



**REQUEST FOR PROPOSAL /
DEMANDE DE PROPOSITION**

**RETURN BIDS TO:
RETOURNER LES SOUMISSION 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 : Eastern Standard Time
(EST) - Heure normale de l'Est
(HNE)

On - le : 13 Dec 2022 at
1400hrs

Title / Titre: M134D Weapon System parts Pièces pour le système de l'arme M134D		Solicitation No / No de l'invitation: W8485-237403
Date of Solicitation / Date de l'invitation: 29 November 2022 29 novembre 2022		Amendment No – No de la Modification 002
Address Enquiries to – Adresser toutes questions à: National Defence Headquarters 101 Colonel By Drive Ottawa, ON K1A 0K2 Attn: Mac Davis-Kelly DAP 8-2-2-2 Mac.Davis-Kelly2@forces.gc.ca		
Telephone No. / N° de téléphone: N/A		FAX No / No de fax: N/A
Destination: Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada		

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

Delivery required / Livraison exigée: 31 March 2023 31 mars 2023	Delivery offered / Livraison proposée:
Vendor Name and address / Raison sociale et adresse du fournisseur:	
Name and title of person authorized to sign on behalf of vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie):	
Name / Nom: _____	Title / Titre: _____
Signature: _____	Date: _____

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 REQUIREMENT	3
1.3 DEBRIEFINGS	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS	4
2.3 ENQUIRIES - BID SOLICITATION	4
2.4 APPLICABLE LAWS	4
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	5
2.6 MILITARY AVIATION REPLACEMENT PARTS:CONDITION AND CERTIFICATION OF DELIVERABLES END ITEM	5
PART 3 - BID PREPARATION INSTRUCTIONS	9
3.1 BID PREPARATION INSTRUCTIONS	9
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES	10
4.2 BASIS OF SELECTION	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION N/A	11
PART 6 - RESULTING CONTRACT CLAUSES	12
6.1 SECURITY REQUIREMENTS	12
6.2 REQUIREMENT	12
6.3 STANDARD CLAUSES AND CONDITIONS	12
6.4 TERM OF CONTRACT	12
6.5 AUTHORITIES	13
6.6 PAYMENT	14
6.7 INVOICING INSTRUCTIONS	14
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	14
6.9 APPLICABLE LAWS	15
6.10 PRIORITY OF DOCUMENTS	15
6.11 DEFENCE CONTRACT	15
6.12 SACC MANUAL CLAUSES	15
6.13 DISPUTE RESOLUTION	15
6.14 PACKAGING REQUIREMENT	16
6.15 QUALITY ASSURANCE	16
6.16 SHIPPING INSTRUCTIONS – DEPARTMENT OF NATIONAL DEFENCE	16
ANNEX "A"	18
REQUIREMENT – LINE ITEM DETAILS	18
ANNEX "B" TO PART 3 OF THE BID SOLICITATION	19
ELECTRONIC PAYMENT INSTRUMENTS	19

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The requirement is detailed under "Line Item Detail" at **Annex A**.

1.3 Debriefings

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

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 or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 05, Submission of Bids – Subsection 4 is amended as follows:

Delete: 60 days
Insert: 90 days
- c) Section 20, Further information – Subsection 2 is deleted in its entirety.

2.1.1 SACC Manual Clauses

[B1000T](#) (2014-06-26) Condition of Material-Bid

[B3000T](#) (2006-06-16) Equivalent Products/ Substitutes (Form, Fit and Function)

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. .

Note: For bidders who choose to submit their bids using epost Connect for bid closing at the Bid Receiving Unit in the National Capital Region, the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Submissions will not be accepted if sent directly to this email address. This e-mail address must be used to initiate an epost Connect conversation as outlined in Standard Instructions 2003 or to send bids using an epost Connect message if the Bidder is using their own epost Connect user license.

2.3 Enquiries - Bid Solicitation

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

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

eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

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

1. Category #1 - New Materiel

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

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

all available traceability documentation is required with the bid. Bids containing parts identified in this category are subject to evaluation by Canada.

