

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Taha Siddiqui DAP 9-5-4-2

Email: Taha.Siddiqui@forces.gc.ca

Proposal To: Department of National Defence

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 : Ministère de la Défense nationale

Nous offrons par la présente de vendre à Son Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ciannexée, au(x) prix indique(s).

Solicitation Closes – L'invitation prend fin

At – à: 2:00 pm Eastern Daylight Time (EDT) 14:00 Heure avancée de l'Est (HAE)

On - le : 15 August 2023 15 août 2023

Title/Titre	Solicitation No – N° de l'invitation
EFB Mounts for CH148	W8485-230005/A
Date of Solicitation - Date de l'in	vitation
14 July 2023	
Address Enquiries to – Adresser	toutes questions à
•	•
Taha Siddiqui	
Directorate of Aerospace Procu	rement 9-5-4-2
Taha.Siddiqui@forces.gc.ca	
Telephone No. – N° de téléphone	FAX No – N° de fax
N/A	
Destination	
SEE HEREIN	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
SEE HEREIN	
Vendor Name and Address - R fournisseur	aison sociale et adresse du
Name and title of person autho	rized to sign on behalf of vendor
(type or	
print) - Nom et titre de la persor fournisseur (caractère d'imprim	nne autorisée à signer au nom du erie)
Name/Nom	Title/Titre
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include Line Item Details, the Electronic Payment Instruments, Federal Contractors Program for employment equity and Packaging Requirement D-LM-008-036/SF-000.

1.2 Summary

The Department of National Defence (DND) has a requirement for the provision of quantity 68 Electronic Flight Bag Mounts that will be installed on the CH148. The DND has a requirement to ensure aircrew execute safe operations and mission completion. The CH148 Cyclone helicopter aircrew use an Electronic Flight Bag (EFB) to satisfy this requirement. EFB mounts are necessary to ensure that the EFB is securely fastened during flight.

1.3 Debriefings

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

1.4 Trade Agreements

This procurement is subject to the following trade agreements: Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Colombia Free Trade Agreement, Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, Canada-Ukraine Free Trade Agreement, Canada-United Kingdom Trade Continuity Agreement and World Trade Organization Agreement on Government Procurement (WTO-GPA).

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following modifications:

- (a) Section 02 Procurement Business Number, is deleted in its entirety.
- (b) Section 07 Delayed Bids, is deleted in its entirety and replaced with the following:
 - It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- (c) Section 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.
- (d) Subsection 2 of Section 20 Further Information, is deleted in its entirety.

2.1.1 Equivalent Products

- 1. Products that are equivalent in form, fit, function and quality to the items specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

Substitute Products - Samples (Department of National Defence)

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

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

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

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

1. Category #1 - New Materiel

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

- a. the owner of the design or manufacturing rights to the items; or,
- b. the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
- c. distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
- d. maintenance organizations approved/accredited by TC, the Department of National Defence (DND)/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).

2. Category #2 - New Surplus Materiel

Deliverable end items, unused and supplied by an entity other than Category #1 sources. Full traceability documentation back to the owner of the design or manufacturing rights to the items or their authorized manufacturer or agent/distributor is required.

3. Category #3 - Other Condition

Any deliverable end item condition other than Category #1 or Category #2. Should the Bidder be offering deliverable end items in Category #3, a complete description of the item's condition and all available traceability documentation is required with the bid. Bids containing parts identified in this category are subject to evaluation by Canada.

Deliverable End Item Grid

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

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Item	Category 1 New Materiel	Category 2 New Surplus Materiel	Category 3 Other Condition
For example	NSCM: ABC12 Name: PWGSC		
1			
2			
3			

Requirements for Airworthiness Certification

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

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

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

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

2.2 Submission of Bids

- (a) Bids must be submitted to the Department of National Defence organization by electronic mail by the date and time indicated on page 1 of the solicitation.
- (b) Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DND will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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 the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (one (1) soft copy submitted by e-mail)

Section II: Financial Bid (one (1) soft copy submitted by e-mail)

Section III: Certifications (one (1) soft copy submitted by e-mail)

Canada requests that Bidders use a numbering system that corresponds to that of the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex A, Line Item Details. **Prices must appear in the financial bid only.** No prices must be indicated in any other section of the bid.

