



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 BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving – PWGSC /
Réception des soumissions - TPSGC
11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec
Canada
K1A 0S5

Or By/ Ou par Fax To/A: 819-997-9776

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 indique(s).

Solicitation Closes – L'invitation prend fin

At – à : 14 :00
Eastern Daylight Time (EDT) - Heure avancée
de l'Est (HAE)

On - le : 29 June 2021 / 29 juin 2021

| | | |
|--|---------------------------|---|
| Title/Titre Night Vision Goggle (NVG) spare parts to replenish Depot levels. Réapprovisionnement de pièces de remplacement des lunettes de vision de nuit. | | Solicitation No – N° de l'invitation W8485-226477/A |
| Date of Solicitation – Date de l'invitation 10 June 2021 / 10 juin 2021 | | |
| Address Enquiries to – Adresser toutes questions à National Defence Headquarters 101 Colonel By Drive Ottawa ON K1A 0K2 Attn: Capt. Christina Brine Email: Christina.Brine@forces.gc.ca | | |
| Telephone No. – N° de téléphone 819-939-4522 | FAX No – N° de fax | |
| 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.

| | |
|--|--|
| Delivery required - Livraison exigée 31 December / 31 décembre 2021 | 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 Statement of Requirement

This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (DND) for the provision of Night Vision Goggle (NVG) spares parts to replenish Depot levels at 25 CFSD Montreal, QC, Canada.

The requirement is detailed in Annex "A", Line Item Details.

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 Trade Agreements

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (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** (2020-05-28) Standard Instructions - Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days,
Insert: 90 days

- b) The text under subsection 20.2 - Further Information - is deleted in its entirety.

2.1.1 SACC Manual Clauses

| | | |
|------------------------|--------------------------------|------------|
| A9130T | Controlled Goods Program – Bid | 2014-11-27 |
| B1000T | Condition of Material - Bid | 2014-06-26 |

2.2 Submission of Bids

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

Bidders must indicate the bid solicitation number on the packaging when submitting their bids.

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 Ontario.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed copy).

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

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

Section III: Certifications (one (1) hard copy)

Section IV: Additional Information (one (1) hard copy)

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

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

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

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

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

3.2 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.

3.2.1 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 column heading of Annex "A", Line Item Details. For example, if a bidder is offering a Category #1 item(s), it must indicate the corresponding category under the "Deliverable End Item Category" heading in Annex "A", Line Item Details. Bidders may use additional pages to provide the complete description called up under Category #3 if necessary.

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.

3.2.2 Military Aviation Replacement Parts - Substitutes and Traceability - A0301T (2007-05-25)

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. Copy of Certificate of Conformance from OEM _____

- 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.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6, section 6.6.1.

Bidder must submit firm unit prices in Annex "A", Line Item Details, FOB destination, Delivery Duty Paid at destination, Canadian customs duties and excise taxes included, and applicable taxes extra. Prices should not be indicated in any other section of the bid.

Conditional prices will not be accepted.

Bidders do not have to quote a price for all items identified in the bid solicitation.

3.3.1 SACC Manual Clause

| | | |
|---------------|---------------------------|------------|
| <u>C3011T</u> | Exchange Rate Fluctuation | 2013-11-06 |
|---------------|---------------------------|------------|

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.5 Section IV: Additional Information

Canada requests that Bidders submit the information identified at Annex "B", Additional Information:

3.5.1 Best Delivery Date - Bid

While delivery is requested by 31 December 2021, Bidders should indicate the best delivery that could be offered in Annex "A", Line Item Details.

3.5.2 Electronic Payment of Invoices

If Bidders are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "B", Additional Information, Electronic Payment Instruments, to identify which ones are accepted.

If Annex "B", Additional Information, 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.

3.5.3 Bidder's Representatives

Canada requests that Bidders complete the Bidder's Representatives section in Annex "B", Additional Information.

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.

4.2 Technical Evaluation

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

4.2.1 Mandatory Technical Criteria

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

- M1. Comply with all details described at Annex "A", Line Item Details. Bidders must clearly indicate the Part Number and the NSCM/CAGE they are offering;
- M2. Provide all required technical information as detailed in Part 3, section I, inclusive of all subsections;
- M3. Provide, if required, manufacture and Parts Traceability for all items;
- M4. Accept all terms and conditions as outlined in the bid solicitation and resulting Contract document; and
- M5. Provide the Materiel condition requested;

4.3 Financial Evaluation

4.3.1 Evaluation of Price

For bid evaluation and contractor selection purposes only, the evaluation of price will be determined in accordance with Annex "A", Line Item Details.

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

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 will be applied as a conversion factor to the bids submitted in foreign currency.

For foreign Bidders, although Canada reserves the right to award a Contract either on FCA plant or DDP destination, Canada requests that bidders provide prices DDP at destination for information purposes.

4.4 Basis of Selection - Multiple Items

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 evaluated price on an item by item basis will be recommended for award of a contract.

