

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 REQUIREMENT	3
1.2 DEBRIEFINGS	3
1.3 TRADE AGREEMENTS	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.1.1 SACC MANUAL CLAUSES	3
2.2 SUBMISSION OF BIDS	5
2.3 ENQUIRIES - BID SOLICITATION	5
2.4 APPLICABLE LAWS	5
PART 3 - BID PREPARATION INSTRUCTIONS	5
3.1 BID PREPARATION INSTRUCTIONS	5
3.1.2 EXCHANGE RATE FLUCTUATION	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES	6
4.1.1 FINANCIAL EVALUATION	6
4.2 BASIS OF SELECTION	6
4.2.1 BASIS OF SELECTION	6
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	6
5.1 CERTIFICATIONS REQUIRED WITH THE BID	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
5.2.1 INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION	7
PART 6 - RESULTING CONTRACT CLAUSES	7
6.1 SECURITY REQUIREMENTS	7
6.2 STATEMENT OF REQUIREMENT	7
6.3 STANDARD CLAUSES AND CONDITIONS	7
6.3.1 GENERAL CONDITIONS	7
6.4 TERM OF CONTRACT	8
6.4.1 DELIVERY DATE	8
6.4.2 DELIVERY POINTS	8
6.5 AUTHORITIES	8
6.5.1 CONTRACTING AUTHORITY	8
6.5.2 TECHNICAL AUTHORITY	8
6.5.3 CONTRACTOR'S REPRESENTATIVE	9
6.6 PAYMENT	9
6.6.1 BASIS OF PAYMENT	9
6.6.2 SINGLE PAYMENT	9
6.7 INVOICING INSTRUCTIONS	9
6.8 CERTIFICATIONS	10
6.9 APPLICABLE LAWS	10
6.10 PRIORITY OF DOCUMENTS	10
6.11 DEFENCE CONTRACT	10
6.12 SACC MANUAL CLAUSES	10
6.13 PREPARATION FOR DELIVERY	11

THE CONTRACTOR MUST PACKAGE ITEM NUMBER 1, IN QUANTITIES OF 1 BY PACKAGE11
6.14 WOOD PACKAGING MATERIALS.....11
ANNEX "A" - LINE ITEM DETAIL LIST12

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed in Annex "A", Line Item Details.

1.2 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.

1.3 Trade Agreements

The requirement is subject to the provisions of the Implementation of the Canadian Free Trade Agreement (CFTA) 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) Section 01, Integrity Provisions, is deleted in its entirety and replaced by:

By submitting a bid, the Bidder certifies that it complies with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms. The Bidder also certifies that it complies with the terms of section 18 of the *Government Contracts Regulations*, (SOR/87-402).

- b) Section 02, Procurement Business Number is deleted in its entirety.
- c) Section 20, Further Information is deleted in its entirety.

2.1.1 SACC Manual Clauses

SACC Manual Clause B3000T (2006-06-16) Equivalent Products.

SACC Manual Clause A0301T (2007-05-25) 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.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

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

Section I: Financial Bid (one 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.

Section I: Financial Bid

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

3.1.2 Exchange Rate Fluctuation

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

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, date required and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26)
SACC Manual Clause C2000C (2007-11-30)

4.2 Basis of Selection

4.2.1 Basis of Selection

SACC Manual Clause A0069T (2007-05-25), Basis of Selection

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.

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 Statement of Requirement

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

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>) 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) Subsection 2010A 10 2(a) (2014-11-27), Invoice Submission delete Procurement Business Number (PBN),
- b) Subsection 2010A 14 (2008-05-12), Shipment documentation delete PBN

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before 31 March 2018 and Delivery date must be met or the item is of no use to Canada.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Matthew Dahms
Title: CH124 Procurement Officer
Department of National Defence (DND)
Directorate: Directorate of Aerospace Procurement DAP 6-3-5
Address: 101 Colonel By Drive, Ottawa

Telephone: 819-939-4260
Facsimile: 819-939-4047
E-mail address: Matthew.Dahms@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: David Legault
Title: Technical Authority
Department of National Defence
Directorate: DAEP(M) 3-2-2-5
Address: 101 Colonel By Drive, Ottawa

Telephone : 819-939-4078
Facsimile: 819-939-3398
E-mail address: David.Legault@forces.gc.ca

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

Name: _____
Title: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex A for a cost of \$_____ (insert the amount at contract award). Customs duties are *included* and Applicable Taxes are extra.

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

6.6.2 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

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.

6.7 Invoicing Instructions

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

Title: CH124 Procurement Officer
Department of National Defence (DND)
Directorate: Directorate of Aerospace Procurement DAP 6-3

Address: 101 Colonel By Drive, Ottawa ON K1A0K2

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

b) One (1) copy must be forwarded to the Quality Assurance.

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) the general conditions 2010A (2016-04-04), General Conditions – Goods (Medium Complexity);
- (c) Annex A, List of Deliverables;
- (d) the Contractor's bid dated _____ (*filled in at contract award*)

6.11 Defence Contract

SACC *Manual* clause A9006C (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

D2000C (2007-11-30) Marking
D2001C (2007-11-30) Labelling
D5510C (2014-06-26) Quality Assurance Authority – Canadian Based Contractor
D5540C (2010-08-16) ISO 9001:2008 Quality Management Systems – Requirements (QAC Q)
D5620C (2012-07-16) Release Documents – DND
D9002C (2007-11-30) Incomplete Assemblies
D0050C (2007-05-25) End User Certificate
A0301C (2007-05-25) Military Aviation Replacement Parts - Maintenance of Records
B7500C (2006-06-16) Excess Goods applies to and forms part of the Contract.
H5001C (2008-12-12) Invoicing
D9010C (2015-02-25) Military Aviation Replacement Parts –

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

6.13 Preparation for Delivery

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

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

The Contractor must package item number 1, in quantities of 1 by package

6.14 Wood Packaging Materials

D2025C (2013-11-06) Wood Packaging Materials

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 \(CWPCP\)](#)

Annex "A" - Line Item Detail List

In consideration of the Contactor's satisfactory performance of its obligations under the Contract, the Contactor will be paid a firm unit price as stated below, Customs duties are excluded and Applicable Taxes are extra if applicable.

Item	Part Numbers	Description	Unit of Issue	Qty	Destination Address	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	FIRM UNIT PRICE: FCA plant Delivery	FCA plant Delivery	Tax rate	Tax	TOTAL PRICE: Applicable taxes Included
1	AE97583K	NSN: 4730-21-867-2081 coupling P/N requested: AE97583K NSCM/MFG: 00624 Eaton-Aeroquip	EA	5	Department of National Defence 25 CFSD 6363 Notre Dame Est Montreal PQ H1N 3V9 Canada	NO	Q	NO					
Delivery date must be met or the item is of no use to Canada.													