



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

Attn: Shangfeng (Sean) Sun DAP 5-2-7
Solicitation No/ No de l'invitation:
W8485-205617/B

Bid Receiving Email:
Courriel de réception des offres:
DAP5Contracting.DOA5Passationdecontrats@forces.gc.ca

Bid FAX No – N/A

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 indiqués(s).

**Solicitation Closes –
L'invitation prend fin**

At – à : 14 :00 EDT – HAE

On - le : May 4, 2020

Title/Titre WHEEL, LANDING GEAR		Solicitation No – N° de l'invitation W8485-205617/B	
Date of Solicitation – Date de l'invitation April 16, 2020			
Address Enquiries to – Adresser toutes questions à shangfeng.sun@forces.gc.ca			
Telephone No. – N° de telephone 819-939-4292		FAX No – N° de fax N/A	
Destination 25 CFSD Montreal, FCA Free Carrier 7 CFSD Edmonton, FCA Free Carrier			
Specified Herein Voir les présentes			

Instructions: See herein

Instructions: Voir les présentes

Delivery required - Livraison exigée August 30, 2020		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 _____	

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Requirement

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

1.2.1 SACC *Manual* Clauses

1.2.1.1 Condition of Material

SACC *Manual* Clause B1000T (2014-06-26), Condition of Material - Bid

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.

1.2.1.2 Equivalent Products

SACC *Manual* Clause B3000T (2006-06-16), 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.

1.2.1.3 Condition and certification of deliverables end items

SACC *Manual* Clause A0300T (2017-04-27), 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 at the bidder's expense.

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) year period before the date of 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) year period before the date of contract award;
 - c. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) year period before the date of 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.

1.2.1.4 Substitute Parts

SACC Manual Clause A0301T (2007-05-25), Military Aviation Replacement Parts - Substitutes and Traceability

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

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

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

If a part is not manufactured by the OEM of the aircraft, then it must be manufactured by an authorized supplier to the OEM or by the original manufacturer of the part chosen for use by the OEM of the aircraft (or the successor of or licensee of 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.

1.2.1.5 Condition of Material

SACC Manual Clause B1006T (2011-05-16), Condition of Material - Department of National Defence

Bidders must specify, by providing the information required below, if they offer to provide material that is new production of current manufacture, or not.

- **Material - New Production of Current Manufacture:** If the material is new production of current manufacture supplied by the principal manufacturer or its accredited agent, it must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that is in effect on the bid closing date.
- **Material - Not New Production of Current Manufacture:** If the material is not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition. The material (end item) must not contain items which have been refurbished or previously placed in service. If the item contains elastomeric material, e.g., hoses, rubber, adhesive compounds, etc., the shelf life remaining cannot be less than 75 percent from the date of manufacture to the delivery date.

Bidders must further provide the name of the manufacturer, the date of manufacture and the cure date if the item contains elastomeric material.

- **Material - New Production of Current Manufacture:** _____
- **OR**
Material - Not New Production of Current Manufacture: _____

Name of manufacturer: _____

Date of manufacturer: _____

Cure date if the item contains elastomeric material: _____.

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 fifteen (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 Canadian Content

The requirement is subject to a preference for Canadian goods.

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 this bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Canada by the date, time and email indicated on page 1 of the bid solicitation:

DAP5Contracting.DOA5Passationdecontrats@forces.gc.ca

2.2.1 Electronic Submissions

Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's 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. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents **submitted** after the closing time and date will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority 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 the Province of 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 Reissue of Bid Solicitation

SACC Manual Clause A9043T (2013-04-25), Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number W8485-205617/A dated December 10, 2019 with a closing of December 27, 2019 at 14:00 EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service, by mail and by facsimile will not be accepted.

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

- Section I: Technical Bid (one [1] electronic copy in Portable Document Format ["PDF"])
- Section II: Financial Bid (one [1] electronic copy in PDF)
- Section III: Certifications (one [1] electronic copy in PDF)
- Section IV: Additional Information (one [1] electronic copy in PDF).