One contract or multiple contracts may be awarded in response to this bid solicitation.

In the event of multiple responsive bids having the same lowest evaluated price for a specific line item or items, the responsive Bidder providing the earliest Delivery Offered for the respective line item will be recommended for the award of a contract.

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. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Requirement

The Contractor must provide the items detailed under the Annex "A", Line Item Details.

6.2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the equivalent product or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract

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. Definition of Minister is modified 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 Contract - A9022C (2007-05-25)

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

6.4.2 Delivery Date

The Contractor must make the delivery as specified under Annex "A", Line Item Details.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Captain Christina Brine
Title: Director Aerospace Procurement (DAP) 8-2-4
Organization: Department of National Defence (DND)
Directorate: Director Aerospace Procurement (DAP)
Address: 101 Colonel By Drive
Ottawa, ON, K1A 0K2
Telephone: (819) 939-4522
E-mail: Christina.Brine@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

To be inserted by the Contracting Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: Department of National Defence
Directorate: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

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

To be inserted by the Contracting Authority

General Enquiries

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

6.6 Basis of Payment

6.6.1 Basis of Payment – Firm Price - **C0207C** (2013-04-25)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "A", Line Item Details, for a cost of \$_____ (To be inserted by the Contracting Authority). Customs duties are included and Applicable Taxes are extra.

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

6.6.2 SACC Manual Clauses

| | | |
|---------------|---|------------|
| <u>C2000C</u> | Taxes – Foreign-based Contractor | 2007-11-30 |
| <u>C2605C</u> | Canadian Customs Duties and Sales Tax – Foreign-based | 2008-05-12 |
| <u>H1000C</u> | Single Payment | 2008-05-12 |
| <u>H1001C</u> | Multiple Payment | 2008-05-12 |

6.7 Electronic Payment of Invoices - Contract - H3027C (2016-01-28)

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

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

6.8 Invoicing Instructions – H5001C (2008-12-12)

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

Department of National Defence
25 CF Supply Depot
P.O. BOX 4000, STN "K"
Montreal, QC
H1N 3R9
CANADA
ATTN: Invoice Section
W1941
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract. The Contractor is requested to provide invoices in electronic format to the Contracting Authority unless otherwise specified by the Contracting Authority, thereby reducing printed material.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information

are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) The Articles of Agreement;
- (b) [2010A](#) (2020-05-28) General Conditions – Goods (Medium Complexity);
- (c) Annex “A”, Line Item Details;
- (d) The Contractor's bid dated [to be inserted by the Contracting Authority](#), as amended [to be inserted by the Contracting Authority](#).

6.12 Preparation for Delivery

6.12.1 Packaging Requirement using Specification D-LM-008-036/SF-000 - [D3018C](#) (2014-09-25)

The Contractor must prepare the item(s) marked “Packaging: D-LM-008-036/SF-000” in Annex “A”, Line Item Details, 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 in quantities of one (1) by package.

6.12.2 Shipping Instructions - Free on Board Destination and Delivered Duty Paid - [D4002C](#) (2013-04-25)

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

FOB Destination 25 CFSD Receipts Section 6363 Notre Dame Street, Montreal, QC, Canada H1N 3V9 including all delivery charges and customs duties and Applicable Taxes.

6.12.4 Delivery Appointments

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

25 CF Supply Depot Montreal, Montreal, QC.
Telephone: 1-866-935-8673 (toll free), or 514-252-2777, ext. 2363 / 4673 / 4282

6.13 Quality Assurance

6.13.1 ISO 9001:2015 - Quality Management Systems - Requirements (QAC C) – [D5545C](#) (2019-05-30)

For item(s) marked “ISO 9001:2015 QUALITY ASSURANCE: C” in Annex “A”, Line Item Details.

6.13.2 ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q) - **D5540C** (2019-05-30)

For item(s) marked "ISO 9001:2015 QUALITY ASSURANCE: Q" in Annex "A", Line Item Details.

6.13.3 Additional Quality Assurance SACC Manual Clauses

| | | |
|----------------------|---|------------|
| <u>D5510C</u> | Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor | 2017-08-17 |
| <u>D5515C</u> | Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor | 2010-01-11 |
| <u>D5604C</u> | Release Documents (Department of National Defence) - Foreign-based Contractor | 2008-12-12 |
| <u>D5605C</u> | Release Documents (Department of National Defence) - United States-based Contractor | 2010-01-11 |
| <u>D5606C</u> | Release Documents (Department of National Defence) - Canadian-based Contractor | 2017-11-28 |

6.13.4 Release Documents – Distribution – **D5620C** (2012-07-16)

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

*National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: _____*

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

*DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2*

E-mail: ContractAdmin.DQA@forces.gc.ca.

6.14 Condition of Material - Contract - **B1006C** (2014-06-26)

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.