Deliverable End Item Grid

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

Item	Category 1 New Materiel	Category 2 New Surplus Materiel	Category 3 Other Condition
-------------	------------------------------------	--	---------------------------------------

For example	NSCM : ABC12	_____	_____
	Name: PWGSC	_____	_____
1	_____	_____	_____
2	_____	_____	_____

Requirements for Airworthiness Certification

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

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

1. Category #1 and #2 military unique aviation replacement parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:
 - a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
 - b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - c. identification of both the authorized signatory and the organization.
2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:
 - a. form TCCA Form One, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
 - b. FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;
 - c. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or
 - d. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
 - i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
 - ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - iii. identification of both the authorized signatory and organization.
3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

2.6.1 Military aviation replacement parts – Substitutes and Traceability

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

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

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

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

Substitution Notice

1. Item Number: _____

2. Original Technical Data (as referenced below):

- a. Part Number: _____
- b. NSCM/CAGE code: _____
- c. Other: _____

3. Proposed Change(s)

- a. Part Number: _____
- b. NSCM/CAGE code: _____
- c. Other: _____

4. Reason for Change/Supporting Data:

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

2.7 Substitute Products – Samples (Department of National Defence)

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

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within **“7 Calendar Days”** from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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. The total amount of Applicable Taxes must be shown separately.

Bidders should include the following information in their financial bid:

1. Their legal name;
2. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - their bid; and any contract that may result from their bid.

PLEASE NOTE: IF APPLICABLE, IT IS MANDATORY FOR THE BIDDER TO BID ON IDENTICAL LINE ITEMS (I.E. IDENTICAL NATO STOCK NUMBER), AS ONLY THE DELIVERY LOCATION DIFFERS

Section III: Certifications

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

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Annex “B”** Electronic Payment Instruments, to identify which ones are accepted.

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

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

3.1.2 Exchange Rate Fluctuation

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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must explain and demonstrate how they propose to meet the mandatory technical requirements as outlined at **Annex A – Requirement**.

4.1.2 Financial Evaluation

[A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders.

4.2 Basis of Selection

[A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

Goods must be received before 31 Mar 2023

4.2.1 Identical Low Bids – Best Value

If identical low bids are received, the Treasury Board Contracting Policy ([subsection 10.8.17](#)) provides that the contract should be awarded on the basis of best value. Our evaluation method, of identical low bids, will be conducted by evaluating the following terms provided by the bidder, in the order provided below, to identify the most favorable option for Canada:

- a. Delivery date offered by the bidder
- b. Time the bid was received by the bidder
- c. Track record of the bidder (after-sales service)

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications that bidders provide to Canada are subject to verification by Canada at any time. Unless otherwise specified, Canada will declare a bid non-responsive, or in default on the part of the Contractor if any certification made by the Bidder is found to be untrue, knowingly or unknowingly, whether during the period evaluation of bids or during the term of the contract.

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

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 "Line Item Detail" at **Annex "A"**.

6.2.1 Condition of Material – Contract

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: _____

(NOTE TO BIDDER: To be inserted at contract award).

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010A](#) (2022-01-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Contract Period

The contract period is from award to _____. (**NOTE TO BIDDER: To be inserted at contract award**).

6.4.2 Delivery Date

All the deliverables must be received on or before _____. (**NOTE TO BIDDER: To be inserted at contract award**).

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mac Davis-Kelly
Title: Materiel Acquisition and Support Officer
DGAEPM/DAP/DAP 8-2-2-2
Department of National Defence
Directorate: Directorate Aerospace Procurement
Address: 101 Colonel By Drive
Ottawa, ON
K1A 0K2
E-mail address: Mac.Davis-Kelly2@forces.gc.ca

6.5.2 Technical Authority

The Technical Authority for the Contract is *to be determined*. (**NOTE TO BIDDER: To be provided at contract award**).

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

6.5.3 Contractor's Representative

6.5.3 Contractor's Representative (**NOTE TO BIDDER: must be filled out and submitted by the Vendor with their bids**)

The person responsible for:

General enquiries:

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up:

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **firm unit price**, as specified in **Annex A**, for a cost of \$_____for Line Item no. . Customs duties are excluded and Applicable Taxes are extra. (**NOTE TO BIDDER: To be inserted at contract award**).

