



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier**

**Place du Portage , Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Aerospace Spares and Logistics / Pièces de rechange  
aérospatiales et logistiques

11 Laurier St. / 11, rue Laurier

8C1, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> CYLINDER REGULATOR	
<b>Solicitation No. - N° de l'invitation</b> W8485-184799/A	<b>Date</b> 2018-05-17
<b>Client Reference No. - N° de référence du client</b> 6000423712	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BY-275-26827	
<b>File No. - N° de dossier</b> 275by.W8485-184799	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-06-12</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Handa, Shashi	<b>Buyer Id - Id de l'acheteur</b> 275by
<b>Telephone No. - N° de téléphone</b> (873) 469-3842 ( )	<b>FAX No. - N° de FAX</b> (819) 997-0437
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE C.P. 4000 SUCC K MONTREAL Quebec H1N3R9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 1660-00-387-4319 CYLINDER REGULATOR NSCM/CAGE - COF/CAGE: 53655 Part No. - N° de la partie: 9000A2 Quality Assurance No. - N° d'assurance de qualité: "Q"	W1941	WB941	75	Each	\$	\$		See Herein	

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## PART 1 - GENERAL INFORMATION

### 1.1. Security Requirements

There is no security requirement associated with this requirement.

### 1.2. Statement of Requirement

See page(s) detailed line item(s) description of this document.

#### 1.2.1. Note to Bidder

The Manufacturer must be the Original equipment Manufacturer (OEM) or be approved by the OEM to manufacture the subject item(s); or that the proposed manufacturer has previously manufactured the item(s), or provide other information for the Department of National Defence (DND)'s review and acceptance to support the manufacturer's capability. Such information will be required within 48 hours of notification of the bidder or the bidder may supply the information with the bid.

#### 1.2.2. Military Aviation Replacement Parts - Condition & Certification of Deliverables End Items (A0300T, 25/02/2015)

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

##### 1.2.2.1. 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 DND/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).

##### 1.2.2.2. Deliverable End Item Grid

Bidders must indicate the NATO Supply Code for Manufacturers or Commercial and Government Entity (NSCM/CAGE) code of the manufacturing entity under the appropriate category of the grid. For example, if a bidder is offering a Category #1 item(s), it must indicate the NSCM number & Company name under that category as per the example below.

ITEM #	CATEGORY 1 NEW MATERIAL		AIRWORTHINESS DOCUMENTATION
EXAMPLE	COF: ABC12 NOM: TPSGC		
001			

### 1.2.2.3. Requirements for Airworthiness Certification

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

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

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

- a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;

- b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

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

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

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

- a. form TCCA 24-0078, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
- b. FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;
- c. Joint Aviation Authorities (JAA) Form One, Authorized Release Certificate, signed by a JAA authorized inspector, within the two (2) years before contract award;
- d. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or
- e. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
  - i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
  - ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:  
 "I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations".
  - iii. Identification of both the authorized signatory and organization.

3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

### **1.2.3. Military Aviation Replacement Parts - Substitutes and Traceability (A0301T, 25/05/2007)**

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

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

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

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

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

### **SUBSTITUTION NOTICE**

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

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

The Bidder is advised that availability and retention of records of the manufacturer sufficient to constitute proof of origin will be a condition of the resulting Contract. (A0301T, 25/05/2007)

### **1.3. Debriefings**

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

### **1.4. Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1. Standard Instructions, Clauses and Conditions**

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

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

The 2003 (27/04/2017) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2. Submission of Bids**

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

### **2.3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1. Bid Preparation Instructions**

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

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

Section II: Certifications (one (1) hard copies)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

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

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

#### **Section I: Financial Bid**

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

##### **3.1.1. Exchange Rate Fluctuation**

C3010T (27/11/2014), Exchange Rate Fluctuation Risk Mitigation

#### **Section II: Certifications**

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

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

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

##### **3.1.2. Certifications Required with the Bid**

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

###### **3.1.2.1. Integrity Provisions - Declaration of Convicted Offences**

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



### **3.1.3. Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### **3.1.3.1. Integrity Provisions – Required Documentation**

