

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

| | |
|--|---|
| Title - Sujet Field maintenance Cranes | |
| Solicitation No. - N° de l'invitation W3996-120001/A | Date 2012-10-25 |
| Client Reference No. - N° de référence du client W3996-12-001 | |
| GETS Reference No. - N° de référence de SEAG PW-\$KIN-560-5961 | |
| File No. - N° de dossier KIN-2-38216 (560) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-05 | Time Zone Fuseau horaire Eastern Standard Time EST |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Bellmore, Heather | Buyer Id - Id de l'acheteur kin560 |
| Telephone No. - N° de téléphone (613) 545-8208 () | FAX No. - N° de FAX (613) 545-8067 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Sergeant KS Smith, CD Bldg P.O.BOX 17000 STN FORCES KINGSTON Ontario K7K7B4 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution
Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Department of National Defence (DND) has a requirement for six (6) small (diesel-electric) self-propelled mobile cranes required to support Tactical Aviation Garrison and Green Field operations. Specifically, the cranes will be used to support CH146 and CH147 maintenance and equipment loading, both in Garrison and deployed field conditions. Delivery of the cranes will be made directly to individual 1 Wing units. The locations are as follows:

1) 400 Sqn, Borden, ON:

400 THS

Hangar 18
CFB Borden, Borden, ON
LOM 1C0

2) 403 Sqn, Gagetown, NB

403 HOTS

Building L4
CFB Gagetown, Oromocto, NB
E2V 4J5

3) 408 Sqn, Edmonton, AB

408 SQN
Hangar 2
CFB Edmonton
Edmonton AB
T5J 4J5

4) 427 Sqn, Petawawa, ON

CFB Petawawa

PO Box 9999 Stn Main
Petawawa , On
K8H 2X3

5) 430 Sqn, Valcartier, QC

430 ETAH

Edifice 621
CFB Valcartier, Courcellette, QC
G0A 4Z0

6) 438 Sqn, St. Hubert, QC.

Hangar 10

CFB St-Hubert, St-Hubert, QC
J3Y 5T4

The Contractor must also provide a 'train the trainer' course to a maximum of 18 DND personnel six (6) months after delivery of the cranes. Training will be conducted at Contractor's site.

Complete details of this requirement are located in the Statement of Work, Annex "A" attached hereto.

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS**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>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (two hard copies)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

Bidders must submit product specifications and descriptive literature/brochures for the item being offered in the Bidder's proposal. The product specifications and descriptive literature/brochures will be used to determine if all of the mandatory and desirable technical criteria are satisfied. Solutions proposed must satisfy all mandatory technical criteria. Bidders should take care in ensuring that all of the information required to fully assess all of the mandatory technical criteria is included in the bid. Bidders must provide hard copies of information referenced on internet web sites.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Failure to meet any of the Mandatory Technical Criteria as stated in the below matrix will result in your bid being declared as non-responsive.

| Item: | Mandatory Technical Criteria: | Proof of Compliance: |
|-------|--|----------------------|
| MT1 | <p>Capacity: Crane must be capable of lifting a minimum of 5000lbs at a minimum radius of 10 feet with the boom extended to a minimum of 30 feet.</p> | |
| MT2 | <p>Dimensions: (a) Crane must fit within the confines of a CH147 cargo area without disassembly, with the cargo handling system (HICHS") installed (IAW CH147 Technical Manual, Figure 6-8 Maximum Package Size Table Ramp Door.) (b) Crane must be able to self-load into a CH147 from level ground using only the aircraft ramps (approximately 8 degrees max inclination).</p> | |
| MT3 | <p>Transport: (a) Crane must be securable for air transport in a CH147 using normal cargo security devices and methods without disassembly or by adding attachments to the crane which must be removed for normal use. (b) Crane must have provisions to permit slinging without disassembly or by adding attachments which must be removed for normal use.</p> | |
| MT4 | <p>Maneuverability: (a) Must be able to traverse unprepared surfaces (unladen) including but not limited to rock/gravel, sand, mud, grass, snow, and sloped ground. (b) Crane boom arm must have 360 degree continuous rotation capability.</p> | |
| MT5 | <p>Environment: Must be able to operate in austere outdoor conditions including rain, snow, sub-freezing temperatures, and hot dusty/dry climates.</p> | |
| MT6 | <p>Safety: (a) Must include an automatic winch brake. (b) Must include an emergency stop button. (c) Must have a safety latch on the lifting hook. (d) Must contain anti-two block provisions. (e) Must provide an over winding prevention device. (f) Must contain a minimum wire rope automatic stop</p> | |
| MT7 | <p>Propulsion/Power: (a) Must be powered by a diesel engine. (b) Must be capable of electric-only operation when stationary (230V 3-Phase)</p> | |
| MT7 | <p>Control: (a) Must provide a means of controlling the crane remotely. (b) Must provide an automatic hook stowing system.</p> | |

