



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

National Defence Headquarters
101 Colonel By Drive
Ottawa ON
K1A 0K2
Attn: Elizabeth Delisle, PFM, MHP
(819) 939-7392
Elizabeth.delisle@forces.gc.ca

Proposal To: National Defence Canada

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

Proposition à: Défense nationale Canada

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

| | |
|---|---|
| Title/Titre Fuel Nozzles & Adapters | Solicitation No – N° de l’invitation W8470-205021/A |
| Date of Solicitation – Date de l’invitation 2019-10-10 | |
| Address Enquiries to – Adresser toutes questions à Elizabeth Delisle, Procurement and Finance Officer | |
| Telephone No. – N° de téléphone 819-939-7392 | Email – Courriel Elizabeth.delisle@forces.gc.ca |
| Destination Specified Herein Précisé dans les présentes | |

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions:

Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

| |
|---|
| Solicitation Closes – L’invitation prend fin At – à : 14 :00 HRS (EDT) On - le : 2019- 11-19 |
|---|

| | |
|---|---------------------------------------|
| Delivery required - Livraison exigée See Herein | Delivery offered - Livraison proposée |
| Vendor Name and Address - Raison sociale et adresse du fournisseur | |
| Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie) | |
| Name/Nom _____ | Title/Titre _____ |
| Signature _____ | Date _____ |

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 2 |
| 1.1 SECURITY REQUIREMENT..... | 2 |
| 1.2 REQUIREMENT | 2 |
| 1.3 DEBRIEFINGS | 2 |
| 1.4 TRADE AGREEMENTS | 2 |
| PART 2 - BIDDER INSTRUCTIONS | 3 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 3 |
| 2.2 ELECTRONIC SUBMISSION OF BIDS..... | 4 |
| 2.3 ENQUIRIES - BID SOLICITATION..... | 4 |
| 2.4 APPLICABLE LAWS..... | 4 |
| PART 3 - BID PREPARATION INSTRUCTIONS..... | 8 |
| 3.1 BID PREPARATION INSTRUCTIONS | 8 |
| 3.2 PRICING - MULTI-ITEM BID SOLICITATION | 8 |
| 3.3 ELECTRONIC PAYMENT OF INVOICES – BID | 8 |
| 3.4 EXCHANGE RATE FLUCTUATION | 9 |
| 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 BID | 11 |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 11 |
| PART 6 - RESULTING CONTRACT CLAUSES | 13 |
| 6.1 SECURITY REQUIREMENT..... | 13 |
| 6.2 REQUIREMENT | 13 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 13 |
| 6.4 TERM OF CONTRACT | 13 |
| 6.5 AUTHORITIES | 14 |
| 6.6 PAYMENT | 14 |
| 6.7 INVOICING INSTRUCTIONS | 15 |
| 6.8 CERTIFICATIONS | 15 |
| 6.9 APPLICABLE LAWS..... | 16 |
| 6.10 PRIORITY OF DOCUMENTS | 16 |
| 6.11 DEFENCE CONTRACT | 17 |
| 6.12 QUALITY ASSURANCE..... | 17 |
| 6.13 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION | 17 |
| 6.14 SHIPPING – SCHEDULING | 18 |
| ANNEX A – LINE ITEM DETAILS LIST | 19 |
| PRICING SCHEDULE..... | 20 |

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The requirement is detailed in Annex A - Line Item Details. All items must be delivered by 31 March 2020.

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 (CA) 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 following Trade Agreements:

Canadian Free Trade Agreement (CFTA)

North American Free Trade Agreement (NAFTA)

NAFTA Canada/US

NAFTA Canada/Mexico

World Trade Organization Agreement on Government Procurement (WTO-AGP)

Canada-European Union Comprehensive Economic and Trade Agreement (CETA)

Bilateral Agreements:

Canada-Chile Free Trade Agreement

Canada-Colombia Free Trade Agreement

Canada-Honduras Free Trade Agreement

Canada-Korea Free Trade Agreement

Canada-Panama Free Trade Agreement

Canada-Peru Free Trade Agreement

Canada-Ukraine Free Trade Agreement

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 (2019-03-04) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement and Business Numbers is deleted in its entirety.
- b) Section 05, Submission of Bids – Subsection 4 is amended as follows:
Delete: 60 days
Insert: 90 days
- c) Section 07, Delayed bids is deleted in its entirety
- d) Section 20, Further information is deleted in its entirety

2.1.1 SACC Manual Clauses

| | | |
|----------------------|--|------------|
| <u>B1000T</u> | Conditions of Material – Bid | 2014-06-26 |
| <u>B3000T</u> | Equivalent products/Substitutes (Form, Fit and Function) | 2006-06-16 |

2.2 Electronic Submission of Bids

(a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).