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) page setup;
- (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.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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section III: Certifications

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

3.1.1 Exchange Rate Fluctuation

SACC *Manual* Clause C3011T (2013-11-06), Exchange Rate Fluctuation.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation – Mandatory Criteria

The Bidders must comply with the mandatory criteria. Any bids that fail to meet the following mandatory criteria will be declared non-responsive; each criterion must be addressed separately:

- (a) The Bidder must indicate it will comply with the Terms and Conditions stipulated in this bid solicitation; and,
- (b) The first page of the Request for Proposal (RFP) must be signed by an authorized representative of the Bidder and returned with the Financial Bid (RFP – Annex “A” – Line Item Details); and,
- (c) The Bidder must comply with the Requirement stipulated in RFP – Annex “A” – Line Item Details; and
- (d) If the Bidder proposes an alternate material condition, alternate part number, alternate CAGE Code/NSCM and/or alternate QAC, then the Bidder must deliver with its bid or within three (3) working days following receipt of a request from the Contracting Authority, the information outlined in subsections 1.2.1.2, 1.2.1.3, 1.2.1.4, and 1.2.1.5 as applicable; and
- (e) The Bidder has supplied the following:
 - i. Contractor’s Representative information (subsection 6.5.3); and
 - ii. FCA delivery location (subsection 6.15.1 or 6.15.2).

4.1.2 Financial Evaluation

1. Bidders must submit their financial bid in accordance with Annex “A” – Line Item Details.

2. The price of the bid will be evaluated as follows:
 - Canadian-based bidders must submit firm prices, Canadian customs duties, excise taxes, and Applicable Taxes excluded.
 - Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded.
 - Applicable Taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by the bidders.
3. 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.
4. Canada requests that bidders provide prices FCA Free Carrier. Bids will be assessed on an FCA Free Carrier basis.
5. 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.

4.2 Basis of Selection

4.2.1 Required Delivery Date and Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid with the lowest evaluated unit price, on a line item by line item basis, with a Proposed Delivery Date (PDD is either the exact date specified in the bid, or where a number of calendar days for delivery is specified in the bid in lieu of an exact date, the PDD will be the date of bid closing plus the number of calendar days specified in the bid) on or before the Required Delivery Date (RDD) will be recommended for award of a contract. More than one (1) contract may be awarded.

If Canada receives no bids within the RDD timeframe, Canada reserves the right, in its sole discretion, to conduct further rounds of evaluation among the otherwise responsive bidders who submitted proposals in response to the RFP as follows:

- (a) The basis of selection in the second round of evaluation will be the lowest evaluated unit price and a proposed delivery date within 45 calendar days after the originally requested RDD;
- (b) If there are no bids within that timeframe, Canada may conduct the third round of evaluation. The basis of selection in the third round will be the lowest evaluated unit price and a proposed delivery date within 90 calendar days after the originally requested RDD; and
- (c) If there are no bids within that timeframe, Canada may conduct the fourth and final round of evaluation. The basis of selection will be the lowest evaluated unit price overall.

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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2.1 Canadian Content Certification

SACC Manual Clause A3062T (2018-12-06), Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids for items with a certification that the item(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the item(s) offered being treated as non-Canadian goods.

Bidders must clearly identify beside each item listed in the bid solicitation document which items meet the definition of Canadian good and complete the following certification.

The Bidder certifies that:

() the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause A3050T.

5.1.2.1.1 Canadian Content Definition

SACC Manual clause A3050T (2018-12-06), Canadian Content Definition

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 timeframe 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 property 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. The Bidder must complete and deliver with its bid the List of names for integrity verification form (<https://www.tpsgc-pwgsc.gc.ca/ci-if/documents/ln-form-eng.pdf>) located in the attached Annex "B".

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 website (<http://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.

5.2.3 Price Certification

SACC Manual Clause C0004T (2007-05-25), Price Certification – Canadian Agency and Resale Outlets

The Bidder certifies that the price proposed:

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity.

