



National Defence
National Defence Headquarters
Ottawa, Ontario K1A 0K2

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

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

Bid Receiving – PWGSC
Réception des soumissions - TPSGC

Bidders must submit their bid
electronically through either:

**Canada Post Corporation (CPC) Connect
or
Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL
AGAINST SUPPLY ARRANGEMENT**

**DEMANDE DE PROPOSITION
CONTRE L'ARRANGEMENT EN
MATIÈRE D'APPROVISIONNEMENT**

W8485-184741 SERIES

Proposal: We hereby offer to sell to the Department of National Defence, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods listed herein and on any attached sheets at the price(s) set out therefor.

Proposition: Nous offrons par la présente de vendre au ministère de la défense Nationale, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens énumérés sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaires

| | | | | | | | | | | | |
|---|---|--------------------------------|-----------------------------------|-------------------------------|--|----------------------------|-------------------------------|----------------------|-----------------------------|--------------------|--------------------|
| Title/Titre CT114 Tutor- Against Supply Arrangement W8485-184741 Series | | | | | | | | | | | |
| Solicitation No – N° de l'invitation W8485-248094/A | Date February 7, 2024 | | | | | | | | | | |
| Solicitation Closes - L'invitation prend fin at - à 2pm on - le February 23, 2024 | Time Zone Fuseau horaire EST | | | | | | | | | | |
| Address Enquiries to – Adresser toutes questions à : <table border="0"> <tr> <td>Department of National Defence</td> <td>Ministere de la Defense Nationale</td> </tr> <tr> <td>National Defence Headquarters</td> <td>Quartier-General de la Defense Nationale</td> </tr> <tr> <td>MGen George R Pearkes Bldg</td> <td>Edifice Mgen George R Pearkes</td> </tr> <tr> <td>101 Colonel By Drive</td> <td>101 Promenade du Colonel By</td> </tr> <tr> <td>Ottawa, ON K1A 0K2</td> <td>Ottawa, ON K1A 0K2</td> </tr> </table> | | Department of National Defence | Ministere de la Defense Nationale | National Defence Headquarters | Quartier-General de la Defense Nationale | MGen George R Pearkes Bldg | Edifice Mgen George R Pearkes | 101 Colonel By Drive | 101 Promenade du Colonel By | Ottawa, ON K1A 0K2 | Ottawa, ON K1A 0K2 |
| Department of National Defence | Ministere de la Defense Nationale | | | | | | | | | | |
| National Defence Headquarters | Quartier-General de la Defense Nationale | | | | | | | | | | |
| MGen George R Pearkes Bldg | Edifice Mgen George R Pearkes | | | | | | | | | | |
| 101 Colonel By Drive | 101 Promenade du Colonel By | | | | | | | | | | |
| Ottawa, ON K1A 0K2 | Ottawa, ON K1A 0K2 | | | | | | | | | | |
| Name : Ryan Duncan Attn: DAP 5-3-3-2 Ryan.Duncan@forces.gc.ca | | | | | | | | | | | |
| Destination of Goods and Services – Destination des biens et services : See Herein / Voir aux présentes | | | | | | | | | | | |
| Instructions / Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item. Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément. | | | | | | | | | | | |
| Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - no de téléphone: _____ | | | | | | | | | | | |
| 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 caractère d'imprimerie) Name/Nom _____ Title/Titre _____ Signature _____ Date _____ | | | | | | | | | | | |

REQUEST FOR PROPOSAL AGAINST SUPPLY ARRANGEMENT W8485-184741 SERIES

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this solicitation.

1.2 Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information

1.3 Requirement

This requirement is to acquire the line item(s) detailed in RFP - Annex A – Quotation.

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

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

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).

RFP-Annex B – Condition and Certification of Deliverables End Items

Should the Bidder be offering deliverable end items in Categories #2 and #3, a complete description of the item's condition and all available traceability * documentation is required using RFP-Annex B – Condition and Certification of Deliverables End Items either with its bid or within the specified timeframe given by the Contracting Authority. Bids containing parts identified in this category are subject to evaluation by the Technical Authority (TA).

*** Traceability is defined as follows:** The ability to trace an aeronautical product's history and/or origin back to the manufacturer or maintainer who last certified it. (Ex. Shipping ticket, invoices, maintenance records, work orders or any other means acceptable to make a sound determination of airworthiness by the TA.