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

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

- a) Comply with all the mandatory criteria described at Annex A, Line Item Details. Bidders must clearly indicate the Part Number they are offering.
- b) Bidders must provide a Certificate of Conformance, namely:
 - 1. form TCCA Form One, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
 - 2. 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;
 - 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
 - 4. 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.

4.1.2 Financial Evaluation

SAC Manual Clause A0222T (2014-06-26), Evaluation of Price – Canadian / Foreign Bidders

Bidders must submit prices in Canadian dollars. Bids submitted in foreign currency will be rejected.

4.1.2.1 Mandatory Financial Criteria

- 1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreignbased bidders.

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2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, 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, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

- Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB destination. Bids will be assessed on an FOB destination basis.
- 4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.2 Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website.

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex <u>titled Federal Contractors</u> <u>Program for Employment Equity - Certification</u>, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide quantity 68 Electronic Flight Bag Mounts in accordance with the Line Item Details at Annex A.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

<u>2010A</u> (2022-12-01), General Conditions – Medium Complexity - Goods, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

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The period of the Contract is from date of Contract award to the end of the warranty period as described in Section 09 of 2010A (2022-12-01) General Conditions: Goods (Medium Complexity).

6.4.2 Delivery Date

All the deliverables must be received on or before 29 February 2024.

6.4.3 Shipping Instructions - Delivery at Destination

<u>D4001C</u> (2008-12-12) Shipping Instructions – Delivery at Destination

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

Attention: Michael Ward L3HARRIS MAS INC. SUBSIDIARY OF L3HARRIS TECHNOLOGIES, INC. MHP Warehouse 443 Magnificent Ave Shearwater, NS B0J 3A0

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Taha Siddiqui Title: DAP 9-5-4-2

Department of National Defence Directorate of Aerospace Procurement

Address: 101 Colonel By Drive Ottawa, Ontario, K1A 0K2

E-mail: Taha.Siddiqui@forces.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name:

Title:

Department of National Defence

Directorate:

Address: 101 Colonel By Drive Ottawa, Ontario, K1A 0K2

Telephone: E-mail:

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

6.5.3 Contractor's Representative

Name:	_
Title:	
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail:	

6.6 Payment

6.6.1 Basis of Payment – Firm Price

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 for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

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

6.6.2 SACC Manual Clauses

H1000C (2008-05-12), Single Payment C2000C (2007-11-30), Taxes - Foreign-based Contractor C3011T (2013-11-06), Exchange Rate Fluctuation

6.6.3 Electronic Payment of Invoices – Contract

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

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

6.7 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. The original must be sent to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - b. one (1) copy must be forwarded to the consignee.

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6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions <u>2010A</u> (2022-12-01), General Conditions Goods (Medium Complexity);
- (c) Annex A, Line Item Details;
- (d) the Contractor's bid dated

6.11 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods
D2001C (2007-11-30), Labelling
D2000C (2007-11-30), Marking
D2025C (2017-08-17), Wood packaging materials
G1005C (2016-01-28) Insurance - No Specific Requirement

6.13 Packaging

6.13.1 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare items 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, attached at Annex D.

The Contractor must package items in quantities of 1 EA per package.

6.14 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.

 $\label{eq:solicitation} Solicitation No. - N^{\circ} \ de \ l'invitation \\ W8485-230005/A \\ \text{Client Ref. No. - N}^{\circ} \ de \ \text{réf. du client} \\ W8485-230005$

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c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree t

- (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".