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

#### **3.1.3.2. Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969)).

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1. Evaluation Procedures**

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

#### **4.1.1. Technical Evaluation**

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

##### **4.1.1.1. Mandatory Technical Criteria**

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

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

#### **4.1.2. Financial Evaluation**

The price of the bid will be evaluated as follows:

- a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- b. Foreign based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
- c. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- d. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
- e. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders. (A0222T, 26/06/2014)

### **4.2. Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract. (A0069T, 25/05/2007)

## **PART 5 - RESULTING CONTRACT CLAUSES**

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

### **5.1. Security Requirements**

There is no security requirement applicable to the Contract.

## 5.2. Statement of Requirement

See page(s) detailed line item(s) description of this document.

### 5.2.1. Condition of Material – Contract (B1006C, 26/06/2014)

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

## 5.3. Standard Clauses and Conditions

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

### 5.3.1. General Conditions

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

## 5.4. Term of Contract

### 5.4.1. Delivery Date

All the deliverables must be received on or before \_\_\_\_\_.

### 5.4.2. Complete Delivery

The Contractor shall make the complete delivery as indicated in the item description pages.  
D0005C, (30/11/2007)

### 5.4.3. Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract Incoterms 2000 "DDP Delivered Duty Paid" 25 CFSD Montreal. (D4002C, 25/04/2013)

**OR**

### 5.4.4. Shipping Instructions (DND) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Centre by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.  
Inbound Logistics Coordination Centre (ILCC):  
Telephone: 1-877-447-7701 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: ILHQOttawa@forces.gc.ca
3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
  - a. the Contract number;
  - b. consignee address (if multiple addresses, items must be packaged and labelled separately with each consignee address);
  - c. description of each item;
  - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
  - e. actual weight and dimensions of each piece type, including gross weight;

- f. copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1, Canada Customs Invoice;
  - g. Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
  - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, Section 2) for the U.S. and Mexico only;
  - i. Full details of dangerous material as required for the applicable mode of transportation, signed Certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
  5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
  6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfil reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
  7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later. (Revised D0035C, 17/08/2017)

**5.4.5.** SACC Manual clause D6010C (30/11/2007) Palletization

**5.4.6.** SACC Manual clause D2025C (17/08/2017) Wood Packaging Materials

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

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

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

**5.4.8. Delivery Appointments**

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

25 CFSD Montreal, Quebec

Tel: (514) 252-2777 ext. 2363

Fax: (514) 252-2568

**5.4.9 Marking (D2000C, 30/11/07)**

**5.5. SACC Manual Clauses**

**5.5.1.** SACC Manual clause D0050C (25/05/2007) End User Certificate

**5.5.2.** SACC Manual clause D2001C (30/11/2007) Labelling

**5.5.3.** SACC Manual clause D3015C (25/09/2014) Dangerous Goods/Hazardous Products - Labelling and Packaging Compliance

- 5.5.4. SACC Manual clause D5510C (17/08/2017) Quality Assurance Authority - Canadian Based Contractor
- 5.5.5. SACC Manual clause D5515C (11/01/2010) Quality Assurance Authority (DND) - Foreign-based /United States Contractor
- 5.5.6. SACC Manual clause D5540C (16/08/2010) ISO 9001:2008 Quality Management Systems - Requirements (QAC Q) – item 1.
- 5.5.7. SACC Manual clause D5606C (28/11/2017) Release Documents - DND - Canadian Contractors
- 5.5.8. SACC Manual clause D5605C (11/01/2010) Release Documents - DND - US Contractor

**5.5.9. Release Documents – Distribution (D5620C, 16/07/2012)**

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: DAP 2-2-4**
- 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](mailto:ContractAdmin.DQA@forces.gc.ca).

