSN: 3040-01-4426410 Part No.: 5009563 NSCM/CAGE : FAB60 OR 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	30			2017/01/31	
006	Vacuum Pump, reciprocating NSN: 4310-01-4522366 Part No.: 268560 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000	25 CFSD Montreal,QC	EACH	10			2017/01/31	

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
	OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)							
007	Wrench, Torque NSN: 5120-01-4962334 Part No.: 271789 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	10			2017/01/31	
008	Wrench, Open End NSN: 5120-21-2578085 Part No.: 269868 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-	25 CFSD Montreal,QC	EACH	8			2017/01/31	

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
	036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)							
009	Bracket, Mounting NSN: 5340-01-4398992 Part No.: 268471-1 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	75			2017/01/31	
010	Slide Plate Top NSN: 5855-01-3301214 Part No.: 5002534 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000	25 CFSD Montreal,QC	EACH	50			2017/01/31	

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
	OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)							
011	Slide Plate Bottom NSN: 5855-01-3301215 Part No.: 5002535 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	50			2017/01/31	
012	Housing, Contact NSN: 5855-01-3636011 Part No.: 5003574 NSCM/CAGE : 54490 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000	25 CFSD Montreal,QC	EACH	50			2017/01/31	

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
	OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)							
013	Housing, Contact NSN: 5855-01-3636012 Part No.: 5002597 NSCM/CAGE : 54490 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	25			2017/01/31	
014	Shaft, Vertical ADJ NSN: 8415-01-2582946 Part No.: 5002589 NSCM/CAGE : 06650 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____	25 CFSD Montreal,QC	EACH	30			2017/01/31	

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
	Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)							
015	Shelf, Pivot and Adjustment NSN: 5855-01-3816036 Part No.: 5009555 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	30			2017/01/31	
016	Battery compartment, Night Vision Viewer NSN: 5855-01-4401765 Part No.: BA-2003-100 NSCM/CAGE : 58078 OR Part No.: 268465 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC Q	25 CFSD Montreal,QC	EACH	50			2017/01/31	

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
	Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)							
017	Cap, Lens NSN: 5855-01-5258710 Part No.: 270155-1 NSCM/CAGE : 13567 Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	100			2017/01/31	
018	Vertical Block Assy NSN: 5855-01-5826149 Part No.: 268800-1 NSCM/CAGE : 13567 Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	30			2017/01/31	

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
	OEM (Y or N)							
019	Bracket Vertical AS NSN: 5855-01-5826154 Part No.: 264806-1 NSCM/CAGE : 13567 Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	50			2017/01/31	
020	Case, Battery Assembly NSN: 6160-01-4478948 Part No.: A3260911 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	50			2017/01/31	
021	Adhesive NSN: 8040-01-4874830	25 CFSD Montreal,QC	EACH	15			2017/01/31	

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
	Part No.: 3526 NSCM/CAGE : 05972 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)							
022	Housing, Image Intensifier, Night Vision NSN: 5855-01-4426412 Part No.: 264354-1 NSCM/CAGE : 13567 ISO 9001:2008 QUALITY ASSURANCE: QAC C Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	100			2017/01/31	
023	Wiring Harness NSN: 6150-01-5933325	25 CFSD Montreal,QC	EACH	20			2017/01/31	

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
	Part No.: 268464-1 NSCM/CAGE : 13567 Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)							
024	Harness, Night Vision Goggles NSN: 5855-01-5770658 Part No.: 268494 NSCM/CAGE : 13567 Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____ Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)	25 CFSD Montreal,QC	EACH	20			2017/01/31	
025	Neck Cord Assembly NSN: 5855-01-1494106 Part No.: 5002601 NSCM/CAGE : 13567 Packaging: D-L-M-008-036/SF-000 OR EQUIVALENT P/N offered: _____	25 CFSD Montreal,QC	EACH	300			2017/01/31	

Item	Description	Destination Address	Unit of Issue	Quantity	EXTENDED PRICE: Applicable taxes extra		Delivery Required	Delivery Offered
					Destination FOB	Plant/FOB		
	Name of Manufacturer: _____ Cert. of Conformance from the OEM (Y or N)							