 $\label{eq:solicitation} Solicitation \ No. - \ N^\circ \ de \ l'invitation \\ W8485-230005/A \\ \ Client \ Ref. \ No. - \ N^\circ \ de \ réf. \ du \ client \\ W8485-230005$

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ANNEX A - Line Item Details

Item	Description	Unit of issue	Qty	Destination Address	Delivery Date Proposed	Firm Unit Price	Extended Price
1	P/N 209-5235-521 Hinged Cockpit Heli-Mount Kit – LHS Please state in your offer whether the offered P/N is as requested or an equivalent P/N offered:	EA	34	Michael Ward L3HARRIS MAS INC. SUBSIDIARY OF L3HARRIS TECHNOLOGIES, INC. MHP Warehouse 443 Magnificent Ave Shearwater, NS B0J3A0			
2	P/N 209-5235-522 Hinged Cockpit Heli-Mount Kit – RHS Please state in your offer whether the offered P/N is as requested or an equivalent P/N offered:	EA	34	Michael Ward L3HARRIS MAS INC. SUBSIDIARY OF L3HARRIS TECHNOLOGIES, INC. MHP Warehouse 443 Magnificent Ave Shearwater, NS B0J3A0			
3	P/N 209-5235-52XPP Pre-production Hinged Cockpit Heli-Mount Kit (LHS or RHS) for on aircraft fit check Please state in your offer whether the offered P/N is as requested or an equivalent P/N offered:	EA	1	Michael Ward L3HARRIS MAS INC. SUBSIDIARY OF L3HARRIS TECHNOLOGIES, INC. MHP Warehouse 443 Magnificent Ave Shearwater, NS B0J3A0			
4	Installation and maintenance manuals	EA	1	Michael Ward L3HARRIS MAS INC. SUBSIDIARY OF L3HARRIS TECHNOLOGIES, INC. MHP Warehouse 443 Magnificent Ave Shearwater, NS B0J3A0			

 $\label{eq:solicitation} Solicitation \ No. - \ N^\circ \ de \ l'invitation \\ W8485-230005/A \\ \ Client \ Ref. \ No. - \ N^\circ \ de \ réf. \ du \ client \\ W8485-230005$

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5	Product Top level drawings and kit installation drawing	EA	1	Michael Ward L3HARRIS MAS INC. SUBSIDIARY OF L3HARRIS TECHNOLOGIES, INC. MHP Warehouse 443 Magnificent Ave Shearwater, NS B0J3A0			
The EFB Mounts must meet the following mandatory requirements:							
 a) The EFB mounts must be for a S-92A aircraft (see Figure 2 and EFB Mount Dimensions (LHS and RHS) in Annex E); b) The EFB mounts must secure an Apple iPad mini; c) Each EFB mount must come with a 30W USB PD Charger (P/N 209-8601-130) meeting DO-160G and CAN-TSO-C71 standards, or 						Applicable Taxes	
equivalent (see P/N 209-8601-130 Dimensions in Annex E).						Total	
d) The EFB mounts must include a sideways hinge to avoid blocking field of view;						(Taxes	
e) The EFB mounts must not impede ingress/egress;						included)	
f) The EFB mounts must not impede aircraft controls; and							
g) The EFB mounts must not block the yaw pedal switch (see Figure 1 in Annex E).							

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ANNEX B to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s)	:
() Direct Deposit (Domestic and International);	
() Electronic Data Interchange (EDI);	
() Wire Transfer (International Only);	

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ANNEX C to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

ender the	e bid non-responsive or constitute a default under the Contract.
	r information on the Federal Contractors Program for Employment Equity visit Employment and velopment Canada (ESDC) – Labour's website.
Date: date.)	(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing
Complete	both A and B.
A. Check	only one of the following:
) A1.	The Bidder certifies having no work force in Canada.
) A2.	The Bidder certifies being a public sector employer.
	The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u> .
	The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
A5. The E	Bidder has a combined workforce in Canada of 100 or more employees; and
() <i>i</i> OR	A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.
	A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
3. Check	only one of the following:
) B1.	The Bidder is not a Joint Venture.
OR	
` <i>'</i>	The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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Annex D - Packaging Requirement using Specification D-LM-008-036/SF-000

