



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	7CFSD Receipts and Issues Section Edmonton, AB EDMONTON, AB AB T0A 2H0 CANADA	I - 1	See Items



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire		Del. Offered Liv. offerte
						Destination	FOB/FAM Plant/Usine	
1	Supply Arrangement/Aviation Parts For CC115 Buffalo and CC138 Twin Otter fleets on an as and when required basis	D-1	I-1	1	Each	\$	\$	See Herein

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

Request for Supply Arrangements (RFSA)

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
PART 2 - SUPPLIER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF ARRANGEMENTS	6
2.3 ENQUIRIES - REQUEST FOR SUPPLY ARRANGEMENTS	6
2.4 APPLICABLE LAWS.....	7
PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS	8
3.1 ARRANGEMENT PREPARATION INSTRUCTIONS.....	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE ARRANGEMENT.....	11
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A SUPPLY ARRANGEMENT AND ADDITIONAL INFORMATION.....	11
PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES.....	12
A. SUPPLY ARRANGEMENT.....	12
6.1 ARRANGEMENT.....	12
6.2 SECURITY REQUIREMENTS	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF SUPPLY ARRANGEMENT	13
6.5 AUTHORITIES	14
6.6 IDENTIFIED USERS.....	15
6.7 ON-GOING OPPORTUNITY FOR QUALIFICATION	15
6.8 PRIORITY OF DOCUMENTS	15
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
6.10 APPLICABLE LAWS.....	16
B. BID SOLICITATION	16
6.1 BID SOLICITATION DOCUMENTS.....	16
6.2 BID SOLICITATION PROCESS AND TENDERING PERIODS.....	17
6.1 GENERAL	19

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

ANNEXES AND ATTACHMENTS:

Annex A. Statement of Requirement (SOR)

Attachment A1. Goods & Services Identification Number (GSIN) Codes
Attachment A2. Periodic Usage Report

Annex B. Bidder's Proposal

Table 1: Company identification
Table 2: Compliance Matrix

Attachment B1: Mandatory Technical Criteria

Mandatory Criteria #1 – Company Category
Mandatory Criteria #2 – Aircraft Fleet
Mandatory Criteria #3 – Controlled Good Program
Mandatory Criteria #4 – Procurement Business Number

Attachment B2: Technical Evaluation Criteria

Technical Criteria #1 - Aircraft on the Ground (AOG) Procedures
Technical Criteria #2 - Company Profile

Attachment B3: Certifications Integrity Provisions

Certification - Form 1 - Integrity Declaration Form
Certification - Form 2 - List of names for integrity verification form

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus annexes and attachments, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement (SA), 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes and attachments include the Statement of Requirement and the Bidder's Proposal.

1.2 Summary

1.2.1 Description

As described in the Statement of Requirement (SOR) Annex A.

1.2.2 Security Requirement

There is no security requirement applicable to the SA.

1.2.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.2.4 Comprehensive Land Claims Agreements (CLCAs)

The RFSA is to establish a SA for the delivery of the requirement detailed in the RFSA to the Identified users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

<p style="text-align: center;">REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A Department of National Defence – Aviation Replacement Parts</p>
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1.2.5 Canada Post epost Connect service

This RFSA allows for the use of the Canada Post epost Connect service for arrangement submission. Suppliers must refer to Part 2 of the RFSA entitled Instructions to Suppliers for further information on using this method.

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the RFSA 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the SA and resulting contract(s).

The 2008 (2017-04-27) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

The 2008 standard instructions is amended as follows:

- **Section 5**, entitled Submission of arrangements, is amended as follows:
 - **subsection 1** is deleted entirely and replaced with the following: "Canada requires that each arrangement, at RFSA closing date and time or upon request from the SA Authority, for example in the case of epost Connect service, be signed by the Supplier or by an authorized representative of the Supplier. If an arrangement is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - **subsection 2.d** is deleted entirely and replaced with the following: "send its arrangement only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSA or to the specified address specified in the RFSA."
 - **subsection 2.e** is deleted entirely and replaced with the following: "ensure that the Supplier's name, return address and procurement business number, RFSA number, and RFSA closing date and time are clearly visible on the arrangement; and"
- **Section 6**, entitled Late arrangements, is deleted entirely and replaced with the following: "PWGSC will return arrangements delivered after the stipulated RFSA closing date and time, unless they qualify as a delayed arrangement as described in the section entitled Delayed arrangements. For arrangements submitted using means other than the Canada Post Corporation's epost Connect service will be returned. For arrangements submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late arrangement will be deleted."

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

- **Section 07**, entitled Delayed arrangements, is amended as follows:
 - **Subsection 1** is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"
- **Section 8**, entitled Transmission by facsimile, is deleted entirely and replaced with the following section:

"Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the RFSA, arrangements may be submitted by facsimile. The only acceptable facsimile number for responses to RFSA's issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSA. The facsimile number for responses to RFSA's issued by PWGSC regional offices is identified in the RFSA's.
- b. For arrangements transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed arrangement including, but not limited to, the following:
 - i. receipt of garbled or incomplete arrangement;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the arrangement;
 - v. failure of the Supplier to properly identify the arrangement;
 - vi. illegibility of an arrangement; or
 - vii. security of arrangement data.
- c. An arrangement transmitted by facsimile constitutes the formal arrangement of the Supplier and must be submitted in accordance with the section entitled Submission of arrangements.

2. ePost Connect

- a. Unless specified otherwise in the RFSA, arrangements may be submitted by using the [epost Connect service provided by Canada Post Corporation \(https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a\)](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit an arrangement using epost Connect service, the Supplier must either:
 - i. send directly its arrangement only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

- ii. send as early as possible, and in any case, at least six business days prior to the RFSA closing date and time, an email that includes the RFSA number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Supplier is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Supplier to transmit its arrangement afterward at any time prior to the RFSA closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Supplier to access the message within the conversation, and the Supplier can reply to the email notification by transmitting its arrangement.
- d. If the Supplier is using its own licensing agreement to send its arrangement, the Supplier must keep the epost Connect conversation open until at least 30 business days after RFSA closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is:
TPSGC.DGAreceptiondessaoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca.
The RFSA number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a supplier not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the RFSA in order to register for the epost Connect service.
- g. For arrangements transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the arrangement including, but not limited to, the following:
 - i. receipt of a garbled or incomplete arrangement;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the arrangement;
 - v. failure of the Supplier to properly identify the arrangement;
 - vi. illegibility of the arrangement;
 - vii. security of arrangement data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. An arrangement transmitted by epost Connect service constitutes the formal arrangement of the Supplier and must be submitted in accordance with the section entitled Submission of arrangements."

2.2 Submission of Arrangements

Arrangements 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 RFSA.

2.3 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the SA Authority no later than **10 days** calendar days before the RFSA closing date. Enquiries received after that time may not be answered.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.4 Applicable Laws

The SA and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

a) If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 8 of the 2008 standard instructions included in Part 2 - Supplier Instructions, Article 2.1 Standard Instructions, Clauses and Conditions.