SACC Manual Clause C0008T (2007-05-25), Price Support

The Bidder must provide, on Canada's request, one or more of the following price support, if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

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

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

6.2.1 Condition of Material - Contract

SACC Manual Clause B1006C (2014-06-26), Condition of Material – Contract (to be determined at contract award)

Option 1

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.

OR

Option 2

If the material is not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition, provided by an approved contractor with the latest approved modifications incorporated as applicable, and include the release notes.

Name of manufacturer: _____

Date of manufacture: _____

Cure date if the item contains elastomeric material: _____ .

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 (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract with the following modifications:

a. the definition of Minister in the “Canada”, “Crown”, “Her Majesty” or “the Government” paragraph in the Interpretation section is modified by replacing “the Minister of Public Works and Government Services” with “the Minister of National Defence”. The amended paragraph reads as follows:

"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 Period of the Contract

SACC Manual Clause A9022C (2007-05-25), Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive. (*fill in end date of the period*).

6.4.2 Delivery Date

The Requirement must be delivered on _____ (*insert the delivery date identified in the Contractor's Bid*).

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shangfeng (Sean) Sun
Title: Contracting Officer
Department of National Defence (DND)
Directorate: DGAEPM
Address: 101 Colonel By Drive, Ottawa ON K1A 0K2.

Telephone: 819-939-4292
E-mail address: shangfeng.sun@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Department of National Defence
Directorate: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative

Name: _____
Title: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

SACC Manual Clause C0207C (2013-04-25), Basis of Payment – Firm Price, Firm Unit Prices(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 a firm unit price, as specified in Annex "A" for a cost of \$ _____. Customs duties are excluded 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 Multiple Payments

SACC Manual Clause H1001C (2008-05-12), Multiple Payments.

6.6.3 SACC Manual Payment Clauses

SACC Manual Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor.

SACC Manual Clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor.

6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

Electronic Data Interchange (EDI);

6.7 Invoicing Instructions

SACC Manual Clause H5001C (2008-12-12), Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of General Conditions 2010A. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following addresses for certification and payment.

Department of National Defence
25 CFSD Montreal
Box 4000 STN K
Attn: 25 CFSD Invoices Section
Montreal, Quebec H1N 3R9
Canada

and

Department of National Defence
7 CFSD Edmonton
STN Forces P.O. Box 10500
Attn. 7 CFSD Invoice Section
Edmonton, Alberta T5J 4J5
Canada

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

c. UPON DELIVERY, one (1) copy with shipping details must be sent via email to:

Department of National Defence
Attn: xxxxx.xxxx@forces.gc.ca
DGAEPM / DAP-5,
101 Colonel By Drive, Ottawa ON K1A 0K2

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 the province of **Ontario**.

6.10 Priority of Documents

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

- (a) DND contract number **(W8485-205617)**;
- (b) General Conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Line Item Details; and
- (d) the Contractor's bid dated _____ (if the bid was clarified/amended at the time of contract award add ", as clarified on ..." or ", as amended on ..." and insert the date(s).

6.11 Defence Contract

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

6.12 SACC *Manual* Clauses

SACC *Manual* Clause A0300T (2017-04-27), Military Aviation Replacement Parts – Condition and Certification of Deliverables End Items

SACC *Manual* Clause A0301C (2007-05-25), Military Aviation Replacement Parts – Maintenance of Records

SACC Manual Clause A0301T (2007-05-25), Military Aviation Replacement Parts – Substitutes and Traceability

SACC Manual Clause A3060C (2008-05-12), Canadian Content Certification

SACC Manual Clause B7500C (2006-06-16), Excess Goods

SACC Manual Clause C0100C (2010-01-11), Discretionary Audit – Commercial Goods and/or Services

SACC Manual Clause C2608C (2019-05-30), Canadian Customs Documentation

SACC Manual Clause D0050C (2007-05-25), End User Certificate

SACC Manual Clause D2000C (2007-11-30), Marking

SACC Manual Clause D2001C (2007-11-30), Labelling

SACC Manual Clause D5510C (2017-08-17), Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor

SACC Manual Clause D5515C (2010-01-11), Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