(b) **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

2.5 Military aviation replacement parts: Condition and certification of deliverables end items

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

1. Category #1 - New Materiel

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

- a. the owner of the design or manufacturing rights to the items; or,

- b. the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
 - c. distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
 - d. maintenance organizations approved/accredited by TC, the Department of National Defence (DND)/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).
2. **Category #2 - New Surplus Materiel**
Deliverable end items, unused and supplied by an entity other than Category #1 sources. Full traceability documentation back to the owner of the design or manufacturing rights to the items or their authorized manufacturer or agent/distributor is required.
 3. **Category #3 - Other Condition**
Any deliverable end item condition other than Category # 1 or Category #2. Should the Bidder be offering deliverable end items in Category #3, a complete description of the item's condition and all available traceability documentation is required with the bid. Bids containing parts identified in this category are subject to evaluation by Canada.

Deliverable End Item Grid

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

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

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

1. **Category #1 and #2 military unique aviation replacement parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:**
 - a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;

- b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - c. identification of both the authorized signatory and the organization.
2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:
 - a. form TCCA Form One, 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. 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
 - d. 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.

2.5.1 Military aviation replacement parts – Substitutes and Traceability

The Part Number and NATO Supply Code for Manufacturers (NSCM(s), or the Commercial And Government Entity (CAGE) code indicated in the bid solicitation are the only ones known to the Department of National Defence that meet the form, fit and function requirements of the Original Equipment Manufacturer (OEM) approved type design of the aircraft in which they will be installed. If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide, either with its bid or within three (3) working days following receipt of a request from the Contracting Authority, all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the part proposed has the form, fit and function characteristics equivalent to the Part Number(s) and NSCM/CAGE code(s) specified in the bid solicitation.

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

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

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

Substitution Notice

1. Item Number: _____

2. Original Technical Data (as referenced below):

a. Part Number: _____

b. NSCM/CAGE code: _____

c. Other: _____

3. Proposed Change(s)

a. Part Number: _____

b. NSCM/CAGE code: _____

c. Other: _____

4. Reason for Change/Supporting Data:

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

2.6 Substitute Products – Samples (Department of National Defence)

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within **“10 Calendar Days”** from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separate sections as follows:

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy)

Section IV: Additional Information (1 soft copy)

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

Bidders may use the Pricing Schedule to indicate their prices. If Bidders choose to use the Pricing Schedule to indicate their prices, Bidders must include the Pricing Schedule in their financial bid.

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

(a) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bids, Bidders should explain and demonstrate how they propose to meet the requirement, identified in Part 1 (Section 1.2) of this document.

Section II: Financial Bid

For the firm quantities identified in Annex A Line Item Details, Bidders must submit firm prices, Delivered Duty Paid (DDP) to the shipping addresses identified, Applicable Taxes excluded.

Bids must be submitted in Canadian dollars.

3.2 Pricing - Multi-Item Bid Solicitation

Bidders must quote a price for each item (with a NATO Stock Number - NSN) in order for the bid to be evaluated.

3.3 Electronic Payment of Invoices – Bid

If a Bidder is willing to accept payment of invoices by Electronic Payment Instruments, the Bidder must complete Annex "B" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "B" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5 (Section 5.1) of this document.

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 Mandatory Technical Criteria

Bidders must provide the Part Number or equivalent as noted in Annex A – Requirement

4.1.2 Financial Evaluation

4.1.2.1 Price Basis

4.1.2.1.1 A0220T (2014-06-26) Evaluation of Price- Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included

4.1.2.1.2 A0066T (2007-05-25) Prices- Items

Bidders must submit firm prices for one or multiple groups of items. However, bidders must submit firm prices for all items listed in the group(s) of items for which they submit prices. The groups of items are as follows:

- a. All items listed in **Group A** of Annex "A"
- b. All items listed in **Group B** of Annex "A"

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the **lowest total evaluated price for all items listed in the group(s) of items for which they submit prices** will be recommended for award of a contract. In the event two or more responsive bids have the same lowest evaluated price, the responsive bid with the **shortest lead delivery time** will be recommended for contract award.

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 otherwise specified, 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** 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 Condition of material 2010A 05 (2008-05-12)

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

5.2.2 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.3 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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 Requirement

There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under Annex A - Line item details.

6.2.1 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.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2016-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract amended as follows:

Section 01 (2018-06-21) Interpretation

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

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

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before **31.03.2020**.