Suppliers are required to provide their arrangement in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The arrangement must be gathered per section and separated as follows:

Annex B - Bidder's Proposal is comprised of the following documents:

Annex B - Table 1: Company identification
Annex B - Table 2: Compliance Matrix

Annex B - Attachment B1: Mandatory Technical Criteria

Mandatory Criteria #1 – Company Category
Mandatory Criteria #2 – Aircraft Fleet
Mandatory Criteria #3 – Controlled Good Program
Mandatory Criteria #4 – Procurement Business Number

Annex B - Attachment B2: Technical Evaluation Criteria

Technical Criteria #1 - Aircraft on the Ground (AOG) Procedures
Technical Criteria #2 - Company Profile

Annex B – Attachment B3: Certifications Integrity Provisions

Certification - Form 1 - Integrity Declaration Form
Certification - Form 2 - List of names for integrity verification form

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

b) If the Supplier chooses to submit its arrangement in hard copies, Canada requests that the Supplier submits its arrangement in separately bound sections as follows:

The suppliers must provide 3 hard copies of Annex B.

Annex B - Bidder's Proposal is comprised of the following documents:

Annex B - Table 1: Company identification
Annex B - Table 2: Compliance Matrix

Annex B - Attachment B1: Mandatory Technical Criteria

Mandatory Criteria #1 – Company Category
Mandatory Criteria #2 – Aircraft Fleet
Mandatory Criteria #3 – Controlled Good Program
Mandatory Criteria #4 – Procurement Business Number

Annex B - Attachment B2: Technical Evaluation Criteria

Technical Criteria #1 - Aircraft on the Ground (AOG) Procedures
Technical Criteria #2 - Company Profile

Annex B – Attachment B3: Certifications Integrity Provisions

Certification - Form 1 - Integrity Declaration Form
Certification - Form 2 - List of names for integrity verification form

c) If the Supplier is simultaneously providing a hard copy of the arrangement using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

Canada requests that suppliers follow the format instructions described below in the preparation of hard copy of their arrangement:

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

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, suppliers 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.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the RFSA.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

4.1.1 Mandatory Technical Criteria

The Suppliers must comply with the mandatory technical criteria and provide the requested information:

- a) Accept the terms and conditions outlined in the RFSA;
- b) Annex B - Table 1: Company identification
- c) Annex B - Table 2: Compliance Matrix
- d) Annex B: Attachment **B1**: Mandatory Technical Criteria:

- Mandatory Criteria #1 – Company Category
- Mandatory Criteria #2 – Aircraft Fleet
- Mandatory Criteria #3 – Controlled Good Program
- Mandatory Criteria #4 – Procurement Business Number

Any bid that fails to meet the mandatory technical criteria will be declared non-responsive.

4.1.2 Technical Requirement

The supplier must provide the information requested in Annex B - Bidder's Proposal which **include the following documents**:

Annex B - Attachment B2: Technical Evaluation Criteria

- Technical Criteria #1 - Aircraft on the Ground (AOG) Procedures
- Technical Criteria #2 - Company Profile

There will be no point rating for the technical information provided.

4.2 Basis of Selection

An arrangement must comply with the requirements of the RFSA and meet all mandatory technical criteria to be declared responsive.

<p style="text-align: center;">REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A Department of National Defence – Aviation Replacement Parts</p>
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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a SA.

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any SA arising from this RFSA and any resulting contracts.

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

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

Annex B – Attachment B3: Certifications Integrity Provisions

Certification - Form 1 - Integrity Declaration Form (if applicable only)

Certification - Form 2 - List of names for integrity verification form

5.1.1 Integrity Provisions - Declaration of Convicted Offences (if applicable only)

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement if applicable, the [Integrity Declaration Form \(Attachment B3 – Form 1 - Integrity Declaration Form\)](#), to be given further consideration in the procurement process. Also available on website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/declaration-form-eng.pdf>).

5.1.2 Integrity Provisions - List of Names for Integrity Verification Form

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, the declaration form available on the [List of Names for Integrity Verification Form \(Attachment B3 – Form 2 - List of Names for Integrity Verification Form\)](#), to be given further consideration in the procurement process. Also available on website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/documents/ln-form-eng.pdf>).

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed above should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the SA Authority will inform the Supplier 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 arrangement non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](#), the Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

As described in the Statement of Requirement (SOR) Annex A.

6.2 Security Requirements

There is no security requirement applicable to the SA.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the SA and resulting contract(s) 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

2020 (2017-09-21) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the SA.

6.3.2 Periodic Usage Reports - Supply Arrangement

The supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the SA. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The supplier must provide this data in accordance with the reporting requirements detailed in Annex A - Attachment A2. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

The data must be submitted on a quarterly basis to the SA Authority. The reports must be submitted according to the following schedule:

Quarterly Report	Covering Period	Due Date
1 st Quarter	April 1 to June 30	On or before July 15
2 nd Quarter	July 1 to September 30	On or before October 15
3 rd Quarter	October 1 to December 31	On or before January 15
4 th Quarter	January 1 to March 31	On or before April 15

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The SA has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it. The period for awarding contracts under the SA is stipulated on the front page of the SA.

6.4.2 Comprehensive Land Claims Agreements (CLCAs)

The SA is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

6.4.3 Delivery Points and 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:

Delivery	Appointments
7 CF Supply Depot, CFB Edmonton Lancaster Park, 195 Ave & Ordnance Rd, Bldg. 236 East End Edmonton, AB T0A 2H0	Tel: (780) 973-4011 ext. 4524 Fax: (780) 973-4054
25 CFSD Montreal, CFB Montreal 6363 Notre Dame East, Montreal, QC H1N 2E9	Tel: (514) 252-2777 ext. 2363 Fax: (514) 252-2568
442 Sqn - Attn: 442 Supply 442 Transport and Rescue Squadron, PO Box 1000 Stn main Lazo, BC V0R 2K0	Tel: (250) 339-8211 ext. 6635
440 Sqn - ATTN: 440 Supply 440 Transport Squadron, PO Box 6666 Stn main Yellowknife, NT X1A 2R3	Tel: (867) 873-0700 ext. 6911 Fax: (867) 766-6809
19 AMS - ATTN: 19 AMS Supply 19 Air Maintenance Squadron, PO Box 1000 Stn Main Lazo, BC V0R 2K0	Tel: (250) 339-8211 ext. 8367 Fax: (250) 339-8211

6.5 Authorities

6.5.1 Supply Arrangement Authority

The SA Authority is responsible for the issuance of the SA, its administration and its revision, if applicable.

Manon Cormier, Supply Team Leader
 Land and Aerospace Equipment Procurement and Support Sector (LAEPSS) | Acquisitions Branch
 Public Services and Procurement Canada | Government of Canada
manon.cormier@tpsgc-pwgsc.gc.ca
 Tel: 873-469-3841

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

6.5.2 Supplier's Representative

Supplier	
Address	
Name	
Telephone	
Email address	

6.6 Identified Users

The Identified User is the Department of National Defence (DND), Director General Aerospace Equipment Program Management (DGAEPM), Directorate of Aerospace Procurement (DAP) 4.

6.7 On-going Opportunity for Qualification

A Notice will be posted at least once a year on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a SA, will not be required to submit a new arrangement.

6.8 Priority of Documents

If there is a discrepancy between the wordings 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 the Supply Arrangement;
- (b) the general conditions [2020](#) (2017-09-21), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annexes ____;
- (e) the Supplier's arrangement dated _____ .

<p style="text-align: center;">REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A Department of National Defence – Aviation Replacement Parts</p>
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6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Supplier in its arrangement or precedent to issuance of the SA, and the ongoing cooperation in providing additional information are conditions of issuance of the SA and failure to comply will constitute the Supplier in default. Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA.