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

**5.5.10. SACC Manual clause D9002C (30/11/2007) Incomplete Assemblies**

**5.5.11. Military Aviation Replacement Parts - Airworthiness Documentation (D9010C, 25/02/2015)**

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

OEM Certificate of Conformance and Packing Slip

**5.6. Authorities**

**5.6.1. Contracting Authority**

The Contracting Authority for the Contract is:

**Shashi Handa**

Public Services and Procurement Canada, Acquisitions Branch  
Land and Air Equipment Procurement and Support Sector  
8C1, Place du Portage, Phase III, 11 Laurier Street, Gatineau, Québec  
Telephone: (873) 469-3842 Facsimile: (819) 997-0437  
E-mail address: [Shashi.handa@tpsgc-pwgsc.gc.ca](mailto:Shashi.handa@tpsgc-pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

**5.6.2. Contractor's Representative**

Name and telephone number of the person responsible for:

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

## 5.7. Payment

### 5.7.1. Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the item description page(s) of this Contract. Customs duties are extra, if applicable and payable by the consignee and Applicable Taxes are Extra, if applicable and payable by the consignee.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work. (C0207C, 25/04/2013)

### 5.7.2. Limitation of Price

SACC Manual clause C6000C (17/08/2017) Limitation of Price

5.7.2.1 SACC Manual clause H1001C (12/05/2008) Multiple Payments

### 5.7.3. SACC Manual Clauses

5.7.3.1. C0101C (11/01/2010) Discretionary Audit

5.7.3.2. C2000C (30/11/2007) Taxes - Foreign-Based Contractors

5.7.3.3. C2605C (12/05/2008) Canadian Customs Duties and Sales Tax - Foreign-based Contractor

5.7.3.4. C2608C (25/02/2015) Canadian Customs Documentation

5.7.3.5. C2610C (30/11/2007) Customs Duties - Department of National Defence - Importer

5.7.3.6. C2801C (17/08/2017) Priority Rating - Canadian based Contractors

5.7.3.7. C2800C (28/01/2013) Priority Rating - Foreign-based Contractor

5.7.3.8. G1005C (28/01/2016) Insurance – No Specific Requirement

### 5.7.4. Exchange Rate Fluctuation Adjustment (C3015C, 17/08/2017)

## 5.8. Invoicing Instructions

### 5.8.1. Invoice Distribution

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

a) The original and one copy to - Consignee

b) One (1) copy BY EMAIL to:

**UPON DELIVERY, please send via EMAIL copy of INVOICE and SHIPPING DETAILS to:  
Shashi.handa@tpsgc-pwgsc.gc.ca**

#### **OR BY MAIL TO:**

Public Services and Procurement Canada  
Land and Aerospace Equipment Procurement and Support Sector  
Aircraft Spares and Logistic Division, BY Division, 8C1 Place du Portage Phase III,  
11 Laurier Street, Gatineau, Quebec K1A 0S5

**Attention: Shashi Handa**

**OR BY FAX TO: (819) 997-0437, Attention: Shashi Handa**

c) One (1) copy to:

National Defence Headquarters, MGEN George R. Pearkes Building  
101 Colonel BY Drive, Ottawa, ON K1A 0K2

**Attention: DAP 2-2-4**

- b. Canada will only make payment upon receipt of a satisfactory invoice duly supported by specified release documents and any other documents called for under the Contract.
- c. The Contractor shall not submit an invoice prior to shipment of the items to which it relates. (H5001C, 12/12/2008 as amended)

## 5.9. Certifications and Additional Information

### 5.9.1. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 5.9.2. Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 5.10. Priority of Documents

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

- a. the Articles of Agreement;
- b. the general conditions;
- c. Line Item Description pages;
- d. the Contractor's bid.

## 5.11. SACC Manual Clauses

5.11.1 A9006C (16/07/2012) - Defence Contract

5.11.2 B1202C (25/05/2007) Age Control of Elastomeric Material

5.11.3 B4047C (25/05/2007) Marking of Aircraft Hose Assembly

5.11.4 A0301C (25/05/2007) Military Aviation Replacement Parts - Maintenance of Records