6.4.2 Delivery Points

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

6.4.3 Period of Contract

The period of the Contract is from date of Contract to 31.08.2020 inclusive.

6.5 Authorities

6.5.1 Contracting Authority (CA)

The CA for the Contract is:

Name: Elizabeth Delisle
 Title: Procurement and Finance Officer, MHP
 Organization: Directorate of Aerospace Procurement (DAP 9)
 Address: 72 rue Laval, Gatineau (Qc), J8X 3H3, 5th floor
 Telephone: 819-939-7392
 E-mail address: Elizabeth.delisle@forces.gc.ca

The CA is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the CA. 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 CA.

6.5.2 Technical Authority (TA)

The TA for the Contract is:

Name: Jeremy Cutler
 Title: Systems Engineering Manager (SEM 4-2/SEM8)
 Organization: Directorate of Aerospace Procurement (DAP 9)
 Address: 72 rue Laval, Gatineau (Qc), J8X 3H3, 5th floor
 Telephone: 819-939-0069
 E-mail address: Jeremy.Cutler@forces.gc.ca

The TA named above is DND's representative and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the TA, however the TA has no authority to authorize changes to the scope of the Requirement. Changes to the scope of the Requirement can only be made through a contract amendment issued by the CA.

6.5.3 Contractor's Representative

Name and telephone number of the person responsible: *(To be inserted at Contract Award)*

| | General Enquiries | Delivery Follow-up |
|-----------------|--------------------------|---------------------------|
| Name: | _____ | _____ |
| Telephone No.: | _____ | _____ |
| Facsimile No.: | _____ | _____ |
| E-mail address: | _____ | _____ |

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex A, totaling \$_____ (To be inserted at Contract Award), in Canadian Dollars, Customs duties included, and Applicable Taxes extra.

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

6.6.2 Limitation of Price

6.6.3 Method of Payment

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

6.6.3 Electronic Payment of Invoices

The Contractor accepts to be paid using one of the following Electronic Payment Instrument(s):

- a) Direct Deposit (Domestic and International);
- b) Electronic Data Interchange (EDI).

6.7 Invoicing Instructions

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. Suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority.

Each invoice must be supported by a copy of the exit document, a certificate of inspection and any other document as specified in the contract.

- (a) The original must be submitted electronically to the following email addresses:
 1. the email address of the Contracting Authority identified under the section entitled "Authorities" of the Contract; and
 2. the email address of the Technical Authority identified under the section entitled "Authorities" of the Contract.

Individual e-mails exceeding five (5) megabytes, or those that include other factors such as embedded macros and/or links, may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Contractor.

Larger invoices may be submitted through more than one e-mail. The *Contracting Authority* will confirm receipt of documents. It is the Contractor's responsibility to ensure that the *Contracting Authority* has received the entire invoice.

The Contractor should not assume that all documents have been received unless the *Contracting Authority* confirms receipt of each document.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9 Applicable Laws

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

6.10 Priority of Documents

If there is a discrepancy between the 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 Agreement;
- b) 2010A (2018-06-21) General Conditions – Goods (Medium Complexity)
- c) Annex A, Requirement;
- d) Contractor bid dated _____, (To be inserted at Contract Award), as clarified on _____ (To be inserted at Contract Award).

6.11 Defence Contract

| | | |
|---------------|--|------------|
| <u>A9006C</u> | Defence Contract | 2012-07-16 |
| <u>C2000C</u> | Taxes - Foreign-based Contractor | 2007-11-30 |
| <u>A0222T</u> | Evaluation of Price - Canadian / Foreign Bidders | 2014-06-26 |
| <u>A0301C</u> | Military Aviation Replacement Parts - Maintenance of Records | 2007-05-25 |
| <u>C2608C</u> | Canadian Customs Documentation | 2019-05-30 |
| <u>C2605C</u> | Canadian Customs Duties and Sales Tax - Foreign-based Contractor | 2008-05-12 |
| <u>D0050C</u> | End User Certificate | 2007-05-25 |

6.12 Quality Assurance

| | | |
|---------------|--|------------|
| <u>D5545C</u> | ISO 9001:2008 - Quality Management Systems – Requirements (Quality Assurance Code C) | 2010-08-16 |
|---------------|--|------------|

6.13 Shipping Instructions - Delivery at Destination

| SACC Reference | Section | Effective Date |
|-----------------------|-------------------------------------|-----------------------|
| <u>D2000C</u> | Marking | 2007-11-30 |
| <u>D2001C</u> | Labelling | 2007-11-30 |
| <u>D6010C</u> | Palletization | 2007-11-30 |
| <u>D2025C</u> | Wood Packaging Materials | 2017-08-17 |
| <u>D9002C</u> | Incomplete Assemblies | 2007-11-30 |
| <u>G1005C</u> | Insurance - No Specific Requirement | 2016-01-28 |
| <u>B7500C</u> | Excess goods | 2006-06-16 |

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

6.14 Shipping – Scheduling

The Contractor must deliver the goods to the shipping addresses according to Annex A by appointment only.