6.10 Applicable Laws

The SA and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. BID SOLICITATION

6.1 Bid Solicitation Documents

Canada will use the bid solicitation templates Low Dollar Value Bid Solicitation and Resulting Contract Template (**Simple**) and Medium Complexity Bid Solicitation and Resulting Contract Template (**MC**) as the basis for issuing bid solicitations under this SA. Each bid solicitation will contain at a minimum the following:

- (a) A complete description of the requirement;
- (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements; or 2004, Standard Instructions - Goods or Services - Non-competitive Requirements.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instruction 2003 or 2004 incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the RFSA, the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors.
- (c) Bid preparation instructions;
- (d) Instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (e) Evaluation procedures and basis of selection; and
- (f) Standard procurement clauses.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

6.2 Bid Solicitation Process and Tendering Periods

6.2.1 Bids will be solicited for specific requirements within the scope of the SA from Suppliers who have been issued a SA based on the following:

- The dollar value of the requirements:

Simple for the Low Dollar Value (up to \$24,999.99 including all applicable taxes):

The identified user, in accordance with the Department’s delegated authorities, will issue a Request for Proposal (RFP) by e-mail directly to suppliers using the appropriate template; and

Medium Complexity (above \$25,000.00 including all applicable taxes):

The identified user, in accordance with the Department’s delegated authorities, will post a Notice of Proposed Procurement on the Government Electronic Tendering Service (GETS) except for AOG requirements and issue a Request for Proposal (RFP) by e-mail directly to suppliers using the appropriate template.

- Material Priority Codes (MPC) listed in Annex A, article 7; and
- The aircraft type.

Material Priority Codes (MPC)	Low Dollar Value - Up to \$24,999.99 Using Simple – Low Dollar Value template	Solicitation Period
AOG 24 hours	Issue a RFP to a minimum of 1 supplier or more. The parts are expected to be delivered to its destination within 24 hours of contract award.	Responses are expected within 2 hours
MPC 1 and 2 Within 14 days	Issue a RFP to a minimum of 2 supplier or more.	No less than 3 calendar days
MPC 3 30 days	Issue a RFP to a minimum of 5 suppliers * or more.	No less than 5 calendar days

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

Material Priority Codes (MPC)	Medium Complexity	Medium Complexity	CFTA only	NAFTA, WTO-AGP and CETA
	From \$25,000.00 to \$199,999.99	From \$200,000.00 to \$399,999.99		
Using Medium Complexity template			Solicitation Period	
AOG 24 hours	Issue a RFP to 1 supplier or more. The parts are expected to be delivered to its destination within 24 hours of contract award.		Responses are expected within 2 hours	
MPC 1 and 2 Within 14 days	Issue a RFP to a minimum of 5 suppliers * or more.	Issue a RFP to a minimum of 5 suppliers * or more.	No less than 3 calendar days**	No less than 10 calendar days**
MPC 3 30 days	Issue a RFP to a minimum of 10 suppliers * or more.	Issue a RFP to all the suppliers * on the list.	No less than 15 calendar days**	No less than 24 calendar days**

* If the number of suppliers pre-qualified for each aircraft is less than the minimum, then the RFP will be sent to all suppliers pre-qualified for the aircraft type.

** Time may be extended based upon a requirement's complexity.

6.2.2. **For requirements above \$400,000.00** (including all applicable taxes), the identified user must submit a funded requisition for goods (9200) to PWGSC SA Authority.

PWGSC will post a Notice of Proposed Procurement on the Government Electronic Tendering Service (GETS), except for AOG requirements, and issue a RFP by e-mail directly to suppliers using the Medium Complexity template.

6.2.3 This SA will not be used for requirements over \$1M including all amendments and all applicable taxes.

6.2.4 Based on the above solicitation process, the end users will be using different forms for the first pages of the bid solicitation document and the resulting contract.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

C. RESULTING CONTRACT CLAUSES

6.1 General

The conditions of any contract awarded under the SA will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

- (a) **Simple** (for low dollar value requirements – up to \$24,999.99), general conditions [2029](#) will apply to the resulting contract;
- (b) **MC** (for medium complexity requirements – above \$25,000.00), general conditions [2010A](#) will apply to the resulting contract;

A copy of the template(s) can be provided upon request by contacting the Strategic Policy Integration Division by sending a query to TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca.

Note: References to the MC and Simple templates in PWGSC RFSA are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

ANNEX A

STATEMENT OF REQUIREMENT

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

1. Purpose

This Statement of Requirement (SOR) defines the requirements to enable the Directorate of Aerospace Procurement (DAP) personnel to order Aviation Replacement Parts for the CC115 Buffalo and CC138 Twin Otter fleets via a Supply Arrangement (SA).

2. Requirement

2.1 This SA is being issued on behalf of the Department of National Defence (DND), Director General Aerospace Equipment Program Management (DGAEPM) to acquire Approved Aviation Replacement Parts from sources acceptable to the Technical Airworthiness Authority (TAA) which meet the same Form, Fit and Function of the CC115 Buffalo and CC138 Twin Otter approved Technical Data Package (TDP), on an as and when required basis.

2.2 The Aviation Replacement Parts are defined as: parts, components, accessories, hardware, tires, etc. that meet the type design Approved Parts List (APL) which is defined within the Goods & Services Identification Number (GSIN) Codes categories provided in Attachment A1.

2.3 DND Aircraft Fleets supported by this SA consist of the following models and quantities:

PLATFORMS	QUANTITY	MANUFACTURERS	LOCATION
CC138 Twin Otter DHC6	4	Viking, Pratt & Whitney	Yellowknife, NWT
CC115 Buffalo DHC5	6	Viking, General Electric	Comox, BC

3. Military Aviation Replacement Parts

Approved parts are parts that are listed in the Approved Parts List, (APL) that are received from sources acceptable to the TAA, and that are supported by mandatory documentation proving traceability and certifying conformance to an approved type design.

3.1 Material condition

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.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

3.1.1 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).

3.1.2 Category #2 - New Surplus Materiel

Any 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.

3.1.3 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 either with its bid or within the specified timeframe given by the Contracting Authority. Bids containing parts identified in this category are subject to evaluation by the Technical Authority (TA).

3.2 Alternate Part

3.2.1 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 correlate to the form, fit and function requirements of the Original Equipment Manufacturer (OEM) approved type design of the aircraft in which they will be installed.

3.2.2 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 the specified timeframe given by the Contracting Authority, all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports, etc.) 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. Bids containing alternate parts are subject to evaluation by the Technical Authority (TA).

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

3.3 Unapproved Part

3.3.1 Unapproved parts are those parts that do not meet the criteria of an approved replacement part, including:

- a. missing or insufficient documentation certifying their conformance to the approved type design;
- b. cannot be traced to an acceptable source;
- c. insufficient maintenance history if applicable;
- d. damage during shipment or handling;
- e. failing an organization's incoming inspection; or
- f. becomes suspect for any reason throughout the life of the part.