National Défense Defence nationale

D-LM-008-036/SF-000

CANADIAN FORCES SPECIFICATIONS

DEPARTMENT OF NATIONAL DEFENCE MINIMUM REQUIREMENTS FOR COMMERCIAL PACKAGING

(ENGLISH)

(Supersedes D-LM-008-036/SF-000 dated 2013-12-01)

Issued on Authority of the Chief of the Defence Staff

Canadä

2020-09-30



NOTICE

This documentation has been reviewed by the technical authority and does not contain controlled goods. Disclosure notices and handling instructions originally received with the document shall continue to apply.

AVIS

Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées. Les avis de divulgation et les instructions de manutention reçues originalement doivent continuer de s'appliquer.

File No. - N° du dossier

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LIST OF EFFECTIVE PAGES

Insérer les pages le plus récemment modifiées et se défaire de celles qu'elles remplacent conformément aux instructions pertinentes.

NOTE

The portion of text affected by the latest change is indicated by a black vertical line in the margin of the page. Changes to illustrations are indicated by miniature pointing hands or black vertical lines.

Dates of issue for original and changed pages are:

Original	0	2020-09-30	Change	3
Change	1		Change	4
Change	2		Change	5

Zero in Change No. column indicates an original page. The use of the letter E or F indicates the change is in English or French only. Total number of pages in this publication is 10 consisting of the following:

Page No.	Change No.	Page No.	Change No.
Title	0	i/ii to iii/iv	0
Α	0	1 to 4	0

Contact Officer: DSCO 5-4-3 © 2020 DND Canada

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D-LM-008-036/SF-000

NOTES TO USERS

LAWS / REGULATIONS OF CANADA

 Laws and regulations pertaining to packaging, safe handling and shipment of products, established by the various levels of government (federal, provincial and municipal), must be adhered to.

DEVIATION FROM SPECIFICATION

 If the contractor wishes to suggest other proposals or otherwise depart from the current issue of this specification, they must forward their proposals immediately, to the Contracting Authority for approval.

INQUIRIES

3. Any questions relating to this specification will be referred to DSCO 5-4-3 via the Contracting Authority.

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D-LM-008-036/SF-000

SCOPE

Purpose

- This specification states the circumstances under which commercial packaging can be used to fulfill
 the Department of National Defence (DND) / Canadian Armed Forces (CAF) requirement for cleaning, drying,
 preservation, packaging, packing and marking. Commercial packaging is defined as the methods and materials
 employed by the supplier to satisfy the requirements of that supplier's distribution system.
- Where individual instructions for specific items have been included in the contract, those instructions must take precedence e.g. type of preservation material to be applied specified in contract would precede paragraph 8.
- 3. Where the commodity specification for an item includes packaging instructions, the commodity specification must take precedence. Where the commodity specification contains more than one level of packaging and the required level is not specified in the document, packaging must be to the lowest level of protection established in the commodity specification.

General Requirements

- 4. Packaging must provide adequate protection against deterioration and damage during handling and shipment. Packaging and marking must be suitable for distribution to retail outlets. Previously used corrugated fibreboard boxes are not acceptable containers and are not to be used under any circumstances.
- Bulk preservation, packaging, packing and marking used in interplant and intraplant shipments, and for shipment to jobbers for repackaging and to part distribution outlets for re-preservation and packing, are not acceptable. Examples include tote-boxes, open baskets, and boxes without lids.
- Cleaning, drying, preservation, packaging, packing and marking furnished by the supplier must meet or exceed the minimum requirements detailed in paragraphs 7 through 26.

Cleaning

Items must be free from dirt or contaminants which would contribute to deterioration of the item or which
would require cleaning by the customer prior to use. Coatings of preservatives applied to the item for protection are
not considered contaminants.

Preservation

 Items susceptible to corrosion or deterioration must be protected by the use of preservative coatings, volatile corrosion inhibitors or desiccated packs.

Wrapping / Cushioning

 Items that are fragile in nature and items requiring surface protection from physical and mechanical damage, must be protected by wrapping, cushioning, or other means to distribute shock and vibration during handling and shipment.

Interior Containers

 Interior containers are classified as unit packs and intermediate packs. The container's size and packaged content quantity must be uniform for the duration of the contract.

Unit Pack

- 11. A unit pack is the first stage at which the item or quantity of items is enclosed in a container (bag, envelope, box, etc.). A unit pack must be designed and constructed so that it will contain and prevent damage to the contents during shipment and storage in the shipping container, and will allow subsequent handling (see paragraph 16).
- 12. Unit packs are a mandatory requirement and are limited to the parameters specified at paragraph 13. In extraordinary circumstances, the Contracting Authority may authorize exceptions to these limits due to weight or size e.g. sheet metal, bar stock, etc.

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- 13. UNIT PACK (Mandatory Requirements)
 - Single items weighing more than 4.5 kg (10 lb) must be individually packaged.
 - b. Unless otherwise specified in the contract:

The unit (and intermediate) pack

- i. must not exceed 100 pieces, and
- ii. must not weigh more than 11.3 kg (25 lb).

NOTE

Individual items weighting more than 23 kg (50 lbs) must be supplied with the appropriate materials handling aid e.g. a pallet (see paragraph 29) or a crate mounted on skids. These items must not be consolidated into a shipping container.

Intermediate Pack

14. An intermediate pack is a number of unit packs placed in a larger container for ease of handling, counting, and marking to the requirements of paragraph 22. Intermediate packs are not mandatory – the supplier may employ them or not at their discretion.

Shipping Containers

- Unit or intermediate packs, which conform to the definition in paragraph 16, are not required to be enclosed
 in a shipping container. However, materials handling aids may be required (see paragraphs 28, 29).
- 16. A shipping container is a container that is acceptable to the common carrier for safe delivery to consignee at the lowest applicable rate e.g. boxes / crates (corrugated fibreboard, wood, plywood), barrels, shipping drums.
- 17. The use of containers that have been used previously for the shipment or storage of other items is permissible (except for previously used corrugated fibreboard containers).
- All wood packaging materials must comply with the International Standards for Phytosanitary Measures 15 (ISPM 15), Regulation of Wood Packaging Material in International Trade. Any deviation requires the prior approval of the Contracting Authority.

Application of Markings

19. All markings must be legible and durable. Depending upon the nature of the material and the type of surface conditions of the container or wrapping material, marking will be either by affixing printed labels or tags or by printing or stencilling directly onto containers or wrappings. The ink used in applying markings or writing on labels must be waterproof and fade resistant. Positioning of markings must be located as to allow the markings to be easily read when stored on shelves or stacked.

Required Markings

 Besides markings that are required to effect delivery of material (paragraph 24), certain additional markings are required on shipping containers (paragraphs 23, 25, 26) and, in some instances, on interior containers (paragraphs 21, 22).

Interior Container Markings

- The following marking requirements relate to multiple unit and/or intermediate packs consolidated into a single shipping container.
 - a. When the contents of a shipping container comprise only one DND stock number (regardless of quantity), the interior containers need not be marked.

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b. When the shipping container consolidates more than one DND stock number, the interior containers must be marked as per paragraph 22.

- If intermediate packs are employed within a shipping container, they must be marked, but the unit packs need not.
- (2) If intermediate packs are not employed, each unit pack must be marked.

 Markings of Unit or Intermediate Packs in Consolidated Shipping Containers (see paragraph 21.b.)

The required markings for interior containers are as follow:

a. DND Stock Number as shown on the contract.

Description noun or noun phrase.

c. Quantity as determined by the supplier.