**6.15 Military Aviation Replacement Parts – Airworthiness Documentation - D9010C
(2015-02-25)**

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

- a) Certificate of Conformance as per Part 3 Bid Preparation Instructions, subsection 3.2.1 Military Aviation Replacement Parts - Condition and Certification of Deliverables End Items;

6.16 Shelf Life

The Contractor must ensure that item # 19 – Harder, Advise, will contain 75 percent of the authorized shelf life as listed in *CFTO D-05-001-001/SF-000* at date of delivery to the Department of National Defence.

6.17 Additional SACC Manual Clauses

| | | |
|---------------|---|------------|
| <u>A0301C</u> | Military Aviation Replacement Parts – Maintenance of Records | 2007-05-25 |
| <u>A9006C</u> | Defence Contract | 2012-07-16 |
| <u>B7500C</u> | Excess Goods | 2006-06-16 |
| <u>C2800C</u> | Priority Rating | 2013-01-28 |
| <u>C2801C</u> | Priority Rating - Canadian-based Contractors | 2017-08-17 |
| <u>D2000C</u> | Marking | 2007-11-30 |
| <u>D2001C</u> | Labelling | 2007-11-30 |
| <u>D2016C</u> | Additional Package Markings – Identical | 2010-01-11 |
| <u>D2015C</u> | Additional Package Markings – Different | 2010-01-11 |
| <u>D2025C</u> | Wood Packaging Materials | 2017-08-17 |
| <u>D3015C</u> | Dangerous Goods / Hazardous Products – Labelling and Packaging Compliance | 2014-09-25 |
| <u>D6010C</u> | Palletization | 2007-11-30 |
| <u>D9002C</u> | Incomplete Assemblies | 2007-11-30 |
| <u>G1005C</u> | Insurance - No Specific Requirement | 2016-01-28 |

ANNEX "A"
Line Item Details

- Bidders do not have to quote a price for all items identified in the bid solicitation.
- Bidders must complete all mandatory information under the columns identified as **"REQUIRED"** for each line item(s) proposed by the Bidder. Failure to provide the mandatory information, will result in the bid being declared non-responsive for the respective line item. Conditional prices will not be accepted.
- As per Part 3, sub-section 3.2.2, if proposing a substitute product, Bidders must also include the reason for change/supporting data. Bidders are requested to include this information under the "Description" column heading.

| Item | DESCRIPTION Must clearly indicate part number and N/CAGE offered *REQUIRED* | DELIVERABLE END ITEM GRID (Refer to section 3.2.1) *REQUIRED* | DESTINATION ADDRESS | U. of I. | Qty | FIRM UNIT PRICE FOB Destination, Canadian customs duties and excise taxes included, applicable taxes extra *REQUIRED* | EXTENDED PRICE: Applicable taxes extra | DELIVERY OFFERED *REQUIRED* |
|------|--|---|---|----------|-----|---|--|---------------------------------------|
| 1 | NSN: 5855-01-440-1765 Description: Battery Compartment Part No.: 268465, Alternate PN: BA-2003-100 NSCM/CAGE: 13567 or 58078 ISO 9001:2015 QUALITY ASSURANCE: Q Packaging: D-LM-008-036/SF-000 <ul style="list-style-type: none"> • P/N offered _____; • NSCM/CAGE _____; • Cert. of Conformance from the Original Equipment Manufacturer (OEM) (Y or N) • Substitution Notice: Reason for Change/Supporting Data (if required): _____ | <input type="checkbox"/> Category 1 New Materiel <input type="checkbox"/> Category 2 New Surplus <input type="checkbox"/> Category 3 Other Condition | Department of National Defence 25 CFSD Montreal Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA | EA | 60 | \$ | \$ | |
| 2 | NSN: 5855-01-527-5700 MOUNT VIEWER Acceptable P/N : NCAGE: 27073-2 : 13567 ISO 9001:2015 QUALITY ASSURANCE: C Packaging: D-LM-008-036/SF-000 <ul style="list-style-type: none"> • P/N offered _____; • NSCM/CAGE _____; • Cert. of Conformance from the Original Equipment Manufacturer (OEM) (Y or N) • Substitution Notice: Reason for Change/Supporting Data (if required): _____ | <input type="checkbox"/> Category 1 New Materiel <input type="checkbox"/> Category 2 New Surplus <input type="checkbox"/> Category 3 Other Condition | Department of National Defence 25 CFSD Montreal Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA | EA | 20 | \$ | \$ | |

ANNEX "B" TO PART 3 OF THE BID SOLICITATION
Additional information

1. Electronic Payment of invoices - Bid H3027T (2016-01-28)

Canada requests that Bidders complete option 1 or 2 below:

1. () Electronic Payment Instruments will be accepted for payment of invoices.
The following Electronic Payment Instrument(s) are accepted:
 - o () Direct Deposit (Domestic and International);
 - o () Electronic Data Interchange (EDI);
 - o () Wire Transfer (International Only);

2. () Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.
Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion

2. Bidder's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General Enquiries

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____