3.3.2 Unapproved parts are further broken into two categories:

- a. Undocumented parts – which do not have the proper airworthiness documentation to prove product conformance, manufacturing traceability, maintenance history and/or part usage.
- b. Non-conforming part – which are not authorized for use on an aeronautical product:
 - a. are fraudulent or rejected manufactured parts;
 - b. have exceeded wear or damage limits with no potential for repair
 - c. are time-expired (shelf life parts);
 - d. have been modified or reworked, where the modification or rework is unacceptable and irreversible;
 - e. have been exposed to extreme force or heat and cannot be restored;
 - f. life limited parts that have reached the end of their life limit or have a missing/incomplete documentation of life consumption;
 - g. have failed recertification.

Canada reserves the right to disqualify any approved suppliers who repeatedly (typically more than once) provide parts that do not meet the requirements of an approved part within the meaning of this SA.

4. Required Airworthiness Certification

4.1 The Contractor must provide 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.

The airworthiness documentation must include positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable. Proof of conformance may be satisfied by fulfilling conditions in paragraphs a. and b. below, or by providing documentation listed in paragraph c. below, as follows:

- a. Evidence of proof of conformance consisting of a Maintenance Release signature by an authorized individual within a maintenance organization acceptable by the TAA and either:
 - i. The original manufacturing product conformance certification or the material product conformance certification; or
 - ii. Identification of the aeronautical product from which the part was removed with the historical information to prove that it is an authentic part; and

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

- b. If applicable, usage and maintenance historical information necessary to return the part to service including:
 - i. Airworthiness Directive status or equivalent;
 - ii. modification status; and
 - iii. maintenance record of the last servicing/repair (tear-down report) listing major parts replaced, or for life limited parts, of the last overhaul and any other maintenance accomplished since the last overhaul including the appropriate maintenance release certifications; and
 - iv. For life limited parts, total hours and/or cycles on the part since new and any usage history, which may impose a penalty to the remaining life of the part.

- c. The material product conformance certification, which may take the following forms:
 - i. Manufacturer's Certificate of Conformance or Release Certificate issued in accordance with the acceptable manufacturer's approved procedures and signed by an authorized individual from the TAA acceptable manufacturer;
 - ii. Transport Canada, Form One (formerly TCCA 24-0078), Authorized Released Certificate, signed by a TC authorized inspector;
 - iii. Airworthiness Approval Tag (FAA 8130-4 for Major equipment or FAA 8130-3 for components and appliances or standard/commercial parts) signed by an authorized FAA representative;
 - iv. Joint Aviation Authorities (JAA)/European Aviation Safety Agency (EASA) Form, One Authorized Release Certificate, signed by an authorized EASA inspector; or
 - v. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
 - 1. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
 - 2. 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."
 - 3. identification of both the authorized signatory and organization.

4.2 Bidders must include a copy of the applicable airworthiness documents identified above for each item contained in their response to the bid solicitation.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

4.3 Used parts being supplied that have been repaired or modified using data other than the manufacturer's recommendations or instructions for continued airworthiness will require the certification basis for the repair data (e.g. TCCA Repair Design Approval, FAA Form 8110-3) to support the proposed part.

5. Military Aviation Replacement Parts - Maintenance of Records:

The Contractor must retain, maintain and keep available for review, for three (3) years following delivery of the last item under the contract, records of the manufacturer sufficient to constitute proof of origin. These records include the following:

- a. sufficient information to identify the item by type, class, style, grade (including lot or batch number), cast number, the source of the part, and the date and place of manufacture, as appropriate;
- b. the name and description (or other positive identification) of, and the application issue of, the specification, drawing, process and inspection requirements, as appropriate;
- c. records of all inspections and tests carried out, including those carried out on behalf of either the manufacturer or the Contractor;
- d. copies of any Certificate of Conformance or Certificate of Compliance issued by the manufacturer; and
- e. any other relevant technical data.

6. Approved Source of Supply

An approved source of supply is an organization acceptable to the TAA as a source of approved parts. Examples of TAA approved sources of supply are:

- a. Original Equipment Manufacturers (OEMs);
- b. TAA Authorized Manufacturing Organizations (AMfgOs);
- c. OEM approved distributors;
- d. Transport Canada (TC) and Federal Aviation Administration (FAA) approved parts (PDA & PMA) manufactured;
- e. Aviation Suppliers Association (ASA) accredited distributors;
- f. TC Aircraft Manufacturing Organizations (AMOs);
- g. TAA AMOs; and
- h. FAA certificated repair stations.

Parts distributors that are not accredited or recognized by the TAA may supply replacement parts providing that they provide the required proof of conformance documentation and documentation clearly showing traceability to one of the TAA acceptable parts supply organization as long as they are able to provide the proof of conformance documentation listed in para 4.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

7. Materiel Priority Codes

Based on the urgency of the procurement, all requirements will be submitted with a Materiel Priority Code. These codes are a hierarchal numerical code based on the associated risk of going without the materiel. These codes will determine the operational urgency of each requirement.

Aircraft on the Ground (AOG) - Requested Delivery Date (RDD) is 24 hours after contract award. This priority is reserved for operational requirements for material and/or goods that is required to satisfy High Priority Request (HPR) requirements.

Material Priority Code (MPC) 1 – Operational Critical – RDD is between 1 and 6 days. This priority is reserved for High Priority Requisition (HPR) for materiel that is required to satisfy critical operational requirements that meet the following strict criteria:

- a) The materiel is critically required to ensure uninterrupted performance of an assigned international or domestic mission;
- b) The materiel is required to repair or replace damaged or inoperative major equipment in support of critical operational imperatives; and
- c) The materiel is required to repair or replace minor equipment without which critical major equipment cannot meet mission commitments.

Material Priority Code (MPC) 2 – Essential – RDD is between 7 and 14 days. This MPC is used to designate all materiel requirements that do not meet the criteria for MPC 1 and failure to deliver the materiel by the RDD may significantly impact mission mounting operations, exercises or static operations where maintenance planning and force generation tasks will be significantly affected by the failure to deliver on the requisitioned materiel requirements.

Material Priority Code (MPC) 3 - Routine/System Replenishment/Redistribution – RDD is between 15 and 30 days. This MPC is used for all other requirements that do not conform to MPC 1 and 2 criteria and typically describes the day-to-day static operational and training requirements. It is used for routine sustainment and replenishment both in Canada and overseas.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

8. Standard Procurement Clauses

The information provided in this Article, and the links provided, is for general reference purposes only and should in no circumstance contravene the instructions of the Trade Agreements. The Contracting Authority is responsible for validating the information for each requirement.

The Standard Procurement Clauses and potentially other clauses will form part of subsequent Request for Proposals under the Supply Arrangement (SA) and are available in the Standard Acquisition Clauses and Conditions (SACC) Manual at: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/TABLE/11>.

A9006C - Defence Contract:

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

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

B3000T – Equivalent Products:

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

B1202C - Age Control of Elastomeric Materials:

The Contractor must apply age control for age sensitive elastomeric materials as specified in Canadian Forces specification *CFTO D-05-001-001/SF-000* (refers to Society of Automotive Engineering, Aerospace Recommended Practices for age control of aerospace elastomeric materials) to all aircraft, aircraft components, aircraft accessories and to elastomeric items when the elastomeric items are used in contact with fuel, hydraulic fluid, oil, alcohol, or oxygen, or when the elastomeric items form part of a pneumatic, coolant or any other fluid or gaseous systems. Canada will not accept products that do not comply with the above specification.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

B1204C - Shelf Life:

Option 1:

The Contractor must ensure that item(s) _____ will contain 75 percent of the authorized shelf life as listed in *ISO 2230* at date of delivery to the Department of National Defence.