Shipping Container Markings

23. Each shipping container (paragraphs 15, 16) must bear the following markings on one face of the container (preferably the end or smaller face):

a. DND Stock Number as shown on the contract.

Description noun or noun phrase, as shown on the contract.

c. Quantity as determined by the supplier.
 d. Gross weight packed weight of the container.

e. Contract data contract number and Purchase Order number (if applicable), as shown on

the contract.

24. One contrasting face of the container (preferably the larger face) must bear the following shipping instructions:

a. Consignee as shown on the contract.

b. Consignor Supplier's name or symbol.

c. Container number relation of the container within the shipment (e.g. case 1 of 1).

NOTE

The last shipment container must have affixed to its face an envelope containing the contract documents e.g. supply voucher, release note, packing list, etc. This envelope, which must be water resistant, must be prominently marked "Packing Slip Enclosed" and securely affixed to the outside wall of the container.

Unusual Marking Circumstances

Tags

25. The above marking instructions mainly concern boxes and it is realized, that in some instances, the shipping container may be a bag, sack, bale, pail or loose item. In these circumstances, the markings quoted in paragraphs 23 and 24 are still required but it will be permissible to apply the markings to firmly attached tags. The DND stock number, description, quantity, contract serial number must be shown on one tag or on one side of a tag and the consignee, consignor, container number and packing slip enclosed must be shown on the opposite side of the same tag, or on a second tag.

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Unique Item Identifier (UII) Labels

26. Where the contract specifies the requirement for a Unique Identification (UID) be assigned to an item, a Unique Item Identifier (UII) label is required on the item's first level of packaging (e.g. engine container). The International Organization for Standardization / International Electrotechnical Commission 15438 (ISO/IEC 15438) compliant PDF 417 barcode symbol can either be incorporated into the package contents label or on a separate label adhered adjacent to the package contents label. The contract or Contracting Authority must identify the mandatory data elements of the PDF417 barcode symbol.

Quality Assurance Provisions

Quality assurance provisions must be as specified in the contract.

Preparation for Delivery

28. The shipment must be prepared with the appropriate materials handling aid to facilitate off-loading of material from transport vehicles at destination. The use of consolidation shipping containers, pallets or other similar materials handling aids, as appropriate for the commodity being shipped, is required. If necessary, goods loaded on pallets must be encased by stretch wrap to ensure stability of the load.

Palletization

- 29. For all shipments exceeding 0.566 m3 or 15.88 kg (20 ft3 or 35 lbs), except for those shipped by courier, the following applies:
 - a. The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. x 40 in.) four-way forklift entry, ISPM 15 certified wood pallets. The pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.
 - b. The Contractor must group items by DND stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one DND stock number must be marked as "Mixed Items".
 - c. Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).

NOTE

Any deviation requires the prior approval of the Contracting Authority.

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ANNEX E – Mounting Specifications/Dimensions

Figure 1.

W8485-230005

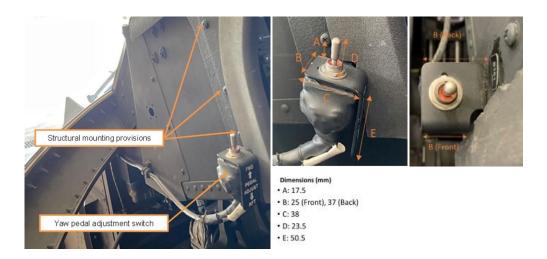
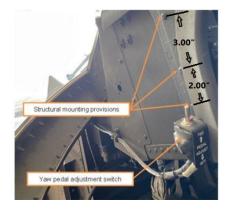


Figure 2.



P/N 209-8601-130 Dimensions:

Width: 0.88 in Length: 5.32 in Height: 2.00 in Weight: 0.40 lb/181 g

EFB Mount Dimensions (LHS and RHS):

Width: 6.96 in (max) Length: 11.26 in (max)

Height: 2.11 in Weight: 0.90 lb/408 g