1.1.2 Desirable - NOT Mandatory Technical Criteria:

Bidders who demonstrate their product meets any of the below desirable criteria will receive a percentage reduction, as identified for each of the below criteria, up to a maximum of 15%. This reduction will be applied to the total evaluated price **for evaluation purposes only**.

| Item: | Desirable Criteria: | Proof of Compliance |
|-------|--|---------------------|
| DC1 | Engine should be compatible with JP-8 as well as diesel. (5%) | |
| DC2 | Remote control capability should be wireless. (5%) | |
| DC3 | Weight of complete crane. (1% awarded per 100lb difference in submitted bids, awarded to lower weight, maximum 5%) | |

1.2 Financial Evaluation

1.2.1 Bidders must submit pricing in accordance with Annex "B", firm all-inclusive rates, Incoterms 2000 "DDP Delivered Duty Paid" for all pricing requirements or their bids will be considered non-responsive and will be given no further consideration.

1.2.2 The Bidders unit prices will be multiplied by the corresponding usage's to calculate the extended pricing for each pricing requirement. The evaluated price is the sum of all extended item pricing for all price requirements.

1.2.3 A percentage reduction will be applied, for evaluation purposes only, to those bids demonstrating their product meets any of the above desirable criteria.

1.2.4. *SACC Manual* Clause A0220T(2007-05-25), Evaluation of Price

2. Basis of Selection

2.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical criteria to be declared responsive. Bids meeting all mandatory technical criteria will then be assessed for desirable features. The responsive bid with the lowest evaluated price, will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the

evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the *Employment Equity Act, S.C. 1995, c. 44*

c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;\

d. () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Department of National Defence (DND) has a requirement for six (6) small (diesel-electric) self-propelled mobile cranes required to support Tactical Aviation Garrison and Green Field operations. Specifically, the cranes will be used to support CH146 and CH147 maintenance and equipment loading, both in Garrison and deployed field conditions. Delivery of the cranes will be made directly to individual 1 Wing units. The locations are as follows:

1) 400 Sqn, Borden, ON:

400 THS

Hangar 18
CFB Borden, Borden, ON
LOM 1C0

2) 403 Sqn, Gagetown, NB

403 HOTS

Building L4
CFB Gagetown, Oromocto, NB
E2V 4J5

3) 408 Sqn, Edmonton, AB

408 SQN

Hangar 2
CFB Edmonton
Edmonton AB
T5J 4J5

4) 427 Sqn, Petawawa, ON

CFB Petawawa

PO Box 9999 Stn Main
Petawawa , On

K8H 2X3

5) 430 Sqn, Valcartier, QC

430 ETAH

Edifice 621
CFB Valcartier, Courcellette, QC
G0A 4Z0

6) 438 Sqn, St. Hubert, QC.

Hangar 10

CFB St-Hubert, St-Hubert, QC
J3Y 5T4

The Contractor must also provide a 'train the trainer' course to a maximum of 18 DND personnel six (6) months after delivery of the cranes. Training will be conducted at Contractors site.

Complete details of this requirement are located in the Statement of Work, Annex "A" attached hereto.

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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications - Contract of 2010A referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

4. Term of Contract

4.1 Delivery Date

(a) All the deliverables must be received on or before March 31, 2013.

(b) Training, as described in the Statement of Work, Annex "A" is required within six (6) months of delivery of cranes.

4.2 Shipping Instructions - DDP Delivered Duty Paid

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

Solicitation No. - N° de l'invitation

W3996-120001/A

Client Ref. No. - N° de réf. du client

W3996-12-001

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-2-38216

Buyer ID - Id de l'acheteur

kin560

CCC No./N° CCC - FMS No/ N° VME

Incoterms 2000 "DDP Delivered Duty Paid", places of destination:

1) 400 Sqn, Borden, ON:

400 THS

Hangar 18
CFB Borden, Borden, ON
LOM 1C0

2) 403 Sqn, Gagetown, NB

403 HOTS

Building L4
CFB Gagetown, Oromocto, NB
E2V 4J5

3) 408 Sqn, Edmonton, AB

408 SQN
Hangar 2
CFB Edmonton
Edmonton AB
T5J 4J5

4) 427 Sqn, Petawawa, ON

CFB Petawawa

PO Box 9999 Stn Main
Petawawa , On
K8H 2X3

5) 430 Sqn, Valcartier, QC

430 ETAH

Edifice 621
CFB Valcartier, Courcellette, QC
G0A 4Z0

6) 438 Sqn, St. Hubert, QC.

Hangar 10

CFB St-Hubert, St-Hubert, QC
J3Y 5T4

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Heather Bellmore
Supply Specialist
Public Works and Government Services Canada

Solicitation No. - N° de l'invitation

W3996-120001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin560

Client Ref. No. - N° de réf. du client

W3996-12-001

File No. - N° du dossier

KIN-2-38216

CCC No./N° CCC - FMS No/ N° VME

Acquisitions Branch
86 Clarence Street
Kingston Ontario

Telephone: 613-545-8208

Facsimile: 613-545-8067

E-mail address: heather.bellmore@pwgsc.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

The Technical Authority for the Contract is: - to be completed by PWGSC at time of Contract award.