Option 2:

The Contractor must ensure that item(s) _____ will contain 75 percent of the authorized shelf life as listed in *CFTO D-05-001-001/SF-000* at date of delivery to the Department of National Defence.

B4024T – No Substitute Products:

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

B4047C - Marking of Aircraft Hose Assemblies:

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.

B4060C – Controlled Goods

The Contract involves controlled goods as defined in the Schedule to the [Defence Production Act](#). The Contractor must identify those controlled goods to the Department of National Defence.

D2000C – Marking:

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

D2001C – Labelling:

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.

D2015C - Additional Package Markings – Identical items

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided (to be confirm in the RFP the item number and requirement):

- a) specification number;
- b) manufacturer's name;
- c) drawing number;
- d) batch or lot number;
- e) qualification number;
- f) cure date of rubber components;
- g) data required by the contract or by the commodity specification;
- h) date of manufacture;
- i) date of repair or overhaul;
- j) name of repair or overhaul contractor;
- k) modification status;
- l) serial number; and
- m) expiration date of shelf life.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

D2016C - Additional Package Markings – Different items:

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided (to be confirm in the RFP the item number and requirement):

- a) specification number;
- b) manufacturer's name;
- c) drawing number;
- d) batch or lot number;
- e) qualification number;
- f) cure date of rubber components;
- g) data required by the contract or by the commodity specification;
- h) date of manufacture;
- i) date of repair or overhaul;
- j) name of repair or overhaul contractor;
- k) modification status;
- l) serial number; and
- m) expiration date of shelf life.

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

D2025C - 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-13-01 – Canadian Heat Treated Wood Products Certification Program (HT Program).

D3010C - Delivery of Dangerous Goods/Hazardous Products:

1. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:

- a. shipping container - in accordance with the [Transportation of Dangerous Goods Act](#), 1992, c. 34; and
- b. immediate product container - in accordance with the [Hazardous Products Act](#), R.S., 1985, c. H-3.

2. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:

- a. two hard copies:
 - i. one copy to be enclosed with the shipment, and
 - ii. one copy to be mailed to:
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: DSCO 5-4-2
- b. one copy sent in any electronic format to the following address: MSDS-FS@FORCES.GC.CA.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
4. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

D3013C - Preparation for Delivery - Canadian-based Contractor:

1. Preservation and packaging for items _____ 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.

D3015C - Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance:

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.

D3016C - Preparation for Delivery - Canadian Forces Packaging Specifications:

The Contractor must prepare item(s) _____ for delivery in accordance with the latest issue of the Canadian Forces packaging specifications _____ .

- a. D-LM-008-015/SF-000, Piezoelectric Crystals;
- b. D-LM-008-026/SF-001, Preformed Packing, Gaskets or Seals (rubber natural/synthetic, cork, asbestos or leather);
- c. D-LM-008-027/SF-001, Small Arms Weapons;
- d. D-LM-008-030/SF-001, Hose, Rubber, Plastic, Fabric or Metal (including tubing) and Fittings, Nozzles and Strainers;
- e. D-LM-008-033/SF-000, Maritime Bearings, Matched Sets;
- f. D-LM-008-035/SF-001, Electrostatic Discharge Protective Packaging - Electronic Parts, Assemblies and Equipment;
- g. D-LM-008-037/SF-000, Antifriction Bearings (other than instrument precision bearings).

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

D3018C - Packaging Requirement using Specification D-LM-008-036/SF-000:

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

The Contractor must package item number(s) _____ in quantities of _____ (to be insert at RFP) by package.

D3019C - Preparation for Delivery - United States-based Contractor:

1. Preservation and packaging for items _____ must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-129.
2. Packaging data forms previously approved by U.S. authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

D5510C - Quality assurance authority (Department of National Defence): Canadian-based contractor:

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
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

Within 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 514-732-4401 or 514-732-4477
- Quebec - Quebec City 418-694-5996
- National Capital Region - Ottawa 819-939-8605 or 819-939-8608
- 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.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

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 years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

D5515C - Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor:

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.

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.

D5540C - ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q):

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

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

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

Assistance for Government Quality Assurance (GQA)

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

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

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

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"*.

D5545C - ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C):

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2008 "Quality management systems - Requirements."*

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 drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

D5580C - Civil Aircraft Inspection (Quality Assurance Code J):

The Contractor must inspect the Work described in the Contract in compliance with the requirements of the U.S. Federal Aviation Administration (FAA) and/or the Canadian Department of Transport (DOT) civil aircraft regulations. The Work is subject to verification by the Department of National Defence at destination. Proof of inspection must accompany each shipment.

The material must be released for shipment to the consignee(s) using properly completed FAA or DOT approved inspection documents. The completed inspection document(s) must be attached to, or enclosed with, each shipment, as applicable, in compliance with FAA/DOT regulations.

D5604C - Release Documents (Department of National Defence) - Foreign-based Contractor:

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

D5605C - Release Documents (Department of National Defence) - United States-based Contractor:

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).

D5606C - Release Documents (Department of National Defence) - Canadian-based Contractor:

2017-11-28: Text revised to replace the term "Canadian Forces Supply System Upgrade" with "Defence Supply Chain". Some elements of the Canada.ca Content Style Guide were also incorporated.

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.

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence – Aviation Replacement Parts

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 Defence Supply Chain, use forms DND 2227/DND 2228 in lieu of DND form CF 1280.

D5620C - 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: _____*
- 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 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.*

NOTE: For into-plane refuelling contracts b, c and d above are not required.

D6010C – Palletization:

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.

**REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
DEPARTMENT OF NATIONAL DEFENCE – AVIATION REPLACEMENT PARTS**

ANNEX A - ATTACHMENT A1 – GOODS AND SERVICES IDENTIFICATION NUMBER (GSIN)

<u>15</u>	Aircraft and Airframe Structural Components
<u>16</u>	Aircraft Components and Accessories
<u>17</u>	Aircraft Launching, Landing, and Ground Handling Equipment
<u>26</u>	Tires and Tubes
<u>28</u>	Engines, Turbines and Components
<u>29</u>	Engine Accessories
<u>31</u>	Bearings
<u>47</u>	Pipe, Tubing, Hose and Fittings
<u>48</u>	Valves
<u>53</u>	Hardware and Abrasives
<u>58</u>	Communication, Detection, and Coherent Radiation Equipment
<u>59</u>	Electrical and Electronic Equipment Components

NOTE: DND reserves the right to modify the list of GSINs without notice.

REQUEST FOR SUPPLY ARRANGEMENT - W8485-184741/A
 Department of National Defence – Aviation Replacement Parts

ANNEX A - ATTACHMENT A2. - PERIODIC USAGE REPORT

YEAR ____ - Quarter ____				
From ____ to ____				
Date	Contract #	Items #	Contract Amount CAD (taxes included if applicable)	Contract Amount USD (taxes included if applicable)
		0	\$0.00	\$0.00

If no goods are provided during the given period, you must still provide a NIL report. Also, please provide the requested information below.

