



**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**

<b>Title - Sujet</b> AIRCRAFT TEST EQUIPMENT	
<b>Solicitation No. - N° de l'invitation</b> T8493-180019/A	<b>Date</b> 2018-09-24
<b>Client Reference No. - N° de référence du client</b> T8493-180019	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAG-004-27000	
<b>File No. - N° de dossier</b> 004cag.T8493-180019	<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 2018-11-06</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bootsma, Lena	<b>Buyer Id - Id de l'acheteur</b> 004cag
<b>Telephone No. - N° de téléphone</b> (873) 469-3864 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF TRANSPORT 200 COMET PRIVATE AIRCRAFT SERVICES OTTAWA Ontario K1V9B2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Civilian Aircraft Division/Division des Avions Civils  
Portage III 8C1 - 50

11 Laurier St./11 rue Laurier

Gatineau

Québec

K1A 0S5

<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 REQUIREMENT .....	2
1.2 DEBRIEFINGS .....	3
1.3 TRADE AGREEMENTS .....	3
1.4 EPOST CONNECT SERVICE .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS.....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	9
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>10</b>
6.1 SECURITY REQUIREMENTS .....	10
6.2 REQUIREMENT - CONTRACT.....	10
6.3 STANDARD CLAUSES AND CONDITIONS.....	10
6.4 TERM OF CONTRACT .....	11
6.5 AUTHORITIES .....	11
6.6 PAYMENT .....	12
6.7 INVOICING INSTRUCTIONS .....	12
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.9 APPLICABLE LAWS.....	13
6.10 PRIORITY OF DOCUMENTS .....	13
<b>ANNEX "A" .....</b>	<b>14</b>
<b>REQUIREMENT &amp; BASIS OF PAYMENT .....</b>	<b>14</b>

---

## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Article 6.2 of the resulting contract clauses.

#### **1.1.1 Condition of Material**

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

#### **1.1.2 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.

#### **1.1.3 Best Delivery Date - Bid**

While delivery is requested by 3 weeks from contract award, the best delivery that could be offered is \_\_\_\_\_.

#### **1.1.4 Bidder's Shipping Facility**

The Bidder must provide the address of its' shipping facility:

Name: \_\_\_\_\_

Street and Number: \_\_\_\_\_ -

City: \_\_\_\_\_ --

State/Province: \_\_\_\_\_ -

Country: \_\_\_\_\_

## 1.2 Debriefings

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

## 1.3 Trade Agreements

The requirement is subject to the provisions of the 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).

## 1.4 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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

The 2003 standard instructions is amended as follows:

- section 05, entitled Submission of bids, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17."
  - paragraph 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
  - paragraph 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, and return address, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- section 06, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07. For late bids submitted using means other than the Canada

---

Post Corporation's epost Connect service, the physical bid will be returned. For bids submitted electronically the late bid will be deleted. As an example, bids submitted using Canada Post Corporation's epost Connect service, an epost Connect conversation initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late bid will be deleted. Records will be kept documenting the transaction history of all late bids submitted using epost Connect."

- section 07, entitled Delayed bids, is amended as follows:
  - subsection 1 is deleted and replaced as follows:
    1. A bid delivered to the specified Bid Receiving Unit after the solicitation closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.
      - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
        - i. a CPC cancellation date stamp;
        - ii. a CPC Priority Courier bill of lading;
        - iii. a CPC Xpresspost label;
  - that clearly indicates that the bid was sent before the solicitation closing date.
    - b. The only piece of evidence relating to a delay in the epost Connect service provided by CPC system that is acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the bid was sent before the solicitation closing date and time.
- section 08, Transmission by facsimile, is deleted entirely and replaced by the following:

"Transmission by facsimile or by epost Connect

  1. Facsimile
    - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile.
      - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation.
      - ii. PWGSC regional offices: The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
    - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
      - i. receipt of garbled, corrupted or incomplete bid;
      - 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 bid;
      - v. failure of the Bidder to properly identify the bid;
      - vi. illegibility of the bid; or
      - vii. security of bid data.
    - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
  2. epost Connect
    - a. Unless specified otherwise in the bid solicitation, bids 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](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)):

- i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca), or, if applicable, the email address identified in the bid solicitation.
    - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
  - b. To submit a bid using epost Connect service, the Bidder must either:
    - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
    - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the bid solicitation 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 Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the epost Connect conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
  - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
  - e. The bid solicitation number should 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 bidder not have a Canadian address, they may use the Bid Receiving Unit address specified in of the solicitation in order to register for the epost Connect service.
  - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete bid;
    - 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 bid;
    - v. failure of the Bidder to properly identify the bid;
    - vi. illegibility of the bid;
    - vii. security of bid data; or
    - viii. inability to create an electronic conversation through the epost Connect service.
  - h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05."

## 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 in the bid solicitation.

## 2.3 Enquiries - Bid Solicitation

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

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

## 2.4 Applicable Laws

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)  
Section II: Financial Bid (2 hard copies)  
Section III: Certifications (1 hard copy)

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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: Technical Bid**

In their technical bid, Bidders should address Article 1.1, Requirement, and its' sub-articles.

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex A, Requirement & Basis of Payment, and the following:

- 1. In the line item provided, Bidders must submit firm prices for all items listed in Annex A, in Canadian Currency, Canadian custom duties and excise taxes included, Applicable taxes excluded, FOB Destination.
- 2. In the line item provided:
  - a) Canadian-based bidders must submit firm prices for all items listed in Annex A, in Canadian Currency, Canadian customs duties and excise taxes included, and Applicable Taxes excluded, FOB their plant or shipping point.
  - b) Foreign-based bidders must submit firm prices for all items listed in Annex A, in Canadian Currency, Canadian customs duties, excise taxes and Applicable Taxes excluded, FOB their plant or shipping point.
  - c) For the purposes 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.

### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## **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**

Bids must comply with Article 1.1., Requirement, and its' sub-articles or the bid will be declared non-responsive.

#### **4.1.2 Financial Evaluation**

Bidders must submit their financial bid in accordance with Part 3, Section II, Financial Bid, or the bid will be declared non-responsive.

The evaluated price will be calculated as follows:

- (a) The price of the bid is the Total Cost as calculated in Annex A.

Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

### **4.2 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.

Canada anticipates one (1) contract will result from this solicitation.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

## 5.1 Certifications Required with the Bid

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

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid 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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Requirement - Contract**

The Contractor must provide the items detailed under the "Requirement & Basis of Payment" at Annex "A".

#### **6.2.2 Condition of Material – Contract**

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.

#### **6.2.3 Shipping Instructions**

*(to be inserted at Contract Award)*

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

Delivered Duty Paid (DDP) destination specified in the Contract Incoterms 2000 for shipments from a commercial contractor.

**OR**

FCA Free Carrier Contractor's shipping facility Incoterms 2000 for shipments from a commercial contractor.

Please ship via the following:

Carrier: \_\_\_\_\_

Account # \_\_\_\_\_

#### **6.2.4 Incomplete Assemblies**

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

### **6.3 Standard Clauses and Conditions**

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

Solicitation No. - N° de l'invitation  
T8493-180019/A  
Client Ref. No. - N° de réf. du client  
T8493-180019

Amd. No. - N° de la modif.  
File No. - N° du dossier  
004cag.T8493-180019

Buyer ID - Id de l'acheteur  
004cag  
CCC No./N° CCC - FMS No./N° VME

---

### 6.3.1 General Conditions

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

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_. **(to be inserted at Contract Award)**

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lena Bootsma  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Aerospace Equipment Program Directorate  
Portage III 8C1-45  
11 Laurier Street, Gatineau, Quebec, K1A 0S5

Telephone: 873-469-3864  
E-mail address: lena.bootsma@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.

#### 6.5.2 Technical Authority

The Technical Authority for the Contract is:  
**(to be inserted at Contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_  
E-mail address: \_\_\_\_\_

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

#### 6.5.3 Contractor's Representative

Solicitation No. - N° de l'invitation  
T8493-180019/A  
Client Ref. No. - N° de réf. du client  
T8493-180019

Amd. No. - N° de la modif.  
File No. - N° du dossier  
004cag.T8493-180019

Buyer ID - Id de l'acheteur  
004cag  
CCC No./N° CCC - FMS No./N° VME

---

**(to be inserted at Contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 Payment**

**6.6.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex A for a cost of \$ \_\_\_\_\_ CAD **(to be inserted at contract award)**. Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption" at contract award*) and Applicable Taxes are extra.

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

**6.6.2 SACC (as applicable)**

C2000C (2007-11-30) Taxes – Foreign-based Contractor  
C2605C (2008-05-12) Canadian Customs Duties and Sales Tax – Foreign-based Contractor

**6.6.2 Method of Payment**

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

**6.7 Invoicing Instructions**

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

Solicitation No. - N° de l'invitation  
T8493-180019/A  
Client Ref. No. - N° de réf. du client  
T8493-180019

Amd. No. - N° de la modif.  
File No. - N° du dossier  
004cag.T8493-180019

Buyer ID - Id de l'acheteur  
004cag  
CCC No./N° CCC - FMS No./N° VME

---

## **6.8 Certifications and Additional Information**

### **6.8.1 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.

### **6.9 Applicable Laws**

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

### **6.10 Priority of Documents**

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

- a. the Articles of Agreement;
- b. the general conditions [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity);
- c. Annex A, Requirement & Basis of Payment;
- d. the Contractor's bid dated \_\_\_\_\_

**ANNEX "A"**

**REQUIREMENT & BASIS OF PAYMENT**

**Financial Bid**

1. In the line item provided (column b), Bidders must submit firm prices for all items listed in Annex A, in Canadian Currency, Canadian custom duties and excise taxes included, Applicable taxes excluded, FOB Destination.
2. In the line item provided (column e):
  - a) Canadian-based bidders must submit firm prices for all items listed in Annex A, in Canadian Currency, Canadian customs duties and excise taxes included, and Applicable Taxes excluded, FOB their plant or shipping point.
  - b) Foreign-based bidders must submit firm prices for all items listed in Annex A, in Canadian Currency, Canadian customs duties, excise taxes and Applicable Taxes excluded, FOB their plant or shipping point.
  - c) For the purposes 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.

**Aircraft Test Equipment**

Item	Stock Number and Description ( or Equivalent )	All-Inclusive Firm Unit Price, FOB Destination (CAD)	Quan tity	Extended Price (=b x c)	Firm Unit Price, FOB Bidder's Plant or Shipping Point (CAD)
	(a)	(b)	(c)	(d)	(e)
1	1323.0012.03 ZNL6 Vector Network Analyzer	\$	1	\$	\$
2	1323.1825.03 ZNL License	\$	1	\$	\$
3	1317.1683.02 Calibration Kit	\$	1	\$	\$
4	1328.8534.71 Torque Wrench	\$	1	\$	\$
<b>Total Cost ( =sum of column d)</b>				\$	

*\*If there is a discrepancy between the All-Inclusive Firm Unit Price and the Extended Price, the All-Inclusive Firm Unit Price will prevail.*