SACC Manual Clause D5540C (2019-05-30) ISO 9001:2008 Quality Management Systems - Requirements **(Quality Assurance Code Q) Applies to Items 1 and 2.**

SACC Manual Clause D5604C (2008-12-12), Release Documents (Department of National Defence) - Foreign-based Contractor

SACC Manual Clause D5605C (2010-01-11), Release Documents (Department of National Defence) - United States-based Contractor

SACC Manual Clause D5606C (2017-11-28), Release Documents (Department of National Defence) - Canadian-based Contractor

SACC Manual Clause D5620C (2012-07-16), Release Documents – Distribution – DAP **applies to Items 1 and 2.**

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 5-2-7**

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

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

SACC Manual Clause D9010C (2015-02-25), Military Aviation Replacement Parts - Airworthiness Documentation

SACC Manual Clause G1005C (2016-01-28), Insurance - No Specific Requirement

6.13 Packaging Requirements

6.13.1 *SACC Manual* Clause D3018C (2014-09-25), Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare Item 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 Items Number (1) and (2) in quantities of one (1) each by package.

6.13.2 *SACC Manual* Clause D2025C (2017-08-17), Wood packaging materials

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

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

6.13.3 *SACC Manual* Clause D6010C (2007-11-30), Palletization

1. For all shipments exceeding 0.566 m³ or 15.88 kg (20 ft³ or 35 lbs), except for those shipped by courier, the following applies:
 - a. The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.

- b. The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "**Mixed Items**".
 - c. Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).
2. Any exception requires the prior approval of the Contracting Authority.

6.14 Shipping Instructions/Delivery Appointments

6.14.1 SACC Manual Clause D0035C (2018-06-21), Shipping Instructions (Department of National Defence) - Foreign-based Contractors

1. **Delivery will be FCA Free Carrier at _____ (insert the named place, e.g. Contractor's facility)** 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 Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Coordination Center (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 labeled 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 C11 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
 - 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 fails to fulfill 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.

OR

6.14.2 *SACC Manual* Clause D0037C (2016-01-28), Shipping Instructions (Department of National Defence) - Canadian-based Contractor

1. **Delivery will be FCA Free Carrier at _____** (***Insert the named place, e.g. Contractor's facility***) 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 Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination Center (ILCC)
Telephone: 1-877-877-7423 (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 Coordination Center when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (for 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 (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;

- f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian [Transportation of Dangerous Goods Regulations](#), and a copy of the safety data sheet in English and French.
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, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fails to fulfill 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 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

ANNEX “A” - Line Item Details

Item	Requirement	Required Delivery Date (“RDD”)	Bidder’s Proposed Delivery Date	Destination	Unit of Issue	Firm Quantity	All-Inclusive Firm Unit Price, FCA Free Carrier CND/USD/ *	Total Item Cost
1	Wheel, Landing Gear NSN: 1630-01-265-3660 Part No.: 2605945-2 NSCM/CAGE: 55284 <i>(if applicable)</i> Please review the notes at the bottom of ANNEX “A”	August 30, 2020		Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E. Montreal, QC H1N 3V9 CANADA Attn: 25 CFSD Receipts Section	EA	5		
2	Wheel, Landing Gear NSN: 1630-01-265-3660 Part No.: 2605945-2 NSCM/CAGE: 55284 <i>(if applicable)</i> Please review the notes at the bottom of ANNEX “A”	August 30, 2020		Department of National Defence 7 CFSD Edmonton Bldg. 236 East End 195 Ave. & 82 nd ST Edmonton, AB T5J 4J5 CANADA Attn: 7 CFSD Receipts Section	EA	20		
Sub-Total								\$ _____
Applicable Taxes					Insert amount as			
					GST: \$ _____			
					HST: \$ _____			
					QST: \$ _____			
Total								\$ _____

* Circle and/or insert applicable currency.

NOTE:

ANNEX “B” - List of names for integrity verification form

List of names for integrity verification form

Requirements

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

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

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

Supplier information

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

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

List of names

Name	Title

Declaration

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

Signature

Please include with your bid or offer.