Name of the company: _____

Procurement Business Number: _____

Supply Arrangement #: _____

Signature: _____

Date: _____

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence - Aviation Replacement Parts

ANNEX B – BIDDER’S PROPOSAL

Annex B - Bidder’s Proposal is comprised of the following documents:

Annex B - Table 1: Company identification

Annex B - Table 2: Compliance Matrix

Annex B - Attachment **B1: Mandatory Technical Criteria**

Mandatory Criteria #1 – Company Category

Mandatory Criteria #2 – Aircraft Fleet

Mandatory Criteria #3 – Controlled Good Program

Mandatory Criteria #4 – Procurement Business Number

Annex B - Attachment **B2: Technical Evaluation Criteria**

Technical Criteria #1 - Aircraft on the Ground (AOG) Procedures

Technical Criteria #2 - Company Profile

Annex B – Attachment **B3: Certifications**

Certification - Form 1 - Integrity Declaration Form

Certification - Form 2 - List of names for integrity verification form

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence - Aviation Replacement Parts

ANNEX B - TABLE 1 – Company Identification

REQUEST FOR SUPPLY ARRANGEMENT NUMBER: W8485-184741/A	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes	Name
	Title
	Address
	Telephone
	Facsimile
	Email
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire Request for Supply Arrangement (RFSA) including the documents incorporated by reference into the RFSA and I certify that:</p> <ol style="list-style-type: none"> 1. All the information provided in the bid is complete, true and accurate; 2. If the Bidder is awarded a Supply Arrangement, it will accept all the terms and conditions set out in the resulting contract clauses included in the RFSA; and 3. I confirm that I have fulfilled, signed and provided the first page of the RFSA. 	
Signature of Authorized Representative of Bidder	
Date	

REQUEST FOR SUPPLY ARRANGEMENT – W8485-184741/A
Department of National Defence - Aviation Replacement Parts

ANNEX B - TABLE 2 – Compliance Matrix

Annex B - Bidder's proposal	Completed, Comply and provided with the bid.
Table 1 – Company Identification	
Table 2 – Compliance Matrix	
B1. Mandatory Technical Requirement	
Attachment B1. Mandatory Criteria #1 – Company Category	
Attachment B1. Mandatory Criteria #2 – Aircraft Fleet	
Attachment B1. Mandatory Criteria #3 – Controlled Good Program	
Attachment B1. Mandatory Criteria #4 – Procurement Business Number	

B2. Technical Evaluation Criteria	
Attachment B2. Technical Criteria #1 - Aircraft on the Ground Procedures	
Attachment B2. Technical Criteria #2 - Company Profile	
B3. Certifications	
Attachment B3. Certification - Form 1 – Integrity Declaration Form	
Attachment B3. Certification - Form 2 – List of Name for Integrity verification Form	

Request for Supply Arrangement – W8485-184741/A

Department of National Defence – Aviation Replacement Parts

ANNEX B - ATTACHMENT B1 – MANDATORY TECHNICAL CRITERIA

MANDATORY CRITERIA # 1 – COMPANY CATEGORY

To be considered responsive for this Supply Arrangement (SA), suppliers must qualify in at least one (1) of the following categories. Suppliers must indicate under which category their company qualify and provide, with their bid, documentation to support their statement.

CATEGORY	DESCRIPTION	NO	YES	SUPPORT DOCUMENT(S)
a	Original Equipment Manufacturers (OEMs).			
b	Technical Airworthiness Authority (TAA) Authorized Manufacturing Organizations (AMfgOs).			
c	OEM approved distributor.			
d	Transport Canada (TC) and Federal Aviation Administration (FAA) approved parts (PDA & PMA) manufacturer.			
e	Aviation Suppliers Association (ASA) accredited distributors.			
f	TC Aircraft Manufacturing Organizations (AMOs).			
g	Retailers or resellers who have obtained a minimum of three contracts including at least one for a government client (federal, provincial, municipal, Crown corporation) within the last five years of the closing date of this RFSA.			
h	Technical Airworthiness Authority (TAA) Aircraft Maintenance Organizations (AMOs).			
i	Federal Aviation Administration (FAA) certified repair stations.			

Name of the company: _____

Signature: _____

Date: _____

Request for Supply Arrangement – W8485-184741/A
Department of National Defence – Aircraft Spare Parts

ANNEX B - ATTACHMENT B1 – MANDATORY TECHNICAL CRITERIA

MANDATORY CRITERIA # 2 – AIRCRAFT FLEET

Suppliers must be capable to supply aircraft spare parts to at least one fleet to qualify. Please identify which aircraft fleet can be support and the related sub-systems and/or categories.

() CC 138 Twin Otter DHC6

() CC115 Buffalo DHC5

GSIN CODE	CC138 Twin Otter DHC6	YES, we can supply this commodity
<u>15</u>	Aircraft and Airframe Structural Components	
<u>16</u>	Aircraft Components and Accessories	
<u>17</u>	Aircraft Launching, Landing, and Ground Handling Equipment	
<u>26</u>	Tires and Tubes	
<u>28</u>	Engines, Turbines and Components	
<u>29</u>	Engine Accessories	
<u>31</u>	Bearings	
<u>47</u>	Pipe, Tubing, Hose and Fittings	
<u>48</u>	Valves	
<u>53</u>	Hardware and Abrasives	
<u>58</u>	Communication, Detection, and Coherent Radiation Equipment	
<u>59</u>	Electrical and Electronic Equipment Components	

GSIN CODE	CC115 Buffalo DHC5	YES, we can supply this commodity
<u>15</u>	Aircraft and Airframe Structural Components	
<u>16</u>	Aircraft Components and Accessories	
<u>17</u>	Aircraft Launching, Landing, and Ground Handling Equipment	
<u>26</u>	Tires and Tubes	
<u>28</u>	Engines, Turbines and Components	
<u>29</u>	Engine Accessories	
<u>31</u>	Bearings	
<u>47</u>	Pipe, Tubing, Hose and Fittings	
<u>48</u>	Valves	
<u>53</u>	Hardware and Abrasives	
<u>58</u>	Communication, Detection, and Coherent Radiation Equipment	
<u>59</u>	Electrical and Electronic Equipment Components	

Name of the company: _____

Signature: _____

Date: _____

Request for Supply Arrangement – W8485-184741/A
Department of National Defence – Aircraft Spare Parts

ANNEX B - ATTACHMENT B1 – MANDATORY TECHNICAL CRITERIA

MANDATORY CRITERIA # 3 – CONTROLLED GOODS PROGRAM

To be considered responsive for this Supply Arrangement (SA), suppliers must be registered in the Controlled Goods Program and have a valid Certificate of Registration to the Controlled Goods Program. Suppliers must provide, with their bid but may be submitted afterwards, a copy of their Certificate issued by Public Services and Procurement Canada (PSPC). The certificate is required to be awarded a SA.

Controlled Goods Program

The Controlled Goods Program (CGP) is a security program that is implemented by Public Services and Procurement Canada (PSPC). The CGP establishes a more stringent security regime governing the examination, possession or transfer of controlled goods. The regulations support the implementation of the program for business/enterprises in the Canadian defence, aerospace and satellite sectors. The regulations also establish criteria that will be used by PSPC officials administering the Controlled Goods Directorate to determine whether to approve or deny an application for registration or an application for exemption from registration. In addition, the regulations prescribe appropriate sanctions for any violation of the conditions associated with registration or exemption from registration.

As a result of this RFSA, subsequent resulting Request for Proposals (RFP) might 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.