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 items, which have an application to military type certified aircraft only, must have an Original Equipment Manufacturer (OEM) or an OEM approved manufacturer's Certificate of Conformance, which includes all of 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, one or more of the below:
 - 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 approved manufacturer's Certificate of Conformance which includes all of the following information:
 - i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable; and
 - ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following; and

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 in RFP - Annex A - Quotation which one of the documents identified above will be provided for each item with their bid.

1.3.2 Alternate Part

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 correlate to the form, fit and function requirements of the 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 RFP-Annex B – Condition and Certification of Deliverables End Items, either with its bid or within the specified timeframe given by the Contracting Authority, along with all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports, etc.) 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. Bids containing alternate parts are subject to evaluation by the TA.

1.3.3 Material Condition – Bid

| Category #1 New Material | Category #2 New Surplus Material | Category #3 Other Condition |
|-----------------------------|-------------------------------------|--------------------------------|
| Items 1-5 | NA | NA |

Material supplied must be as stipulated above and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

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.

COMPETITIVE

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:
 - a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names*.
- Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:
 - Delete: 60 days
 - Insert: 90 days
- Subsection 5.6 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is deleted in its entirety and replaced with the following:

Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. The Supplier agrees that Canada will use the lowest bid unit price to evaluate the bids, as described in article 4.2 Basis of Selection. The Supplier agrees that this may lead to the disclosure of its unit prices by Canada, and further agrees that it will have no right to claim against Canada, the Identified User, their employees, agents or servants in relation to such disclosure.

- Subsection 6,7, & 8 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, the following changes are required;
 - Change name from Canada Post Corporation's Epost to Canada Post Corporation's (CPC) Connect;
 - Update the email address of the PWGSC Bid Receiving Unit (BRU) to : tpsgc.pareceptiondessomissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca

The [2004](#) (2020-05-28) Standard Instructions - Goods or Services - Non-competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2004](#) incorporated by reference above is deleted in its entirety and replaced with the following:
 - a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.

2.2 Submission of Bids

Bids must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

Bidders must submit their bids electronically as per the 2003 standard instructions - section [08](#) Transmission by facsimile or by Canada Post Connect (CPC).

- [eFax](#) (normal fax machines from the supplier, but received electronically by Bid Receiving Unit);
or
- [Canada Post Connect \(CPC\) online service](#).

Note: For suppliers choosing to submit using epost Connect for arrangements closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 2 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidder's' Proposal be submitted electronically in Portable Document Format (PDF) as follows:

- a) First page of the RFP duly signed and returned with Financial Bid (RFP - Annex A - Quotation);
- b) Financial Bid must be provide on RFP-Annex A – Quotation; and
- c) The Bidder must provide, for each item, RFP - Annex B – Condition and Certification of Deliverables End Items if they propose an alternate material condition, alternate part number, alternate Cage Code/NSCM and/or QAC either with its bid or within the specified timeframe given by the Contracting Authority. Annex B must be accompanied with all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports, etc.) necessary to complete the technical evaluation per item.

3.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.3 Price Certification

In the event that only one responsive bid is received, Canada reserve the right to request one of the following Price Certifications:

C0001T - Price Certification - Foreign Suppliers

C0002T - Price Certification - Canadian-based Suppliers (other than agency and resale outlets)

C0003T - Price Certification - Canadian Suppliers

C0004T - Price Certification - Canadian Agency and Resale Outlets

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation.

4.1.1 Mandatory Criteria

The Bidders must comply with the mandatory criteria. Any bid that fails to meet the following mandatory criteria will be declared non-responsive. Each criteria will be addressed separately:

- a) Comply with Terms and Conditions as stipulated in this bid solicitation;
- b) First page of the RFP must be signed and returned with Financial Bid (RFP - Annex A - Quotation);
- c) Comply with the Mandatory Requirements stipulated in RFP - Annex A – Quotation; and
- d) The Bidder must provide, for each item, RFP - Annex B – Condition and Certification of Deliverables End Items if they propose an alternate material condition, alternate part number, alternate Cage Code/NSCM and/or alternate QAC either with its bid or within the specified timeframe given by the Contracting Authority. Annex B must be accompanied with all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports, etc.) necessary to complete the technical evaluation.

4.1.2 Financial Evaluation

Bidders must submit their financial bid in accordance with RFP Annex A – Quotation. Unless otherwise indicated, bidders must include a firm all-inclusive price (including but not limited to Delivery Duty Paid, all delivery charges, Canadian Customs Duties and Excise Taxes). Applicable taxes are extra.

Bids will be evaluated in Canadian dollars. Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

Basis of Selection - Highest Combined Rating Score - Delivery Date and Price - MPC 1

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid that obtains the Total Highest Combined Rating Score, on an item-by-item basis, will be recommend for award as follow:

- The bid with a total price that does not exceed 25% of the lowest bid price, on an item-by-item basis, will be recommended for award; or
- Canada reserve the right, in its sole discretion, depending on the criticality of the requirement, to award the contract to the Total Highest Combined Rating Score with a total price exceeding 25% of the lowest bid price, on an item-by-item basis.

More than one contract(s) may be awarded as a result of this solicitation.

1. Rating - Delivery Date Score:

The Total Rating - Delivery Date Score will be computed for each responsive bid by converting the Proposed Delivery Date within the bid validity timeframe, using a point weighted formula with the Required Delivery Date, rounded to two decimal numbers, as follow:

Required Delivery Date – Proposed Delivery Date = number of days X weighted factor = Rating Delivery Date Score*

The scoring of the Delivery Date is done by:

- giving full point weight to the proposed Delivery Date on or before the Required Delivery Date; and
- the other bids will be given a prorated score based on the Required Delivery Date.

* Weighted factor for Delivery Date to be applied for MPC 2 requirement: 70%

2. Rating - Unit Price Score:

The Total Rating - Unit Price Score will be computed for each responsive bid by converting the Unit Price Score using a point weighted formula with the lowest price overall, rounded to two decimal numbers, as follow:

Lowest Overall Bid Price divided by Proposed Unit Price = difference in price X weighted factor = Rating Unit Price Score*

The scoring of the price is done by:

- giving full point weight to the lowest priced responsive bid; and
- the other bids being given a prorated score based on the lowest price overall.

* Weighted factor for Price to be applied for MPC 2 requirement: 30%

3. Calculation of the Total Highest Combined Rating Score:

The Total Highest Combined Rating Score will be computed for each responsive bid in accordance with the following formula:

Rating Delivery Date Score + Rating Unit Price Score = Total Highest Combined Rating Score

- 3.1 In the event of identical Total Highest Combined Rating Score occurring, then the bid with the Highest Rating - Delivery Date Score will become the top-ranked bidder.

PART 5 - RESULTING CONTRACT CLAUSES

Blue text to be removed at contract award. Renumber each article starting with 1.

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

5.1 Security Requirements

There is no security requirement applicable to the Contract.

5.2 Requirement

This requirement is to acquire the line item(s) detailed in Contract - Annex A – Basis of Payment and Deliverables.

5.2.1 Timely Performance

- a) Under the General Conditions, time is of the essence in this contract. If a contractor request to extend the delivery date, except for cases of excusable delay, Canada reserves the right, in its sole discretion, to extend or reject such a request. Contractor must substantiate its request and submit sufficient explanation and factual information to the Contracting Authority. The Contracting Authority will ascertain the facts surrounding the delay and may either amend the contract and extend the delivery date or terminate the contract fully or partially. Following the extension of the delivery date, termination or late delivery without notice, Vendor Performance Measures may apply, as detailed in Contract - Annex B – Vendor Performance Measures.
- b) The parties agree that in addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions if the contractor is unable to meet the delivery date.

5.2.2 Material Condition – Contract

Material condition is determined at contract award: You must identify which material condition will be consider and remove the other ones.

Please make sure the information below will be the same as Annex A-Basis of Payment and Deliverables.

Material Condition #1 - New Material: Item(s) _____ to be determined at contract award

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.

5.3 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.

General Conditions

[2010A \(2022-12-01\)](#), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

5.4 Authorities

5.4.1 Contracting Authority

The Contracting Authority for the Contract is:

| | |
|----------------------|-----------------------------------|
| DND- DAP DAP 5-3-3-2 | Ryan Duncan |
| Address: | 101 Colonel By, Ottawa ON K1A 0K2 |
| Telephone: | |
| E-mail address: | Ryan.Duncan@forces.gc.ca |

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

5.4.2 Technical Authority

The Technical Authority for the Contract is:

| | |
|----------------------|----------|
| Technical Authority: | Luc Jean |
|----------------------|----------|

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.

5.4.3 Supply Manager

The Supply Manager for the Contract is:

| | |
|-------------------------------|----------------------------|
| Supply Manager (DAP and Name) | Clarence Rose |
| Email address | Clarence.Rose@forces.gc.ca |

The Supply Manager is responsible for the delivery follow-up.

5.4.4 Contractor's Representative *To be determined at contract award*

| | |
|-----------------|--|
| Company: | |
| Address: | |
| Telephone: | |
| E-mail address: | |

5.5 Shipping Instructions

5.5.1 Airworthiness Documentation

The Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied: packing slip and Certificate of Conformance. *At contract award, if there are items in Category #3, add any information approved by the TA susceptible to identify the part upon receipt ex: suppliers tag, supplier traceability only, etc.*

5.5.2 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination and Delivered Duty Paid (DDP) as specified in Contract-Annex A – Basis of Payment and Deliverables Incoterms 2000 for shipments from a commercial contractor.

5.5.3 Delivery Points and Appointments

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

| Delivery | Appointments |
|---|--|
| 7 CF Supply Depot, CFB Edmonton Lancaster Park, 195 Ave & 82 Street, Bldg. 236 East End Edmonton, AB T5J 4J5 Shipment by Canada Post: P.O. BOX 10500, Station Forces Edmonton, AB T5J 4J5 Te | Tel: (780) 973-4011 ext. 4524 Fax: (780) 973-4054 |
| 25 CFSD Montreal, CFB Montreal 6363 Notre Dame East, Montreal, QC H1N 2E9 | Tel: (514) 252-2777 ext. 2363 Fax: (514) 252-2568 |

5.6 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, Delivery Duty Paid (DDP) as specified in Contract-Annex A – Basis of Payment and Deliverables including all delivery charges, Canadian customs duties and excise taxes. The applicable Taxes are extra.

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

5.6.1 Single Payment *To be determined at contract award*

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

OR

5.6.1 Multiple Payments *To be determined at contract award*

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

5.7 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.

Each invoice must be supported by the Packing Slip, Certificate of Conformance, a copy of the release document and any other documents as specified in the Contract.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the consignee to the following mailing or email address for certification and payment:

By mail to: Dept. of National Defence
7 CF Supply Depot
STN Forces P.O. BOX 10500
Edmonton, AB, T5J 4J5, Canada - ATTN: Invoice Section W2481

By email to: Edm7CFSDInvoices@forces.gc.ca

AND

By mail to:
Attn: Accounts Payable
Department of National Defence
25 CFSD MONTREAL
6560 HOCHELAGA ST
MONTREAL QC H1N 1X9

By email to: 25dafccontrat@forces.gc.ca

- b. One (1) copy must be forwarded by email to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. One (1) copy must be forwarded by email to the Supply Manager identified under the section entitled "Authorities" of the Contract.

5.8 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.

5.9 C0100C - Discretionary Audit - Commercial Goods and/or Services

To be determined at bid evaluation – If only one bid has been received, Price Certification can be requested as stipulated in Part 3 – 3.3. To be insert in the contract if applicable.

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favored customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is

further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

5.10 Applicable Laws

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

5.11 A9006C - Defence Contract

The Contract is a defence contract within the meaning of the [Defence Production Act](#), R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the [Defence Production Act](#).

5.12 Priority of Documents

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

- a) The articles of agreement;
- b) 2010A (2022-01-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.
- c) Contract - Annex A – Basis of Payment and Deliverables;
- d) Contract - Annex B – Vendor Performance Measures; and
- e) The Contractor's bid dated _____. (*To be determined at contract award*)

5.13 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](#)".

5.14 SACC Manual Clauses**5.14.1 Clauses – BY REFERENCE**

| SACC Clauses | Applicable to item(s) |
|--|------------------------------|
| D2001C (2007-11-30) - Labelling | ALL ITEMS |
| D2025C (2017-08-17) - Wood Packaging Materials | ALL ITEMS |
| D3010C (2016-01-28) - Delivery of Dangerous Goods/Hazardous Products | ALL ITEMS |
| D6010C (2007-11-30) - Palletization | ALL ITEMS |
| A0272T (2021-12-02) - Basis of Selection - Multiple Items | ALL ITEMS |

D0050C (2007-05-25) End User Certificate

To be determined at contract award - For US suppliers only

Canada certifies that the goods, services or both ordered under the Contract are purchased by Canada for the exclusive use of the Canadian Armed Forces.

B7500C (2006-06-16) Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

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

The Contractor must prepare the item(s) 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 the item(s) in quantities of 1 per unit pack or up to a maximum of 100 by package.

D3016C (2014-09-25) Preparation for Delivery – Canadian Forces Packaging Specifications

The Contractor must prepare the item(s) for delivery in accordance with the latest issue of the Canadian Forces packaging specifications:

- a. D-LM-008-015/SF-000, Piezoelectric Crystals;
- b. D-LM-008-026/SF-001, Preformed Packing, Gaskets or Seals (rubber natural/synthetic, cork, asbestos or leather);
- c. D-LM-008-027/SF-001, Small Arms Weapons;
- d. D-LM-008-030/SF-001, Hose, Rubber, Plastic, Fabric or Metal (including tubing) and Fittings, Nozzles and Strainers;
- e. D-LM-008-033/SF-000, Maritime Bearings, Matched Sets;
- f. D-LM-008-035/SF-001, Electrostatic Discharge Protective Packaging - Electronic Parts, Assemblies and Equipment;
- g. D-LM-008-037/SF-000, Antifriction Bearings (other than instrument precision bearings).

To be determined at contract award

D3013C (2007-11-30) Level B - Preparation for Delivery - Canadian-based Contractor

Insert item numbers in the description field of Annex A - Quotation

1. Preservation and packaging must be in accordance with the Canadian Forces packaging specification *D-LM-008-001/SF-001*, and must be marked to *D-LM-008-002/SF-001*. Form Level B **Pkg Data Form Req'd** must be in accordance with *D-LM-008-011/SF-001*.
2. Packaging data forms previously approved by Canadian authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

To be determined at contract award

**D3019C (2007-11-30) Level B – Preparation for Delivery – United States-based Contractor
Insert item numbers in the description field of Annex A – Quotation**

1. Preservation and packaging must be in accordance with the current issue of *United States (U.S.) Department of Defense Military Standard MIL-STD-2073* and must be marked to *MIL-STD-129*.
2. Packaging data forms previously approved by U.S. authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

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

The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2015 "Quality management systems - Requirements."*

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of one (1) year after the completion of the Contract.

Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

**D5540C (2021-05-20) ISO 9001:2015 Quality Management Systems – Requirements
(Quality Assurance Code Q)**

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2015 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause A.5 and 4.3 of ISO 9001 are acceptable.

Assistance for Government Quality Assurance (GQA)

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR must have the right of access to any site of the Contractor's, sub-contractors or any sub-tier external providers of goods and/or services where any part of the Work is being carried out. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product or service conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all

validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a subcontractors or external provider's facilities, the Contractor must provide for this in the purchasing document or other documented means and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor must notify the QAR of non-conforming product or service received from a subcontractor or external provider when the product or service has been subject to GQA.

For the design, development or maintenance of software, the Contractor must interpret the requirements of *ISO 9001:2015 "Quality management systems - Requirements"*, according to the guidelines of the latest issue (at contract date) of *ISO/IEC 90003:2018 "Software engineering - Guidelines for the application of ISO 9001:2015 to computer software"*.

**D5510C (2023-06-08) Quality assurance authority (Department of National Defence)
Canadian-based contractor
*To be determined at contract award***

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

Within 48 hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

Atlantic - Halifax 902-427-7150
Atlantic - Enfield 902-427-7224 / rdimshfxndqarenfield@forces.gc.ca
Atlantic - East Marine 902-427-2354
Quebec - Lévis 819-939-8615 / RAQDNQcLevisHCWPC@forces.gc.ca
Quebec - Montreal 514-732-4401 or 514-732-4477
Quebec - Quebec City 418-844-5000, ext. 1518 / RAQDNQcQuebec@forces.gc.ca
National Capital Region - Ottawa 343-549-3073 or 819-939-8608 / ncr.dqa-rcn.daq@forces.gc.ca
Ontario - Toronto 416-633-6200 ext. 5080
Ontario - London 226-678-0704 / +NDQAR@forces.gc.ca
Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574
Alberta - 403-410-2320, ext. 3830 / Diane.Tupper@forces.gc.ca
British Columbia - Vancouver 604-225-2520, ext. 2461 / CRNDQA.VAN@forces.gc.ca
British Columbia - Victoria 250-363-1900 ext. 60236 / tapati.datta2@forces.gc.ca
British Columbia - Esquimalt 250-363-1900 ext. 60241 / tapati.datta2@forces.gc.ca

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

**D5515C (2010-01-11) Quality Assurance Authority (Department of National Defence)
Foreign- based and United States Contractor
*To be determine at contract award***

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within forty-five (45) working days of award of the Contract, the Contractor must notify the Contracting Authority.

Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the materiel or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

**D5605C (2021-05-20) Delivery, Inspection and Acceptance (Department of National Defence)
(Quality Assurance Code Q – United States-based contractor)
*To be determine at contract award***

Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

**D5606C (2017-11-28) Release Documents (Department of National Defence)
(Quality Assurance Code Q – Canadian Contractors)**

Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, the signature of the DND Quality Assurance Representative on the release document is not required.

Material must be released for shipment using either DND form CF 1280, Certificate of Release, Inspection and Acceptance, or a release document containing the same information. The Contractor must prepare the release document(s).

For return of repair and overhaul material to the Defence Supply Chain, use forms DND 2227/DND 2228 in lieu of DND form CF 1280.

D5620C (2012-07-16) Release Documents – Distribution (Quality Assurance Code Q – Canadian and US Contractors)

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

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

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

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

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

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

CONTRACT-ANNEX A - BASIS OF PAYMENT AND DELIVERABLES

To be inserted at contract award.

|

CONTRACT ANNEX B

If, under clause 5.2.1, Canada extends the delivery date by amending the contract or terminate the contract partially or entirely, Canada may apply the following measures:

| Delivery Date extensions by Contract Amendment and Termination by Mutual Consent | Other Terminations or Late delivery without notice |
|---|---|
| <p>Each amendment to extend the delivery date or termination by Mutual Consent (partially or entirely) may be considered as a breach of the contractor's obligations. Vendor Performance Measures (VPM) may be applied as follows:</p> <ol style="list-style-type: none"> After 3 registered breaches, the contractor will be automatically suspended from the SA suppliers list for 30 calendar days from the date of the amendment or termination by Mutual Consent. The supplier will be reinstated on the SA suppliers list after the suspension period, unless another suspension is pending. After 6 registered breaches, the contractor will be automatically suspended from the SA suppliers list for a period of 3 months from the date of the amendment or termination by Mutual Consent. The supplier will be reinstated on the SA suppliers list after the suspension period, unless another suspension is pending. Once the supplier is reinstated (after 6 breaches), his record of breaches will be reset to zero and the process will start over again. <p>Canada will notify the contractor if a breach is registered against the contract amendment or termination by Mutual Consent (partially or entirely). The Vendor Performance Records (VPR) will be made available for consultation purpose at the contractor's request.</p> | <p>For each termination, other than by mutual consent, the contractor will automatically be suspended from the SA suppliers list as follow:</p> <p>1st Termination: The supplier will be suspended from the SA suppliers list for a period of 45 calendar days from the date of the contract termination. After the suspension period, the supplier will be reinstated on the SA suppliers list unless another suspension is pending.</p> <p>2nd Termination: The supplier will be suspended from the SA suppliers lists for a period of 60 calendar days from the date of the contract termination. After the suspension period, the supplier will be reinstated on the SA suppliers list unless another suspension is pending.</p> <p>3rd Termination: Canada reserve the right to remove the contractor from the SA suppliers list for one year. The supplier will be reinstated on the SA suppliers list after the suspension period, unless another suspension is pending. Once the supplier is reinstated, his termination record will be reset to zero and the process will start over again.</p> |
| <ol style="list-style-type: none"> The suspensions, for both category, will be cumulative and will be applied the day after of the last suspension. The VPR will be jointly manage by the Contracting Authority and the Supply Arrangement Authority. | |