



**REQUEST FOR PROPOSAL/ DEMANDE DE PROPOSITION**

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

**Bid Receiving – PWGSC / Réception des soumissions -  
50 Victoria Street, PDP I, Mailroom C114  
Gatineau, Québec, K1A 0C9 (J8X 3X1)**

**Or By/ Ou par Fax To/A:**

**819-997-9776**

**Proposal To: National Defence Canada**

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à : Défense nationale Canada**

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, conformément aux modalités et conditions énoncées aux présentes, mentionnées aux présentes ou jointes aux présentes, les biens et services énumérés aux présentes et sur les feuilles jointes au(x) prix(s) établi donc.

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

At – à : 14h00  
Eastern Standard Time - heure normale de l’est

On - le : Tuesday 5 June 2024 / mardi 5 juin 2024

<b>Title/Titre</b> M134D Batteries Piles M134D	<b>Solicitation No – N° de l’invitation</b>  W8485-258141
<b>Date of Solicitation – Date de l’invitation</b> 26 April 2024/26 avril 2024	
<b>Address Enquiries to – Adresser toutes questions à</b> National Defence Headquarters 101 Colonel By Drive Ottawa ON K1A 0K2 Attn: Mac Davis-Kelly Email: <a href="mailto:mac.davis-kelly2@forces.gc.ca">mac.davis-kelly2@forces.gc.ca</a>	
<b>Telephone No. – N° de téléphone</b> 819-939-6101	<b>FAX No – N° de fax</b> 819-939-4448
<b>Destination</b>  See herein Voir aux présentes	
<b>Delivery required - Livraison exigée</b> 31 March 2025 / 31 mars 2025	<b>Delivery offered - Livraison proposée</b>
<b>Vendor Name and Address – Nom du fournisseur et adresse du fournisseur</b>	
<b>Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)</b>	
Name/Nom _____	
Title/Titre _____	
Signature _____	Date _____

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## PART 1 – GENERAL INFORMATION AND BIDDER INSTRUCTIONS

### 1. Security Requirement

There is no security requirement associated with this requirement.

### 2. Statement of Requirement

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

### 3. 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 (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 05, Submission of Bids, Subsection 3, is deleted in its entirety;
- b) Section 08, Transmission by Facsimile, is deleted in its entirety; and
- c) Section 20, Further Information, Subsection 2, is deleted in its entirety.

### 4. SACC Manual Clauses

<u>B1000T</u>	Condition of Material - Bid	2014-06-26
<u>C3011T</u>	Exchange Rate Fluctuation	2013-11-06

### 5. Submission of Bids

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

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

[tps-gc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tps-gc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tps-gc-pwgsc.gc.ca)

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

### 6. Certifications and Additional Information

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made

by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

## **6.1 Military Aviation Replacement Parts - Condition and Certification of Deliverables End Items**

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

1. **Category #1 - New Materiel**  
Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:
  - a. the owner of the design or manufacturing rights to the items; or,
  - b. the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
  - c. distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
  - d. maintenance organizations approved/accredited by TC, the Department of National Defence (DND)/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).
2. **Category #2 - New Surplus Materiel**  
Deliverable end items, unused and supplied by an entity other than Category #1 sources. Full traceability documentation back to the owner of the design or manufacturing rights to the items or their authorized manufacturer or agent/distributor is required.
3. **Category #3 - Other Condition**  
Any deliverable end item condition other than Category # 1 or Category #2. Should the Bidder be offering deliverable end items in Category #3, a complete description of the item's condition and all available traceability documentation is required with the bid. Bids containing parts identified in this category are subject to evaluation by Canada.

### **Deliverable End Item Grid**

Bidders must indicate the NATO Supply Code for Manufacturers or Commercial and Government Entity (NSCM/CAGE) code of the manufacturing entity under the appropriate column heading of Annex "A", Line Item Details. For example, if a bidder is offering a Category #1 item(s), it must indicate the corresponding category under the "Deliverable End Item Category" heading in Annex "A", Line Item Details. Bidders may use additional pages to provide the complete description called up under Category #3 if necessary.

## Requirements for Airworthiness Certification

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

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

1. Category #1 and #2 military unique aviation replacement parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:
  - a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
  - b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
  - c. identification of both the authorized signatory and the organization.
2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:
  - a. form TCCA 24-0078, 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. Joint Aviation Authorities (JAA) Form One, Authorized Release Certificate, signed by a JAA authorized inspector, within the two (2) years before contract award;
  - d. 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
  - e. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
    - i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
    - ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.

- iii. identification of both the authorized signatory and organization.
3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

## **6.2 Certifications Required with the Bid**

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

### **6.2.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **6.2.2 Certifications Precedent to Contract Award and Additional Information**

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

### **6.2.3 Integrity Provisions – Required Documentation**

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

### **6.2.4 Federal Contractors Program for Employment Equity – Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

## **7. Enquiries - Bid Solicitation**

All enquiries must be submitted to the Contracting Authority no later than two (2) working days before the bid closing date. Enquiries received after that time may not be answered.

## **8. Evaluation Procedures**

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified herein.

### **8.1 Technical Evaluation**

All Bidders must complete Annex "A" - Line Item Details in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

### **8.1.1 Mandatory Technical Criteria**

All Bidders must complete Annex "A" – Line Item Details in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

Items must be delivered to the location specified in Annex "A" - Line Item Details.

### **8.2 Financial Evaluation**

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

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

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

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

#### **8.2.1 Prices – Items**

Bidders must submit firm prices for all items listed in Annex "A", Line Item Details.

### **8.3 Basis of Selection**

A bid must comply with all technical and delivery date requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

### **9. Best Delivery Date – Bid**

While delivery must be made on or before 31 March 2025, Bidders should indicate the best delivery that could be offered in Annex "A", Line Item Details.

### **10. Applicable Laws**

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

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

## **11. Debriefings**

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

## **12. Office of the Procurement Ombudsman**

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman. The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-800-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). Furthermore, the OPO offers an alternative dispute resolution service to resolve any dispute between the parties respecting the interpretation or application of a term and condition of the resulting contract.



## PART 2 - RESULTING CONTRACT CLAUSES

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

### 1. Security Requirements

There is no security requirement applicable to this Contract.

### 2. Statement of Requirement

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

### 3. Standard 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 (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada. For the purposes of this Contract, the term "The Minister" is amended to mean "The Minister of National Defence".

#### 3.1 General Conditions

2010A (2022-12-01) General conditions: Goods (medium complexity) apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Period of Contract - A9022C (2007-05-25)

The period of the Contract is from date of Contract to 15 April 2024 inclusive.

#### 4.1 Delivery Date

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

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mac Davis-Kelly  
Title: Director Aerospace Procurement (DAP) 8-2-2  
Organization: Department of National Defence (DND)  
Directorate: Director Aerospace Procurement (DAP)  
Address: 101 Colonel By Drive  
Ottawa, ON, K1A 0K2  
Telephone: 819-939-6101  
E-mail: [mac.davis-kelly2@forces.gc.ca](mailto:mac.davis-kelly2@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.

## 5.2 Technical Authority

*To be inserted by the Contracting Authority*

The Technical Authority for the Contract is:

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

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

## 5.3 Contractor's Representative

*To be inserted by the Contracting Authority*

### General Enquiries

Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment - Firm Unit Price - **C0207C** (2013-04-25)

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

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

## 7. SACC Manual Clauses

<b>C2000C</b>	Taxes – Foreign-based Contractor	2007-11-30
<b>C2605C</b>	Canadian Customs Duties and Sales Tax – Foreign-based	2008-05-12
<b>H1000C</b>	Single Payment	2008-05-12
<b>D5606C</b>	<a href="#">Release documents (Department of National Defence): Canadian-based contractor</a>	2017-11-2
<b>D5620C</b>	<a href="#">Release Documents - Distribution</a>	2012-07-16

<b>D5515C</b>	- <a href="#">Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor</a>	<b>2010-01-11</b>
<b>D5604C</b>	<a href="#">Release Documents (Department of National Defence) - Foreign-based Contractor(2008-12-12) D5604C</a>	<b>2008-12-12</b>
<b>D5605C</b>	- <a href="#">Release Documents (Department of National Defence) - United States-based Contractor</a>	<b>2021-05-20</b>
<b>D5510C</b>	<a href="#">Quality assurance authority (Department of National Defence): Canadian-based contractor</a>	<b>2023-06-08</b>

**8. Invoicing Instructions – H5001C (2008-12-12)**

- a. 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.

Invoices must be distributed as follows:

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

Department of National Defence  
25 CF Supply Depot  
P.O. BOX 4000, STN "K"  
Montreal, QC  
H1N 3R9  
CANADA  
ATTN: Invoice Section

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract. The Contractor is requested to provide invoices in electronic format to the Contracting Authority unless otherwise specified by the Contracting Authority, thereby reducing printed material.

**9. 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.

**9.1 Termination on Thirty Days' Notice**

- 1) Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 2) In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

**10. Applicable Laws**

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

## 11. Priority of Documents

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

- (a) The Articles of Agreement;
- (b) 2029 (2022-12-01) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex "A", Line Item Details;
- (d) The Contractor's bid dated \_\_\_\_\_, as amended \_\_\_\_\_ *(To be inserted by the Contracting Authority)*.

## 12. Preparation for Delivery

### 12.1 Preparation for Delivery - Canadian-based Contractor – **D3013C** (2007-11-30)

- 1. Preservation and packaging for items 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.

## 13. Shipping Instructions

### 13.1 Shipping Instructions (Department of National Defence) - Canadian-based Contractor D0037C (2016-01-28)

- 1. Delivery will be FCA Free Carrier at \_\_\_\_\_ *(Insert the named place, e.g. Contractor's facility)* Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
- 2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.  
**Instruction to contracting officers:** *Before contract award, choose either shipping option (a), (b), (c), (d), or (e), and delete the unused options and this instruction.*
  - a. *Insert the following for all sole source contracts, except repair and overhaul, where the Contractor is located in Canada:*  
Inbound Logistics Co-ordination Center (ILCC)  
Telephone: 1-877-877-7423 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)
- 3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
  - a. the Contract number;
  - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);

- c. description of each item;
  - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - e. actual weight and dimensions of each piece type, including gross weight;
  - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Transportation of Dangerous Goods Regulations, and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
  5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
  6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
  7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

## 15. Quality Assurance

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

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

## 16. Condition of Material – Contract – B1006C (2014-06-26)

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

## 17. Military Aviation Replacement Parts - Airworthiness Documentation – D9010C (2015-02-25)

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

- a) Certificate of Conformance as per Bid Solicitation Part 1 – General Bidder Information and Instructions, Para 7.1 Military Aviation Replacement Parts Condition and Certification of Deliverables end items.

## 18. Additional SACC Manual Clauses

<u>A0301C</u>	Military Aviation Replacement Parts – Maintenance of Records	2007-05-25
<u>A9006C</u>	Defence Contract	2012-07-16
<u>B7500C</u>	Excess Goods	2006-06-16
<u>D2000C</u>	Marking	2007-11-30
<u>D2001C</u>	Labelling	2007-11-30

<a href="#"><u>D2025C</u></a>	Wood Packaging Materials	2017-08-17
<a href="#"><u>D3015C</u></a>	Dangerous Goods / Hazardous Products – Labelling and Packaging Compliance	2014-09-25
<a href="#"><u>D6010C</u></a>	Palletization	2007-11-30
<a href="#"><u>D9002C</u></a>	Incomplete Assemblies	2007-11-30
<a href="#"><u>G1005C</u></a>	Insurance - No Specific Requirement	2016-01-28

#### **19. Dispute Resolution Services**

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

#### **20. Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

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

**1. Bidder's Representatives**

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

**General Enquiries**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Delivery Follow-Up**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**ANNEX “A”**

**Line Item Details**

- Bidders must complete all mandatory information under the columns identified as **“REQUIRED”** for each line item(s) proposed by the Bidder. Failure to provide the mandatory information, may result in the bid being declared non-responsive for the respective line item. Conditional prices will not be accepted.

Item	DESCRIPTION Must clearly indicate part number and N/CAGE offered	DELIVERABLE END ITEM GRID (Refer to section 3.2.1) <b>Required</b>	DESTINATION ADDRESS	U. of l.	Qty	FIRM UNIT PRICE FCA Customs duties are excluded, applicable taxes extra <b>Required</b>	EXTENDED PRICE: Applicable taxes extra <b>Required</b>	DELIVERY OFFERED <b>Required</b>
1	NSN: 6140-01-498-2223 PART NAME: BATTERY,STORAGE Part No.: D8565/16-1 or RG-16-1 or F0772-3005 Offered PN: _____ NSCM/CAGE: 0WY95 or 63017 or 81349 OfferedNCAGE: _____ ISO 9001:2015 QUALITY ASSURANCE: Q Nomenclature: Battery, Lead-Acid, 24V Packaging: D-LM-008-036/SF-000 <ul style="list-style-type: none"> <li>Cert. of Conformance <u>from the Original Equipment Manufacturer (OEM)</u> ( Y )</li> </ul>	<input checked="" type="checkbox"/> Category 1 New Materiel  <input type="checkbox"/> Category 2 New Surplus  <input type="checkbox"/> Category 3 Other Condition	<b>Department of National Defence</b> 25 CFSD Montreal Receipts Section 6363 NOTRE DAME ST E. MONTREAL, QC, H1N 3V9 CANADA	ea	55			

<b>Subtotal</b>	
<b>GST/HST</b>	
<b>Total</b>	