- The supplier certifies being registered in the Controlled Goods Program of PSPC and provides, with its bid, a valid Certificate of Registration.
- Certificate not available at this time.

Name of the company: _____

Signature: _____ **Date:** _____

Request for Supply Arrangement – W8485-184741/A
Department of National Defence – Aircraft Spare Parts

ANNEX B - ATTACHMENT B1 – MANDATORY TECHNICAL CRITERIA

MANDATORY CRITERIA #4 – PROCUREMENT BUSINESS NUMBER (PBN)

To be considered responsive for this Supply Arrangement (SA), suppliers must have a Procurement Business Number (PBN) before issuance of a supply arrangement. Suppliers must provide, with their bid but may be submitted afterwards, their PBN.

Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.

Suppliers may register for a PBN on line at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

() The supplier Procurement Business Number is: _____

Legal name of the Bidder: _____

() The supplier will provide the Procurement Business Number prior issuance of Supply Arrangement.

Name of the company: _____

Signature: _____ **Date:** _____



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Annex B - Attachment B3. Certification - Form 1 - Integrity Declaration Form

An Integrity Declaration Form must be submitted **only** when:

1. the supplier, one of its affiliates¹ or a proposed first-tier subcontractor² has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the [Ineligibility and Suspension Policy](#) (the "Policy"); and/or
2. the supplier is unable to provide any of the certifications required by the [Integrity Clauses](#).

Instructions for Submitting an Integrity Declaration Form

1. Please complete the Integrity Declaration Form by providing the information requested in the table, below. Put the completed Form in a sealed envelope labeled, "Protected B," and addressed to:

Integrity, Departmental Oversight Branch
Public Services and Procurement Canada
11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1 – room 105
Gatineau (Québec), Canada K1A 0S5

2. Include the sealed envelope with your bid submission, offer or lease.

¹ Please refer to the Policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

² The term "first-tier subcontractor" is defined in section 16(a) of the Policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

SECTION 1: SUPPLIER INFORMATION

Supplier's legal name:	
Supplier's address:	
Supplier's procurement business number (PBN):	
Lease or solicitation number:	
Date of bid, offer submission date or closing date of Invitation to Offer: (YYYY-MM-DD)	

SECTION 2: FOREIGN CRIMINAL OFFENCES

If applicable, please provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to yourself, your affiliates and your proposed first-tier subcontractors that, to the best of your knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions received in the past three years, including the information below, in a separate document under the heading **Foreign Criminal Offences**, to be included with this Form.

Name of party with charge or conviction	
Relationship of party to supplier	
Foreign country and jurisdiction where charge/conviction occurred	
Specify whether charge or conviction	
Section number and law under which charge/conviction occurred	
Date of charge/conviction (YYYY-MM-DD)	
Domestic offence that may be similar	
Additional Comments:	

Additional charges/convictions are identified in a separate document included with this Form:

Yes No **SECTION 3: INABILITY TO PROVIDE A CERTIFICATE****A. INABILITY TO CERTIFY AS TO FOREIGN CRIMINAL CHARGES AND CONVICTIONS**

If you are unable to certify that you have provided the required list of all foreign criminal charges and convictions received in the past three years, you must explain why. The explanation should be provided in a separate document under the heading Inability to Certify as to Foreign Criminal Charges and Convictions, to be included with this Form. PWGSC may request additional information from you.

An explanation regarding foreign criminal charges and convictions received in the past three years is provided in a separate document included with this Form: Yes No

B. INABILITY TO CERTIFY AS TO DOMESTIC CRIMINAL OFFENCES AND OTHER CIRCUMSTANCES

If a criminal offence or other circumstance described in the Policy applies to you, one of your affiliates or a proposed first-tier subcontractor, you must identify that offence or circumstance, below. By marking a box beside an offence, you are acknowledging that the identified party, be it you, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence in the past three years. In the row titled Comments, you must identify the affected party by name and specify how the particular offence you have identified applies to the named party.

Offence	Supplier	Affiliate	Subcontractor
<i>Financial Administration Act</i>			
80(1)(d): False entry, certificate or return	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
80(2): Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Criminal Code</i>			
121: Frauds on the government and contractor subscribing to election fund	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
124: Selling or purchasing office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
380: Fraud – committed against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Criminal Code</i>			
119: Bribery of judicial officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
120: Bribery of officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
346: Extortion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
366: Forgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

367:	Punishment for forgery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
368:	Use, trafficking or possession of a forged document	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382:	Fraudulent manipulation of stock exchange transactions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
382.1:	Prohibited insider trading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
397:	Falsification of books and documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
422:	Criminal breach of contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
426:	Secret commissions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
462.31:	Laundering proceeds of crime	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.11:	Participation in activities of criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.12:	Commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
467.13:	Instructing commission of offence for criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Competition Act				
45:	Conspiracies, agreements or arrangements between competitors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46:	Foreign directives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47:	Bid rigging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49:	Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52:	False or misleading representation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
53:	Deceptive notice of winning a prize	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Corruption of Foreign Public Officials Act				
3:	Bribing a foreign public official	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4:	Accounting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5:	Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Controlled Drugs and Substances Act				
5:	Trafficking in substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6:	Importing and exporting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7:	Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lobbying Act				
Registration of Lobbyists				
5:	Consultant Lobbyists	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7:	In-house Lobbyists (Corporations and Organizations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Income Tax Act				

239: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excise Tax Act 327: False or deceptive statements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Circumstances (Specify):			
Comments:			

C. INABILITY TO CERTIFY AS TO A DETERMINATION OF INELIGIBILITY OR SUSPENSION

If you are aware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor, you should explain the circumstances of your participation in the competitive process. With respect to an ineligible or suspended subcontractor, then you should include a copy of the written consent to propose the ineligible or suspended subcontractor.

If you are otherwise unable to certify that you are unaware of a determination of ineligibility or suspension with respect to yourself, one of your affiliates or a proposed first-tier subcontractor you must explain why.

All required explanations should be provided in a separate document under the heading Inability to Certify as to a Determination of Ineligibility or Suspension, to be included with this Form. PWGSC may request additional information from the supplier.

An explanation regarding a determination of ineligibility or suspension is provided in a separate document included with this Form: Yes No

Declaration

I, (name) _____, (position) _____, of (supplier's name) _____ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that a false or misleading certification or declaration will result in my proposal or offer being deemed non-responsive. I am also aware that Canada may terminate a contract or real property agreement for default when a supplier has provided a false or

Protected B *when completed*

misleading certification or declaration and, further to the Policy, the supplier will be ineligible for award of a contract or real property agreement for 10 years.

Signature

With Thanks

We appreciate your interest in doing business with the Government of Canada and your understanding of the additional steps that must be taken to protect the integrity of Canada's procurement and real property processes.

Guidance Document for the Declaration Form

This Integrity Declaration Form (the “Form”) is for use by bidders in procurement processes and by vendors, purchasers, tenants and lessors in real property transactions. In this Form, the term “supplier” includes bidders, vendors, purchasers, tenants and lessors. The term “party” is used in this Form to include suppliers, affiliates and first-tier subcontractors.

The Integrity Clauses contained in instruments involved in procurement processes and real property transactions (the “Integrity Clauses”) require a supplier to submit an Integrity Declaration Form in two circumstances:

1. when the supplier, one of its affiliates³ or a proposed first-tier subcontractor⁴ has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the listed offences in the *Ineligibility and Suspension Policy* (the “Policy”); and
2. when the supplier is unable to provide any of the certifications required by the Integrity Clauses.