The Contractor or its carrier must arrange delivery appointments by contacting the points of contact for each warehouse identified in Annex A. The Government of Canada may refuse shipments when prior arrangements have not been made.

6.15 Military Aviation Replacement Parts- Airworthiness Documentation

The Contractor must provide Airworthiness Documentation, for each item, within the interior packaging or attached to the good(s) supplied:

- a. Certificate of compliance.

ANNEX A – Line Item Details List**Line Item Details**

| | Item/ Articles | Part Number/ Numéro de pièces | Description/ Description | Qty | Destination Address/ Adresse de la destination | QAC | Controlled Goods (CTAT) |
|--------------------|---------------------------|--|--|------------|---|------------|------------------------------------|
| GROUP A | 001 | Eaton Aerospace LLC "AE76330R" or equivalent | Nozzle Assembly, Fuel, Closed Circuit Refueling (CCR) * | 16 | HMC Dockyard Building D-206, Door 1 thru 13, 2519 Provo Wallis St Halifax, Nova Scotia B3K 5X5 POC: Ian Evens 920-427-9015 Delivery Hours: Monday – Friday 0700-1500 | C | NO |
| | 002 | Eaton Aerospace LLC "AE76373T" or equivalent | Adapter Assembly, 2-1/2" Female NPT 8TPI First End and Mated with CCR Nozzle Second End* | 5 | HMC Dockyard Building D-206, Door 1 thru 13, 2519 Provo Wallis St Halifax, Nova Scotia B3K 5X5 POC: Ian Evens 920-427-9015 Delivery Hours: Monday – Friday 0700-1500 | C | NO |
| GROUP B | 003 | Eaton Aerospace LLC "AE76330R" or equivalent | Nozzle Assembly, Fuel, Closed Circuit Refueling (CCR) * | 6 | CFB Esquimalt Main Warehouse Building 66, Colwood Victoria BC V9A 7N2 POC: Joe (Claude) Tremblay, at 250-363-2946 Delivery Hours: Monday – Friday 0700-1500 | C | NO |
| | 004 | Eaton Aerospace LLC "AE76373T" or equivalent | Adapter Assembly, 2-1/2" Female NPT 8TPI First End and Mated with CCR Nozzle Second End* | 3 | CFB Esquimalt Main Warehouse Building 66, Colwood Victoria BC V9A 7N2 POC: Joe (Claude) Tremblay, at 250-363-2946 Delivery Hours: Monday – Friday 0700-1500 | C | NO |

*Upon delivery of the any or all of the item(s) noted above, the Contractor must provide 2 Hard Copies and 1 Soft Copy of the Assembly Documentation & Drawings to the Technical Authority.

PRICING SCHEDULE

| | Part Number/ Numéro de pièces | Item/ Articles | Description/ Description | Qty | Firm Unit Price, Applicable Tax Excluded | Extended Price, Applicable Tax Excluded | |
|--|--|-------------------|---|-----|--|---|----|
| GROUP A <i>(Delivery to HFX)</i> | Eaton Aerospace LLC "AE76330R" or equivalent | 001 | Nozzle Assembly, Fuel, Closed Circuit Refueling (CCR) | 16 | | | |
| | Eaton Aerospace LLC "AE76373T" or equivalent | 002 | Adapter Assembly, 2-1/2" Female NPT 8TPI First End and Mated with CCR Nozzle Second End | 5 | | | |
| | | | | | Total Evaluated Price : | | \$ |
| | | | | | Applicable Taxes | | \$ |
| | | | | | Total | | \$ |
| GROUP B <i>(Delivery to BC)</i> | Eaton Aerospace LLC "AE76330R" or equivalent | 003 | Nozzle Assembly, Fuel, Closed Circuit Refueling (CCR) | 6 | | | |
| | Eaton Aerospace LLC "AE76373T" or equivalent | 004 | Adapter Assembly, 2-1/2" Female NPT 8TPI First End and Mated with CCR Nozzle Second End | 3 | | | |
| | | | | | Total Evaluated Price : | | \$ |
| | | | | | Applicable Taxes | | \$ |
| | | | | | Total | | \$ |

ANNEX B – Electronic Payment Instruments

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI).