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**REQUEST FOR QUALIFICATION
DEMANDE DE QUALIFICATION**

Comments - Commentaires

Title - Sujet STTC Project - Long-Term In-Service Support - Invitation to Qualify	
Solicitation No. - N° de l'invitation W847A-200275/L	Date 2024-01-18
Client Reference No. - N° de référence du client	
GETS Reference No. - N° de référence de SEAG	
File No. - N° de dossier 002stt.W847A-200275	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2024-03-15	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Michelle Roberge-Butcher	Buyer Id - Id de l'acheteur 002stt
Telephone No. - N° de téléphone () - ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of National Defence ADM (Mat) DGMPD ON CANADA	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Strategic Tanker Transport Capability/Avion stratégique
de transport et de ravitaillement en vol
72, Laval st., 4th floor -
72 rue Laval, 4e étage -
Gatineau
Quebec
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

INVITATION TO QUALIFY

**STRATEGIC TANKER TRANSPORT CAPABILITY PROJECT –
LONG-TERM IN-SERVICE SUPPORT**

W847A-200275/L

Invitation to Qualify

Long-Term In-Service Support for the Strategic Tanker Transport Capability Project

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Invitation to Qualify for the Long-Term In-Service Support for the Strategic Tanker Transport Capability Project

1 GENERAL INFORMATION

1 Definitions

The following definitions apply for the purpose of this Invitation to Qualify (ITQ):

- 1.1 **“Qualified Supplier”** is a Respondent that successfully meets all the mandatory requirements of the ITQ. Only Qualified Suppliers will be invited to participate in any subsequent phases of the procurement process.
- 1.2 **“Respondent”** includes, at a minimum, an entity (or joint venture) for whom aircraft maintenance or materiel support are a core business.
- 1.3 Where the Respondent is more than one entity, **“Lead”** means the entity authorized by all the other entities and the main point of contact with Canada for communication purposes. Where necessary, due to reasons such as information being provided of a commercially sensitive nature, other entities of the Respondent should be authorized to flow that information directly to the Contracting Authority.

2 Introduction

- 2.1 **Purpose of this ITQ:** The purpose of Phase 1 – ITQ (see Section 1.4.a) is to identify Qualified Suppliers that will be invited to participate in the subsequent CC330 long-term In-Service Support (ISS) procurement process for maintenance support and materiel support.
- 2.2 **Phase 1 of the In-Service Support for the CC330 Procurement Process:** This ITQ is the first phase of a Department of Public Works and Government Services Canada-led procurement process for the long-term ISS for the Strategic Tanker Transport Capability (STTC) project. Respondents must provide a fully compliant response to this ITQ as described in Section 2.5 – Security Requirements and Section 3 in order to become a Qualified Supplier. Only Qualified Suppliers will be permitted to participate and bid on any subsequent solicitation issued as part of this long-term ISS procurement process.
- 2.3 **Further Evaluation of Qualified Suppliers:** Even though certain Respondents may be pre-qualified by Canada as a result of this ITQ, Canada reserves the right, pursuant to the terms of this ITQ, to re-evaluate any aspect of the qualification of any Qualified Supplier at any time during the long-term ISS procurement process and change their status to “unqualified” if they no longer meet the requirements provided in this ITQ.
- 2.4 **ITQ is not a Bid Solicitation:** This ITQ is not a solicitation of bids or tenders. No contract will be awarded as a result of the activities during the ITQ Phase. Canada reserves the right to cancel and re-issue this ITQ at any time during the ITQ Phase and it may not result in any of the subsequent procurement processes described in this document. Respondents and Qualified Suppliers may withdraw from the procurement process at any time; therefore, Qualified Suppliers can choose not to bid on any subsequent solicitation.
- 2.5 **National Security Exception:** The national security exceptions provided for in the applicable trade agreements have been invoked for the CC330 long-term ISS procurement process.

- 2.6 **Controlled Goods Program:** This procurement process is subject to the Controlled Goods Program. Respondents will be required to be registered with the Controlled Goods Program: <https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/index-eng.html> or be exempt from registration.

3 Overview of Project

- 3.1 The Strategic Tanker Transport Capability (STTC) project will deliver a fleet of nine CC330 Husky aircraft to replace the CC150 Polaris. This capability will serve as the Royal Canadian Air Force's multi-role, air-to-air refueling fleet and complement the strategic airlift capabilities of other transport aircraft. The CC330 Husky will be a Canadian version of the Airbus A330-MRTP, which is based on the civilian Airbus A330.

- 3.2 The CC330 fleet will consist of nine aircraft, eight MRTP aircraft and one aircraft will serve in a Government of Canada transport role.

- 3.3 The Department of National Defence has a requirement for the long-term ISS for this fleet, which will be conducted at two locations (Main Operating Base East – (MOB-E) and Main Operating Base West – (MOB-W)) and include domestic and international deployments.

Note: MOB-E will be located in Trenton, Ontario, and the location of MOB-W has not yet been determined.

- 3.4 This work will be divided into four main work packages, as follows:

- a) Maintenance support;
- b) Materiel support;
- c) Training support; and
- d) Original Equipment Manufacturer (OEM) support.

- 3.5 Respondents will be able to qualify for the maintenance support and/or the materiel support work package(s) as part of this ITQ process. The other support work packages will be managed under separate procurement processes.

- 3.6 The following list the anticipated scope of work for the maintenance support and the materiel support. These lists are not final and are subject to change based on the Review and Refine Requirements of Phase 2, described in more detail at article 5.1.

3.7 Maintenance Support

- a) Maintenance support will consist of the following, but not limited to:
 - i) Airworthiness management;
 - ii) Line maintenance at MOB-E, MOB-W and during deployments;
 - iii) First line maintenance at MOB-E;
 - iv) Second line maintenance at MOB-E;
 - v) Third line maintenance at contractor facilities;
 - vi) Maintenance support (e.g. maintenance control, configuration management and control, electronic records keeping, etc.); and
 - vii) Engineering support.

3.8 Materiel Support

- a) Materiel support will consist of the following, but not limited to:
 - i) Component/line replaceable unit repair and overhaul;
 - ii) Logistics support analysis;

- iii) Managing obsolescence;
- iv) Materiel contingency planning;
- v) Inventory rationalization;
- vi) Facilitating disposal efforts;
- vii) Packaging/handling/storage/transportation;
- viii) Warranty management; and
- ix) Warehousing.

4 Industrial and Technological Benefits

- 4.1 Canada's Industrial and Technological Benefits (ITB) Policy, including Value Proposition (VP), will apply to the CC330 long-term ISS and will require the successful bidder to make investments in Canada equal to the value of each of the two resulting contracts discussed in this ITQ.
- 4.2 The objectives of the ITB Policy include:
- a) Support the long-term sustainability and growth of Canada's aerospace and defence sectors by maximizing direct opportunities for Canadian industry;
 - b) Ensure strong Canadian participation in the long-term sustainment program, including long-term ISS of the aircraft, its systems, training and simulation;
 - c) Support growth of contractors and suppliers in Canada, including small and medium-sized enterprises in all regions of Canada;
 - d) Enhance innovation through research and development in Canada;
 - e) Increase the export potential of Canadian based firms; and,
 - f) Promote skills development and training to advance employment opportunities for Canadians.
- 4.3 This procurement will align with Canada's Key Industrial Capabilities (KICs), which may include: aerospace systems and components, defence systems integration, long-term ISS and, training and simulation. Further engagement will refine this list of KIC for the procurement.

Note: Further information on the ITB Policy can be found at www.canada.ca/itb.

5 Overview of the Anticipated In-Service Support Procurement Process

- 5.1 This ITQ is the first phase in the CC330 long-term ISS procurement process for maintenance support and materiel support. Although the procurement process remains subject to change at Canada's sole discretion, Canada currently anticipates that it will be conducted in the following phases:
- a) **Phase 1 – Invitation to Qualify Phase:** This ITQ will be used to qualify Respondents to participate in any subsequent phases of the CC330 maintenance support and materiel support procurement process. Respondents may qualify by providing a fully compliant response by meeting the requirements as described in Section 3 for each work package to which a Respondent wishes to qualify. Canada will publish the list of Qualified Suppliers, including all entities, on CanadaBuys after the ITQ phase.
 - b) **Phase 2 – Export Licenses, Initial Security & Review and Refine Requirements Phase:**
 - i) **Export Licenses:** After qualifying under Phase 1 and providing all required documentation, the names of the Qualified Suppliers will be shared with the Spanish Ministry of Industry and Tourism and those Qualified Suppliers may be granted an export license to access the Airbus Defence and Space Technical Publications listed in Section 3.3.

- ii) **Initial Security:** Qualified Suppliers will be required to submit a Contract Security Program Application for Registration for Canadian legal entities, foreign Respondents will be required to contact the International Industrial Directorate for more information regarding the security screening process.
- iii) **Review and Refine Requirements (RRR) Phase:** The RRR may run concurrently with the securing of export licenses and initial security checks. The objective of the RRR Phase is to obtain feedback from Qualified Suppliers on Canada's preliminary requirements, including on draft procurement documents and on various procurement options to meet Canada's requirements. It is intended to be a collaborative process and may involve interactions such as workshops, one-on-one sessions (commercially confidential meetings), and written questions and answers. Canada will consider the feedback provided by Qualified Suppliers. Qualified Suppliers may choose to bring representatives from potential subcontractors to individual meetings. Further details regarding the RRR Phase will be provided to those Respondents who qualify as a result of Phase 1.
- c) **Phase 3 – Request for Proposals Phase:** Canada will release the Request for Proposal (RFP) to those Qualified Suppliers who remain qualified at the time the RFP is released. To be eligible for Phase 3 Respondents must have received an export license that grants them access to the required Airbus technical publications. Canada will evaluate bids in accordance with the RFP.

5.2 The anticipated timeline for this procurement is as follows:

- ITQ release – January 2024
- ITQ closing – March 2024
- Qualified suppliers list – March/April 2024
- Draft RFP – Spring 2024
- RFP release – Summer 2024
- Contracts awarded – 2025

6 Consultants

- 6.1 Canada has and may engage consultants in the future at its sole discretion, for the purposes of the CC330 long-term ISS.
- 6.2 Canada will share with consultants, on a need to know basis, information and documents provided to Canada, which may include those of Respondents, as part of the procurement process.
- 6.3 Consultants are required to sign non-disclosure agreements before gaining access to the information and documents as part of this procurement process.

7 Fairness Monitor

- 7.1 Canada has engaged BDO Canada LLP as a fairness monitor for the STTC project. They will monitor the fairness of the procurement process and report to Canada. The fairness monitor is under obligations pursuant to their contract with Canada to maintain the confidentiality of all information received as a result of their participation in this procurement process.

2 INSTRUCTIONS FOR RESPONDENTS

1 Standard Instructions, Clauses and Conditions

- 1.1 The [2003](#) (2023-06-08) Standard Instructions – Goods or Services – Competitive Requirements, have been amended for this ITQ and can be found at Annex G. If there is a conflict between Annex G and this document, this document prevails.
- 1.2 The ITQ is a solicitation of interest, not a request for bids or tenders. There is no response validity period, since an ITQ invites Respondents simply to qualify. Canada will assume that all Respondents wish to qualify unless they withdraw in writing. If a Respondent is more than one entity, withdrawal of any entity from the Respondent during the ITQ Phase will result in withdrawing the response of the Respondent.

2 Questions, Comments and Communications

- 2.1 **Single Point of Contact:** To ensure the integrity of the competitive procurement process, questions and other communications regarding this ITQ must be directed **only** to the Contracting Authority at: tpsgc.paastr-apistc.pwgsc@tpsgc-pwgsc.gc.ca. Failure to comply with this requirement may result in the response being disqualified from further consideration.
- 2.2 **Deadline for Asking Questions:** All questions and comments regarding this ITQ must be submitted by email to the Contracting Authority no later than five business days before the ITQ closing date. Questions received after that time may not be answered.
- 2.3 **Content of Questions:** Respondents should reference as accurately as possible the numbered item of the ITQ to which the question relates. Respondents should explain each question in sufficient detail in order to allow Canada to provide an accurate answer. Any questions that a Respondent believes include proprietary information must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such unless Canada determines that the question is not of a proprietary nature. Canada may edit the questions or may request that the Respondent do so, so that the proprietary nature of the question is eliminated, and the edited question and answer can be provided to all Respondents. Questions not submitted in a form that can be provided to all Respondents may not be answered by Canada.
- 2.4 **Publication of Answers:** To ensure the consistency and quality of information provided to suppliers, all questions (as per this Section) and the answers will be posted on [CanadaBuys](#) as an amendment to the ITQ.

3 Submission of Responses

- 3.1 Responses must be submitted only to Public Works and Government Services Canada (PWGSC) using CPC Connect by the date, time and place indicated in the ITQ.
- 3.2 The email address to set up a CPC Connect conversation is:

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

Note: Responses will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation in order to be able to submit your response, as detailed in Standard Instructions 2003. The CPC Connect conversation should be opened at least six business days in advance of the closing date.

- 3.3 Respondents may also visit the following website for more information regarding CPC Connect:

<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-connect>

- 3.4 Hard copy (submitted in person or via mail/courier) and faxed responses will not be accepted for this solicitation.

4 Rights of Canada

- 4.1 In addition to any other rights that Canada has as described in this ITQ, including those incorporated by reference, Canada reserves the right, at its sole discretion, to:
- a) reject and not consider further a response if, in Canada's opinion, any component of the response presents potential, perceived or real issues or matters that may be injurious to the national security of Canada;
 - b) remove at any time, any Qualified Supplier, if, in Canada's opinion, it presents potential, perceived or real issues or matters that may be injurious to the national security of Canada;
 - c) cancel this ITQ at any time;
 - d) reissue this ITQ;
 - e) at any time during Phase 2 – RRR, suspend Phase 2 and re-open Phase 1 – ITQ; and
 - f) if there is only one responsive Respondent to this ITQ that becomes a Qualified Supplier (in any work package), negotiate with the sole Qualified Supplier (in that particular work package) to procure a solution while ensuring best value to Canada.

5 Security Requirements

- 5.1 There are no security requirements associated with Phase 1 – ITQ.
- 5.2 For Phase 2, there will be security requirements.
- a) Qualified Suppliers are required to be registered, exempt or excluded under the Controlled Goods Program before receiving access to Airbus technical publications.
 - b) To minimize the potential of difficulties obtaining or maintaining security clearances throughout the procurement process, Qualified Suppliers will be required to complete and submit a Contract Security Program Application for Registration for Canadian legal entities form, foreign based Qualified Suppliers must contact the International Industrial Security Directorate for more information.
- 5.3 There will be security requirements in the RFP. These security requirements will be discussed with the Qualified Suppliers during the RRR Phase and will be established in the RFP documents when published.
- 5.4 Respondents should be aware that a security screening can be a lengthy process. To learn how to obtain security screening for your organization, please copy and paste the following link in a browser: <https://www.tpsgc-pwgsc.gc.ca/esc-src/organisation-organization/index-eng.html>. Foreign Respondents should contact the appropriate authorities in their domestic industrial security program on how to obtain security screening.

3 PREPARING AND SUBMITTING A RESPONSE

1 Language for Future Communications

- 1.1 Each Respondent is required to identify, in Form 1 – Response Submission Form, which of Canada’s two official languages the Respondent chooses to use for future communications with Canada regarding this ITQ and any subsequent phases of the procurement process.

2 Content of Response

- 2.1 If a Respondent wishes to qualify for both work packages they must submit two complete responses, one complete response for maintenance support and one complete response for materiel support.
- 2.2 Only complete responses will be eligible for qualification to participate in any subsequent procurement processes. A complete response to this ITQ by a Respondent must contain all of the following:
- a) **Signed and dated ITQ cover page (required at ITQ closing):** The response must include a signed and dated ITQ cover page.
 - b) **Annex A – CC330 In-Service Support Mandatory Technical Criteria (required at ITQ closing):** Respondents must include all the information required by the mandatory requirements.
 - c) **Annex B – Form 1: Response Submission Form (required at ITQ closing):** Respondents must include a completed Response Submission Form (Form 1) with their response. If a Respondent includes more than one entity, it is requested that all entities sign this form.
 - d) **Annex C – Form 2: Notices and Acknowledgements Form (required at ITQ closing):** Respondents must include a signed Notices and Acknowledgements Form (Form 2) with their response.
 - e) **Annex D – Conflict of Interest Declaration (required at ITQ closing):** Respondents must include a signed Conflict of Interest Declaration in their response.
 - f) **Annex E – Non-Disclosure Agreement (required at ITQ closing):** Respondents must include a signed Non-Disclosure Agreement in their response.
- 2.3 **Annex F – Checklist for ITQ Response** is provided for convenience purposes only, to allow Respondents to link their responses to the mandatory requirements contained in this ITQ. Canada does not warrant that the checklist is complete and reminds Respondents that it is their sole responsibility to provide a complete response to this ITQ. Respondents are not required to submit this form.
- 2.4 If Canada determines, subject to Section 4.2.3 herein that any of information required in any one of the forms is missing or incomplete, at Canada’s sole discretion, Canada may provide the Respondent with an opportunity to provide the additional information during the evaluation period.
- 2.5 Respondents to this ITQ should clearly mark “proprietary” for any submitted information that is to be considered as proprietary information.

3 Notices and Acknowledgements

- 3.1 Respondents are required to complete Form 2 (Annex C) with an authorized representative’s signature to acknowledge the following notices in their response to this ITQ:
- a) **Controlled Goods Program Registration:** The Respondent acknowledges that registration under the Controlled Goods Program (CGP) is a requirement for any potential bidders on the CC330 long-term ISS Contracts and is required to access Airbus Defence and Space

technical documentation. If not already registered, the Respondent asserts that it will be registered within 40 days after qualifying or will provide evidence that they are in process of registration with the PSPC Industrial Security Sector – Controlled Goods Program.

Note: The CGP is for Canadian companies; therefore, if the Respondent is a foreign entity, and not exempt from the CGP, it must register as a Canadian business prior to registration for the CGP.

- b) **Security:** The Respondent acknowledges that a Contract Security Program Application for Registration form will be completed when required. If the Respondent is a foreign entity it acknowledges that they will contact the International Industrial Security Directorate regarding the security screening process.
- c) **Airbus A330-MRTT Export Licenses:** The Respondent assents that after qualifying under Phase 1 of this ITQ they will provide Canada with the required information to obtain an export license, if not already obtained, for the following Airbus Defence and Space technical documents:
 - i. AMM – Aircraft Maintenance Manual
 - ii. AWL – Aircraft Wiring List
 - iii. ASM – Aircraft Schematics Manual
 - iv. AWM – Aircraft Wiring Manual
 - v. IPC – Illustrated Parts Catalogue
 - vi. MMPD – Military Maintenance Planning Document
 - vii. TSM – Trouble Shooting Manual
- d) **Documentation:** Respondents acknowledge that any documents provided via an export license process must be destroyed or returned at the end of the procurement process.
- e) **ITB/VP requirement:** Respondents are notified that Canada's ITB policy including VP will apply to all CC330 long-term ISS solicitations. For more information of ITB Policy please visit: <https://www.ic.gc.ca/eic/site/086.nsf/eng/home>.
- f) **Aboriginal Participation Component (APC):** Respondents are notified that an APC may be included in any CC330 long-term ISS solicitation. For more information of APC Policy (Procurement Strategy for Aboriginal Business) please visit: <https://www.aadnc-aandc.gc.ca/eng/1100100032802/1100100032803>.

4 EVALUATION OF RESPONSES

1 Evaluation of Respondent Qualifications

- 1.1 Canada will evaluate whether each response satisfies all the mandatory requirements described in this ITQ. A Respondent must comply with all the mandatory requirements and requirements of the ITQ in its response in order for the Respondent to proceed to Phase 2 of the procurement process.

2 Conduct of the Evaluation

2.1 Assessment of Responses:

- a) Each Respondent's response will be assessed in accordance with all the mandatory requirements (as defined in sub-section b) below) described in this ITQ, including the mandatory technical criteria in Annex A.
- b) Any element of this ITQ identified with the words "**must**" or "**mandatory**" or "**required**" is a mandatory requirement. A Respondent's response that does not comply with each and every mandatory requirement will be declared non-compliant and be disqualified. Once a Respondent's response has been disqualified, Canada will have no obligation to evaluate the response further.

- 2.2 **Evaluation Team:** An evaluation team composed of representatives of the Government of Canada will evaluate the responses. Canada may hire any independent consultant, or use any Government of Canada resources, to evaluate any response. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

- 2.3 **Discretionary Rights during Evaluation:** In addition to any other rights described in this ITQ, in conducting its evaluation of the responses, Canada may, but will have no obligation to, do the following:

- a) Canada may, in its discretion, request and accept at any time from a Respondent (including after ITQ closing) and consider as part of the response, any information to correct errors or deficiencies in the response that are clerical or administrative, such as, without limitation, failure to provide a form, failure to provide a certification, failure to sign the response or form or failure to provide contact information. The Respondent must address only the missing information identified by the Contracting Authority;
- b) Canada may request additional information to verify the compliance of the response with any mandatory requirement; and
- c) Canada may verify any information provided by a Respondent through independent research.

- 2.4 **Requests for Clarifications:** If Canada seeks clarification or verification or additional information or missing information from a Respondent with respect to its response, the Respondent will have the time specified in writing by the Contracting Authority to provide the necessary information to Canada. Depending on the nature of the request, failure to meet this deadline may result in the response being disqualified.

- 2.5 **Extension of Time to Respond:** If additional time is requested by a Respondent, Canada may grant an extension in its sole discretion for all Respondents.

3 Basis of Qualification

- 3.1 Each Respondent whose response meets all the mandatory requirements of this ITQ will be qualified to proceed in any further procurement process for the maintenance support and/or materiel support work packages. The names of Respondents who qualify under this ITQ will be

conveyed to the Spanish Ministry of Industry and Tourism for access to the required export licenses.

- 3.2 Canada reserves the right to re-evaluate the qualification of any Qualified Supplier at any time during the CC330 long-term ISS procurement process. If Canada re-evaluates the qualification of any Qualified Supplier, Canada may request further information and, if the Qualified Supplier fails to provide it within the time period specified in writing by the Contracting Authority, may disqualify the Qualified Supplier.
- 3.3 Respondents that have not qualified will not be given another opportunity to participate or be re-evaluated for the subsequent phases of the CC330 long-term ISS procurement process for maintenance support and materiel support, unless Canada determines at its sole discretion to conduct a second qualification round.
- 3.4 All Respondents will be notified in writing regarding whether or not they have qualified. In addition, the list of Qualified Suppliers, including the entities forming them, will be published on CanadaBuys.
- 3.5 Canada may, at any time during Phase 2 – RRR, re-open Phase 1 – ITQ by publishing an ITQ on CanadaBuys at the same time as the RRR Phase activities are conducted with existing Qualified Suppliers. If another qualification round results in additional Qualified Suppliers, Canada will share the RRR Phase documents with them and they will be able to either join the engagement activities, should Canada have planned such activities or have the same opportunity for engagement activities with respect to the CC330 long-term ISS procurement process.

4 Withdrawals and Additions of the Entities that Form the Respondent or Qualified Supplier

- 4.1 This Section 4.4 applies to any Respondent that consists of more than one entity.
- 4.2 Following the ITQ Phase, one or more entities can be added to a Qualified Supplier, by written notice from the Respondent to the Contracting Authority and at Canada's discretion. These added entities may withdraw, or be removed by the Respondent, by written notice to the Contracting Authority. In addition:
 - a) An entity must meet the security requirements of the applicable procurement phase before it can be added to a Qualified Supplier; and
 - b) The cut-off date for addition, withdrawal or removal of entities will be discussed with Qualified Suppliers during the RRR Phase and will be defined in the future documentation as required.

Annex A – CC330 In-Service Support Mandatory Technical Criteria

1. Maintenance Support Work Package

Respondents must meet the following mandatory technical criteria to qualify for the maintenance support work package.

1) Acceptable Maintenance Organisation/Approval

a) Requirement:

- Respondents must:
 - (a) Hold a current Approved Maintenance Organization (AMO) or an Air Operator Certificate (AOC) that has been issued from a Civil Airworthiness Authority (e.g. Transport Canada Civil Aviation Authority, Federal Aviation Administration (FAA) Authority, European Aviation Safety Authority (EASA) Authority), or an AMO/AOC certificate from a Military Airworthiness Authority currently recognized by the Department of National Defence's Technical Airworthiness Authority (TAA) for any Large Transport Category Aircraft (e.g. EASA CS-25, FAA Part 25, TCAC Chapter 525).
 - (b) Hold an approved Airworthiness Process Manual (e.g. Maintenance Control Process Manual, Maintenance Process Manual, etc.) that covers the provision of First, Second or Third line maintenance services for Large Transport Aircraft (e.g. EASA CS-25, FAA Part 25, TCAC Chapter 525).

b) Evidence Required:

- Respondents must submit with their response:
 - (a) A signed copy of a current AMO/AOC certificate for any Large Transport Category Aircraft (e.g. EASA CS-25, FAA Part 25, TCAC Chapter 525) issued from a Civil Airworthiness Authority or a from a Military Airworthiness Authority.
 - (b) A copy of their approved Airworthiness Process Manual and Approval Certificate identifying aircraft and maintenance scope (e.g. maintenance control manual, maintenance process manual, etc.).

Note: If a Respondent is a joint venture, at least one company within the joint venture must meet the mandatory technical criteria.

2. Materiel Support Work Package

Respondents must meet the following mandatory technical criteria to qualify for the materiel support work package.

1) Aeronautical Materiel Support Services Experience

a) Requirement:

- Respondents must:
 - (a) Possess 7-years experience out of the last 10-years delivering the following materiel support for aeronautical parts including complex assemblies (e.g. engines, APUs, landing gear, rudders, flaps, thrust reversers, etc.).

b) Evidence Required:

- Respondents must submit with their response:
 - (a) Records and description (e.g. maintenance process manual or specific materiel support process manual, etc.) of experience managing aeronautical parts including complex assemblies (e.g. engines, APUs, landing gear, rudders, flaps, thrust reversers, etc.).
 - (b) References from companies or governments for which services were rendered, including contact information.

Note: If a Respondent is a joint venture, at least one company within the joint venture must meet the mandatory technical criteria.

Annex B – Form 1: Response Submission Form

Response Submission Form											
<p>Support Work Packages for Qualification:</p> <p>1) Maintenance support 2) Materiel support</p> <p>Please indicate the work package(s) to which you are seeking to qualify</p>											
<p>Respondent's Full Legal Name or, if applicable, Name of Lead Entity: <i>(required)</i></p>											
<p>Respondent's "Team Name" or "Joint Venture" <i>(if applicable)</i>:</p>											
<p>If a Joint Venture the Legal Names of all Entities <i>(if applicable)</i>:</p> <p>Can be included on a separate sheet if required.</p>											
<p>Legal Names of Potential Subcontractors <i>(if applicable)</i>:</p> <p>Can be included on a separate sheet if required.</p>											
<p>Authorized Representative of Respondent (i.e. Lead): <i>(required)</i></p> <p><i>(if Respondent is more than one entity identify the Lead that will be the Respondent's main point of contact with Canada for communication purposes such as clarifications)</i></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; background-color: #d3d3d3;">Name:</td> <td></td> </tr> <tr> <td style="background-color: #d3d3d3;">Title:</td> <td></td> </tr> <tr> <td style="background-color: #d3d3d3;">Address:</td> <td></td> </tr> <tr> <td style="background-color: #d3d3d3;">Telephone #:</td> <td></td> </tr> <tr> <td style="background-color: #d3d3d3;">Email:</td> <td></td> </tr> </table>	Name:		Title:		Address:		Telephone #:		Email:	
Name:											
Title:											
Address:											
Telephone #:											
Email:											
<p>Requested Language for future communications regarding this procurement process: <i>(please indicate either French or English)</i></p>											

On behalf of the Respondent, by signing below, I confirm that I have read the entire ITQ and I certify and agree that:

1. The Respondent considers itself able to meet all the mandatory requirements described in the ITQ;
2. The Respondent agrees to be bound by all the instructions and requirements of this ITQ; and
3. All the information provided in the response is complete, true and accurate.

Signature of Authorized Representative of Respondent:
(required)

Date: *(required)*

Annex C – Form 2: Notices and Acknowledgements Form

Respondents agree to the following as part of their response to this ITQ via the signature of their authorized representative in the form provided below:

Controlled Goods Program
The Respondent acknowledges that if they become a Qualified Supplier under Phase 1 of this ITQ they must be registered with the Controlled Goods Program or provide evidence they have applied within 40 days.
Security
The RFP for the long-term ISS for the CC330 fleet will have security requirements, as such the Respondent acknowledges that if they become a Qualified Supplier under Phase 1 of this ITQ they will be required to complete a Contract Security Program Application for Registration for Canadian legal entities form. All foreign based firms must contact the International Industrial Security Directorate for more information on the security screening process.
Airbus A330-MRTT Technical Documentation Export Licenses:
The Respondent assents that after qualifying under Phase 1 of this ITQ they will provide any additional information that may be required for the granting of an export license for the following A330-MRTT technical documents: <ul style="list-style-type: none"> • AMM – Aircraft Maintenance Manual • AWL – Airworthiness Limitation • ASM – Aircraft Schematics Manual • AWM – Aircraft Wiring Manual • MMPD – Military Maintenance Planning Document • TSM – Trouble Shooting Manual
Documentation
Respondents acknowledge that they must destroy or return any technical documents related to the any granted export license at the end of the procurement process.
ITB/VP Requirement
Respondents are notified that Canada’s ITB Policy including Value Proposition will apply to the STTC Project solicitation at Phase 3 – RFP.
Aboriginal Participation Component (APC)
Respondents are notified that an Aboriginal Participation Component may be included at Phase 3 – RFP.
<u>Authorized Representative of the Respondent</u> Name: Title: Signature:

Annex D – Conflict of Interest Declaration

Subject to Standard Instructions 2003 (2020-05-28), Section 18, Canada has engaged the assistance of the following private sector companies/contractors in the preparation of the solicitation documents and fairness monitoring:

1. Commerce Decisions
2. Jocelyn Décoste, BDO Canada LLP – Fairness monitor

Canada will disqualify any response in respect of which Canada determines, in its sole discretion, that the previous involvement, whether direct or indirect, of the Respondent (or any subcontractor, joint venture partner, employee, agent, representative or advisor of the Respondent) with the aforementioned Contractors confers an unfair advantage upon the Respondent or creates a conflict of interest or a perceived conflict of interest.

The Respondent represents and certifies that it does not consider itself to be in conflict of interest, nor to have an unfair advantage as a result of any involvement it (or any subcontractor, joint venture, employee, agent, representative or advisor of the Respondent) had with the aforementioned Contractors; however, the Respondent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest or unfair advantage exists.

CERTIFICATION SIGNATURE

By providing a signed response, we hereby certify compliance with the above noted requirements. We also certify that the signature below is that of a person authorized to sign on behalf of the Respondent.

Signature

Date

Title of person authorized to sign on behalf of the Respondent

Name of the Respondent

Annex E – Non-Disclosure Agreement

Respondent: _____

I, _____, acting as the representative of **Respondent**, am aware that **Respondent** may be given access to information by or on behalf of Canada pursuant to the procurement process for the In-Service Support for the CC330.

Information

1. During this procurement process, certain information may be disclosed to **Respondent** or **Respondent** may be given access to by or on behalf of Canada that is:
 - a. proprietary to Canada or other third party, whether or not labeled as proprietary or sensitive, including information conceived, developed or produced by Canada, and
 - b. not otherwise made publicly available by Canada without obligations of confidentiality or non-disclosure (collectively, the "Information").
2. For the purposes of this agreement, Information includes but is not limited to: any documents, instructions, guidelines, data, equipment, material, advice or any other information whether received orally, visually, or in printed form, recorded electronically, or otherwise, that is disclosed.
3. **Respondent** shall keep confidential all Information to which **Respondent** had access to. **Respondent** shall not disclose any Information to any other company or person unless required to properly address any stage of the CC330 long-term ISS procurement process, nor shall **Respondent** make or permit any public disclosure or release whatsoever of the purpose of the information, in whole or in part.
4. **Respondent** will safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions by Canada, to prevent the disclosure of Information that **Respondent** may be given access to.
5. **Respondent** may disclose Information where it is required to do so by law or order of a court of competent jurisdiction, but only to the extent necessary to comply with such law or order and provided that, without prejudice to the foregoing, **Respondent** has complied with any direction of Canada with respect to such disclosure.
6. **Respondent** shall immediately notify Canada of any breach of this Agreement.

Signature

Date

Annex F – Checklist for ITQ Response

#	Requirement	Reference to applicable page and paragraph in the Respondent's Response to this ITQ
1	Signed and Dated ITQ Cover Page	
2	Annex A – CC330 In-Service Support Mandatory Technical Criteria, for the relevant work package(s)	
3	Annex B – Form 1: Response Submission Form	
4	Annex C – Form 2: Notices and Acknowledgements Form	
5	Annex D – Conflict of Interest Declaration	
6	Annex E – Non-Disclosure Agreement	

ANNEX G – STANDARD INSTRUCTIONS – COMPETITIVE REQUIREMENTS

1 Procurement Business Number

- 1.1 Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#).

2 Standard instructions, clauses and conditions

- 2.1 Pursuant to the Department of [Public Works and Government Services Act](#) (S.C. 1996, c.16), the instructions, clauses and conditions identified in the ITQ, bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the ITQ, bid solicitation and resulting contract as though expressly set out in the ITQ, bid solicitation and resulting contract.

3 Submission of responses

- 3.1 Canada requires that each response, at ITQ closing date and time or upon request from the Contracting Authority, be signed by the Respondent or by an authorized representative of the Respondent.
- 3.2 It is the Respondent's responsibility to:
- a) obtain clarification of the requirements contained in the ITQ, if necessary, before submitting a response;
 - b) prepare its response in accordance with the instructions contained in the ITQ;
 - c) submit by the ITQ closing date and time a complete response;
 - d) send its response only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the ITQ or, to the address specified in the ITQ, as applicable;
 - e) ensure that the Respondent's name, return address, solicitation number, and ITQ closing date and time are clearly visible on the response; and,
 - f) provide a comprehensible and sufficiently detailed response that will permit a complete evaluation in accordance with the criteria set out in the ITQ.
- 3.3 Canada will make available the ITQ, Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an ITQ, NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Respondent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Respondent's part nor for notification services offered by a third party.
- 3.4 Documents and supporting information may be submitted in either English or French.
- 3.5 Responses received on or before the stipulated ITQ closing date and time will become the property of Canada and will not be returned. All responses will be treated as confidential, subject to the provisions of the [Access to Information Act](#) (R.S. 1985, c. A-1) and the [Privacy Act](#) (R.S., 1985, c. P-21).
- 3.6 Unless specified otherwise in the ITQ, Canada will evaluate only the documentation provided with a Respondent's response. Canada will not evaluate information such as references to Web site

addresses where additional information can be found, or technical manuals or brochures not submitted with the response.

3.7 A response cannot be assigned or transferred in whole or in part.

4 Late responses

4.1 PWGSC will delete responses delivered after the stipulated ITQ closing date and time, unless they qualify as a delayed response as described in section 05.

5 Delayed responses

5.1 A response delivered to the specified Bid Receiving Unit after the ITQ closing date and time may be considered, provided the Respondent can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country).

a) The only piece of evidence relating to a delay in the CPC Connect service provided by CPC system that is acceptable to PWGSC is a CPC Connect service date and time record indicated in the CPC Connect conversation history that clearly indicates that the response was sent before the solicitation closing date and time.

5.2 Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of responses are not acceptable reasons for the response to be accepted by PWGSC.

6 Transmission by Canada Post Corporation's (CPC) Connect service

6.1 Canada Post Corporation's Connect service

a) As specified in the ITQ, responses must be submitted by using the [Connect](#) service provided by Canada Post Corporation.

i) PWGSC, National Capital Region: The only acceptable email address to use with CPC Connect for responses to ITQs issued by PWGSC headquarters is:
tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca.

b) To submit a response using CPC Connect service, the Respondent must either:

i) send directly its response only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
ii) send as early as possible, and in any case, at least six business days prior to the ITQ closing date and time, (in order to ensure a response), an email that includes the solicitation number to the specified PWGSC Bid Receiving Unit requesting to open a CPC Connect conversation. Requests to open a CPC Connect conversation received after that time may not be answered.

c) If the Respondent sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the ITQ, an officer of the Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Respondent to access and action the message within the conversation. The Respondent will then be able to transmit its response afterward at any time prior to the ITQ closing date and time.

- d) If the Respondent is using its own licensing agreement to send its response, the Respondent must keep the CPC Connect conversation open until at least 30 business days after the closing date and time.
- e) The solicitation number should be identified in the CPC Connect message field of all electronic transfers.
- f) It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should a Respondent not have a Canadian mailing address, they may use the Bid Receiving Unit address specified below in order to register for the CPC Connect service:

50 Victoria Street
Gatineau, Quebec
K1A 0C9

- g) For responses transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the response including, but not limited to, the following:
 - i) receipt of a garbled, corrupted or incomplete response;
 - ii) availability or condition of the CPC Connect service;
 - iii) incompatibility between the sending and receiving equipment;
 - iv) delay in transmission or receipt of the response;
 - v) failure of the Respondent to properly identify the response;
 - vi) illegibility of the response;
 - vii) security of response data; or,
 - viii) inability to create an electronic conversation through the CPC Connect service.
- h) The Bid Receiving Unit will send an acknowledgement of the receipt of response document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of response document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i) Respondents must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- j) A response transmitted by CPC Connect service constitutes the formal response of the Respondent and must be submitted in accordance with section 03.

7 Legal capacity

- 7.1 The Respondent must have the legal capacity to contract. If the Respondent is a sole proprietorship, a partnership or a corporate body, the Respondent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Respondents submitting a response as a joint venture.

8 Rights of Canada

- 8.1 Canada reserves the right to:

- a) reject any or all responses received in response to the ITQ;
- b) cancel the ITQ at any time;
- c) reissue the ITQ solicitation; and
- d) if no responsive responses are received and the requirement is not substantially modified, reissue the ITQ by inviting only the Respondents who submitted a response within a period designated by Canada.

9 Rejection of response

9.1 Canada may reject a response where any of the following circumstances is present:

- a) the Respondent is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Respondent ineligible to bid on any resulting solicitation;
- b) an employee, or subcontractor included as part of the response, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on any resulting requirement, or the portion of the requirement the employee or subcontractor is to perform;
- c) the Respondent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Respondent, any of its employees or any subcontractor included as part of the response;
- e) with respect to current or prior transactions with the Government of Canada:
 - i) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Respondent, any of its employees or any subcontractor included as part of the response;
 - ii) Canada determines that the Respondent's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Respondent performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of any requirement as a result of the ITQ.

9.2 Where Canada intends to reject a response pursuant to a provision of subsection 1. (e), the Contracting Authority will so inform the Respondent and provide the Respondent 10 days within which to make representations, before making a final decision on the response rejection.

10 Communications — Invitation to Qualify period

10.1 To ensure the integrity of the ITQ process, enquiries and other communications regarding the ITQ must be directed only to the Contracting Authority identified in the ITQ. Failure to comply with this requirement may result in the response being declared non-responsive.

10.2 To ensure consistency and quality of information provided to Respondents, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, consult the Submission of responses section.

11 Response costs

11.1 No payment will be made for costs incurred in the preparation and submission of a response in reply to the ITQ. Costs associated with preparing and submitting a response, as well as any costs incurred by the Respondent associated with the evaluation of the response, are the sole responsibility of the Respondent.

12 Conduct of evaluation

- 12.1 In conducting its evaluation of the responses, Canada may, but will have no obligation to, do the following:
- a) seek clarification or verification from Respondents regarding any or all information provided by them with respect to the ITQ;
 - b) contact any or all references supplied by Respondents to verify and validate any information submitted by them;
 - c) request specific information with respect to Respondent' legal status;
 - d) verify any information provided by Respondents through independent research, use of any government resources or by contacting third parties.
- 12.2 Respondents will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the response being declared non-responsive.

13 Deleted

14 Conflict of interest—unfair advantage

- 14.1 In order to protect the integrity of the procurement process, Respondents are advised that Canada may reject a response in the following circumstances:
- a) if the Respondent, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the ITQ, subsequent bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b) if the Respondent, any of its subcontractors, any of their respective employees or former employees had access to information related to the ITQ or subsequent bid solicitation that was not available to other Respondents and that would, in Canada's opinion, give or appear to give the Respondent an unfair advantage.
- 14.2 The experience acquired by a Respondent who is providing or has provided the goods and services described in the ITQ or subsequent bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Respondent remains however subject to the criteria established above.
- 14.3 Where Canada intends to reject a response under this section, the Contracting Authority will inform the Respondent and provide the Respondent an opportunity to make representations before making a final decision. Respondents who are in doubt about a particular situation should contact the Contracting Authority before ITQ closing. By submitting a response, the Respondent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Respondent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

15 Entire requirement

- 15.1 The ITQ documents contain all the requirements relating to the ITQ. Any other information or documentation provided to or obtained by a Respondent from any source are not relevant. Respondents should not assume that practices used under previous contracts will continue, unless they are described in the ITQ. Respondents should also not assume that their existing capabilities meet the requirements of the ITQ simply because they have met previous requirements.

16 Further information

- 16.1 For further information, Respondents may contact the Contracting Authority identified in the ITQ.
- 16.2 For ITQs issued out of PWGSC headquarters, enquiries concerning receipt of responses may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-420-7200. For ITQs issued out of PWGSC regional offices, enquiries concerning receipt of responses may be addressed to the Contracting Authority identified in the ITQ.

17 Code of Conduct for Procurement — response

- 17.1 The Code of Conduct for Procurement provides that Respondents must respond to ITQs in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the ITQ and submit responses only if they will fulfill all obligations of the ITQ. By submitting a response, the Respondent is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the response non-responsive.