An Integrity Declaration Form must be submitted only when one or both of these circumstances apply to the supplier. When no Form is submitted, it will be understood to mean that neither of these two circumstances apply to the supplier.

A supplier that provides a false or misleading certification or declaration will have its proposal or offer deemed non-responsive. Canada may also terminate a contract or real property agreement for default in such circumstances. Moreover, further to the Policy, a supplier will be ineligible for award of a contract or real property agreement for 10 years.

1. Foreign Criminal Offences

The Policy provides, among other things, that a supplier may be ineligible for award of a contract or real property agreement when the supplier or one of its affiliates has, in the past three years, been convicted of an offence listed in the Policy or of a similar offence in a foreign jurisdiction. The Integrity Clauses require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The domestic offences listed in the Policy, including their section numbers, are identified in section B of this form, under the heading **Inability to Certify as to Domestic Criminal Offences and Other Circumstances**. PWGSC determines whether a foreign offence and

³ Please refer to the Policy for the definition of affiliate. An affiliate of a business entity includes persons, such as the senior officers of the business entity, and associated entities such as parent companies and subsidiaries.

⁴ The term “first-tier subcontractor” is defined in section 16(a) of the Policy. A proposed first-tier subcontractor is a first-tier subcontractor that is identified by name in a bid submission, offer, lease, etc. by a supplier in a procurement process or real property transaction.

an offence listed in the Policy are similar. PWGSC may seek additional information from a supplier for purposes of making this determination.

If there is more than one potentially similar foreign charge or conviction, please identify all additional charges and convictions, including all necessary information, in a separate document under the heading **Foreign Criminal Offences**, to be included with this Form.

2. Inability to Provide a Certificate

The Integrity Clauses provide that, by submitting a bid or offer, a supplier is certifying to the truth of six statements. Generally speaking, a supplier is certifying that:

1. it has read and understands the Policy, including that it may be declared ineligible to enter into a contract or real property agreement with Canada in certain circumstances;
2. none of those circumstances that will or may result in the supplier being ineligible to enter, or suspended from entering, a contract or real property agreement apply to it; and
3. it has provide a complete list of all foreign criminal charges and convictions received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic offences listed in the Policy.

When a supplier is unable to provide any of the six certifications required by the Integrity Clauses, it must complete and submit this Form with its bid or offer.

A. Inability to Certify as to Foreign Criminal Charges and Convictions

As noted above, the Integrity Clauses require a supplier to provide a complete list of all foreign criminal charges and convictions, received in the past three years, pertaining to itself, its affiliates and its proposed first-tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the domestic criminal offences listed in the Policy. The complete list of foreign criminal charges and convictions, if any, must be submitted using this Form. By submitting a bid or offer, a supplier is certifying that it has provided a complete list of all such foreign criminal charges and convictions, if any.

If a supplier is unable to certify that it has provided the required list of all foreign criminal charges and convictions received in the past three years, it must explain why. The explanation should be provided in a separate document under the heading **Inability to Certify as to Foreign Criminal Charges and Convictions**, to be included with this Form. PWGSC may request additional information from the supplier.

B. Inability to Certify as to Domestic Criminal Offences and Other Circumstances

The Integrity Clauses require a supplier to certify that, in the past three years, none of the domestic criminal offences listed in sections 6(a) to (c) of the Policy, as identified in section 3.B of this form, and other circumstances described in the Policy, that will or may result in a determination of ineligibility or suspension, apply to it, one of its affiliates or a proposed first-tier subcontractor. A criminal offence applies to a party where the party has been charged with, convicted of or pleaded guilty to, the offence in the past three years and has not received a pardon for the offence.⁵ Other circumstances identified in the Policy that will or may result in ineligibility or suspension include entering into a first-tier subcontract with an ineligible or suspended supplier [Policy, s. 6(d)], providing a false or misleading certification or declaration [Policy, s. 6(e)] and breaching a term or condition of an Administrative Agreement with PWGSC [Policy, s. 7(c)].

When a criminal offence or other circumstance described in the Policy, occurring in the past three years, applies to a supplier, one of its affiliates or a proposed first-tier subcontractor, the supplier must identify that offence or circumstance. By marking a box beside an offence, a supplier is acknowledging that in the past three years, the identified party, be it the supplier, an affiliate or a first-tier subcontractor, has been charged with, convicted of or pleaded guilty to, that offence. In the row titled Comments, the supplier must identify the affected party by name and specify how the particular offence it has identified applies to the named party.

C. Inability to Certify as to a Determination of Ineligibility or Suspension

The Integrity Clauses require a supplier to certify that it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it, one of its affiliates or a proposed first-tier subcontractor. The process for determining the status of a party under the Policy is described in section 16(b) of the Policy. When a supplier is unable to provide this certification, it must complete this Form.

Under section 15 of the Policy, titled Public Interest Exception (“PIE”), a contracting authority may enter into a contract or real property agreement with an ineligible or suspended supplier in narrow circumstances if the relevant Deputy Head or equivalent considers that doing so is in the public interest. Subject to receiving a PIE, an ineligible or suspended supplier that participates in a competitive solicitation or real property transaction will be declared non-responsive [Policy, s. 13(c)]. A supplier seeking a PIE in a competitive process would be unable to certify as to the absence of a determination with respect to itself.

Similarly, under section 16(e) of the Policy, a supplier may seek, in advance, the written consent of the relevant Deputy Head or equivalent to propose an ineligible or suspended first-tier subcontractor in a competitive process. Such request should be made through the named contracting or real property authority. A supplier that has obtained, in advance, written consent to use an ineligible or suspended first-tier subcontractor would

⁵ See, Policy, section 8, for information on pardons. A pardon would apply only to a conviction.

be unable to certify as to the absence of a determination with respect to the subcontractor.

It should be noted, however, that a Deputy Head or equivalent cannot provide consent to contract with a supplier that has lost its capacity to contract with Canada, further to subsection 750(3) of the *Criminal Code*. Similarly, consent cannot be provided for a supplier to enter into a first-tier subcontract with a subcontractor that has lost its capacity to receive any benefit under a contract between Canada and any other person, further to subsection 750(3) of the *Criminal Code*.

When a supplier is aware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it should explain the circumstances of its participation in the competitive process. If the supplier is seeking a PIE, it should explain why it is in the public interest to be awarded the contract. With respect to an ineligible or suspended subcontractor, the supplier should include a copy of the written consent to propose the ineligible or suspended subcontractor.

When a supplier is otherwise unable to certify that it is unaware of a determination of ineligibility or suspension with respect to itself, one of its affiliates or a proposed first-tier subcontractor it must explain why.

All required explanations should be provided in a separate document under the heading **Inability to Certify as to a Determination of Ineligibility or Suspension**, to be included with this Form. PWGSC may request additional information from the supplier.



Annex B - Attachment B3. Certification - Form 2

List of names for integrity verification form

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier information

Supplier's legal name:
Organizational structure: <input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor
Supplier's address:
Supplier's procurement business number (optional):
Solicitation or transaction number:



Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm-dd):

List of names

Name	Title

Declaration

I, (name) _____, (position) _____, of (supplier's name) _____ declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Please include with your bid or offer.