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 Electronic Payment of Invoices – Contract

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

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

6.6.3 Multiple Payments

H1001C (2008-05-12) Multiple Payments

6.7 Invoicing Instructions

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

W1941
Department of National Defence25
CANADIAN FORCES SUPPLY
DEPOT
6560 HOCHELAGA ST
MONTREAL QC H1N 1X9
Attention: Accounts Payable
Section

- b. A copy must be forward to the Contracting Authority identified under section entitled "Authorities of the contract

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 **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) the Articles of Agreement;
- (b) The [2003](#) (2020-05-28) Standard Instructions – Goods and Services – Competitive Requirements
- (c) The general conditions [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) the Contractor's bid dated _____ (*insert date of bid*).

6.11 Defence Contract

SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

[A0301C](#) (2007-05-25) Military Aviation Replacement Parts- Maintenance of Records
[B1202C](#) (2007-05-25) Age Control of Elastomeric Materials
[B7500C](#) (2006-06-16) Excess Goods
[D0050C](#) (2007-05-25) End User Certificate
[D6010C](#) (2007-11-30) Palletization
[D9002C](#) (2007-11-30) Incomplete Assemblies
[G1005C](#) (2016-01-28) Insurance – No Specific Requirement

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.14 Packaging Requirement

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

The Contractor must package item numbers in quantities of one (1) **per** package, and **must package** all item numbers, as located under description on **Annex A**.

D2000C (2007-11-30), Markings

D2001C (2007-11-30), Labelling

D2025C (2017-08-17), Wood Packing Materials

6.15 Quality Assurance

D5510C (2022-05-12) Authority for quality insurance (Ministry of National Defense): Entrepreneur established in Canada

D5545C(2019-05-30) ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code C)

6.16 Shipping Instructions – Department of National Defence

6.16.1 Shipping Instructions (Department of National Defence) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at _____ *(Please provide the name of the location, i.e. contractor's location)*, 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 fail 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"

REQUIREMENT – Line item details

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Quality Assurance Control	Controlled Goods	Firm Unit Price, Applicable Taxes Extra	Applicable Taxes	Delivery Lead Time	Extended Price
1	NSN: 1005-01-490-9689 FEEDER/DELINKER P/N DAFD2000-1 NCAGE 1PN61	EA	7	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Ministry of National Defence CFSD Montreal PO Box 4000, stn. K Montreal, QB H1N 3R9 Attention: Accounts Payable	C	No	\$	\$		\$
2	NSN: 1005-20-A0Y-5290 LIGHT WEIGHT LITHIUM BATTERY P/N DMG0780 NCAGE 1PN61	EA	2	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Ministry of National Defence CFSD Montreal PO Box 4000, stn. K Montreal, QB H1N 3R9 Attention: Accounts Payable	C	No	\$	\$		\$
3	NSN: 1005-20-A0Y-5291 BATTERY CHARGER, LITHIUM ION, TYPE B P/N BCH0450-B NCAGE 1PN61	EA	1	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Ministry of National Defence CFSD Montreal PO Box 4000, stn. K Montreal, QB H1N 3R9 Attention: Accounts Payable	C	No	\$	\$		\$
4	NSN: 6145-01-574-6006 POWER CABLE W/ 60 AMP CIRCUIT BREAKER & SMALL CHARGING CIRCUIT P/N DPC0058 NCAGE 1PN61	EA	1	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Ministry of National Defence CFSD Montreal PO Box 4000, stn. K Montreal, QB H1N 3R9 Attention: Accounts Payable	C	No	\$	\$		\$

5	NSN: 1005-01-546-9100 DEFLECTOR, LINK- CARTRIDGE CASE P/N DMG0655 NCAGE 1PN61	EA	7	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Ministry of National Defence CFSD Montreal PO Box 4000, stn. K Montreal, QB H1N 3R9 Attention: Accounts Payable	C	NO	\$	\$		\$
SUB TOTAL											\$
APPLICABLE TAXES									INSERT AMOUNT AS	GST:	\$
										HST:	\$
										PST:	\$
TOTAL											\$

ANNEX “B” to PART 3 OF THE BID SOLICITATION ELECTRONIC PAYMENT INSTRUMENTS

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

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