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____.

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.

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

6. Payment

6.1 Basis of Payment

A) Supply and Delivery of Cranes:

For the Work described in Pricing Basis "A", in Annex "B" Basis of Payment:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ _____ (PWGSC to insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

For the firm price portion of the Work only, 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.

B) Training:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with Pricing Basis "B" in Annex "B", Basis of Payment, to a ceiling price of \$ _____ (PWGSC will insert amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

6.2 Limitation of Expenditure

For the Work described in Pricing Basis "A" and Pricing Basis "B" of the Basis of Payment in Annex "B":

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$ _____ (PWGSC to insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payment

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

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 2010A (2012-07-16);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Insurance Requirement;
- (f) the Contractor's bid dated _____

11. Insurance

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. *0*

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

STATEMENT OF WORK

Field Maintenance Cranes

1. REFERENCES

A. Chinook internal dimensions

2. INTRODUCTION

2.1. Aim

2.1.1. The aim of this Statement Of Work is to detail the requirements for small (diesel-electric) self-propelled mobile cranes required to support Tactical Aviation Garrison and green field operations.

2.2. Objectives

2.2.1. To obtain small (diesel-electric) self propelled mobile cranes that can be used to support CH146 and CH147 maintenance and equipment loading, both in Garrison and deployed field conditions. Additionally, cranes are routinely required for loading field equipment onto green-fleet vehicles.

3. SYSTEM OPERATION

3.1. Mission and Scenarios

3.1.1. This crane must be capable of operating from and traversing over and around terrain where a CH146 is normally expected to operate from. This includes unprepared austere operating locations.

3.1.2. This crane will be transported to operating locations by internal carriage aboard a CH147 Chinook as well as by HLVW (5 Ton flatbed Military Patterned truck) or other road transport.

3.1.3. This crane will also be occasionally transported between operating/field locations by external helicopter slinging.

3.2. Environment

3.2.1. This crane will need to operate without undue stress to existing resources under the environmental conditions where a Griffon can be expected to operate.

3.2.2. This crane must also operate in stationary fashion in enclosed spaces (i.e. hangars with the doors closed) without posing a health hazard to personnel.

3.2.3. Moving the crane over a distance or into and out of a hangar may be conducted by use of internal combustion engines.

3.3. Key Roles

3.3.1. The crane will be used to enable Tactical Aviation green-field maintenance and operations.

3.4. Key Tasks

3.4.1. The crane can be expected to lift heavy items such as a CH146 engine and gearbox combination ("twin-pack") and a CH147 aft transmission.

3.4.2. The crane can be expected to lift and position aircraft components to aid in reassembly after air transport, such as CH147 rotor blades, CH146 rotor head assemblies, etc.

3.5. User Characteristics

3.5.1. Crane will be operated by appropriately qualified aircraft technicians.

4. SYSTEM EFFECTIVENESS REQUIREMENTS

4.1. General Requirements

The field crane will include the following requirements:

1. Lift the equivalent of the main drive train components of the CH146 and CH147.
 - a. The heaviest mandatory component that the crane would be required to lift would be the aft pylon on the CH147 (approximately 5000lbs)
2. The lift dimensions required of the field crane are to a height of 30ft and radius of 10ft in order to lift the aft pylon into place on the CH147. This is the highest lift that would be mandatory for the field crane.
3. Be able to collapse into dimensions that will fit in the cargo area of a CH147F (Ref A). The vehicle must be able to load itself into the CH147F from level ground without the use of external ramps, vehicles, or lifts.
4. Must be capable of being carried as a single external slung load by a CH147 (i.e. less than 20,000lbs, simple connection of load lifting straps).
5. Manoeuvre over terrain of various conditions including but not limited to:
 - a. Gravel
 - b. Sand
 - c. Sloped ground (max 15 degrees)
 - d. Mud
 - e. Grass
 - f. Packed snow

4.2. Operability

The crane will need to be able to run off electrical power when operating as a crane indoors, as well as have a self contained power source that will run off diesel fuel and if possible JP8.

4.3. Maintainability

Outside of the standard manufacturer's warranty, O&M is the responsibility of units.

4.4. Availability and Reliability

Routine maintenance will be carried out by the Units on cycles no more frequent than monthly, on a plan as described by the manufacturer. Pre-usage inspections will be carried out by the Users in accordance with manufacture described checklists.

4.5. Environmental Sustainability

The crane will be expected to operate in austere conditions including but not limited to:

1. Rain
2. Snow
3. Sub-freezing temperatures
4. Dusty/dry climate
5. Hot climates

4.6. Safety and Health

The safety systems must include an electric clutch brake, and a lock on the power box. It must also come with an emergency stop button and the hook must have a safety latch.

5. SUB-SYSTEM EFFECTIVENESS REQUIREMENTS

Controls must be located in a central location with a remote control system.

6. PERFORMANCE MEASURES

The field crane system must accomplish the tasks described in Section 4.1.

7. PERSONNEL AND TRAINING REQUIREMENTS

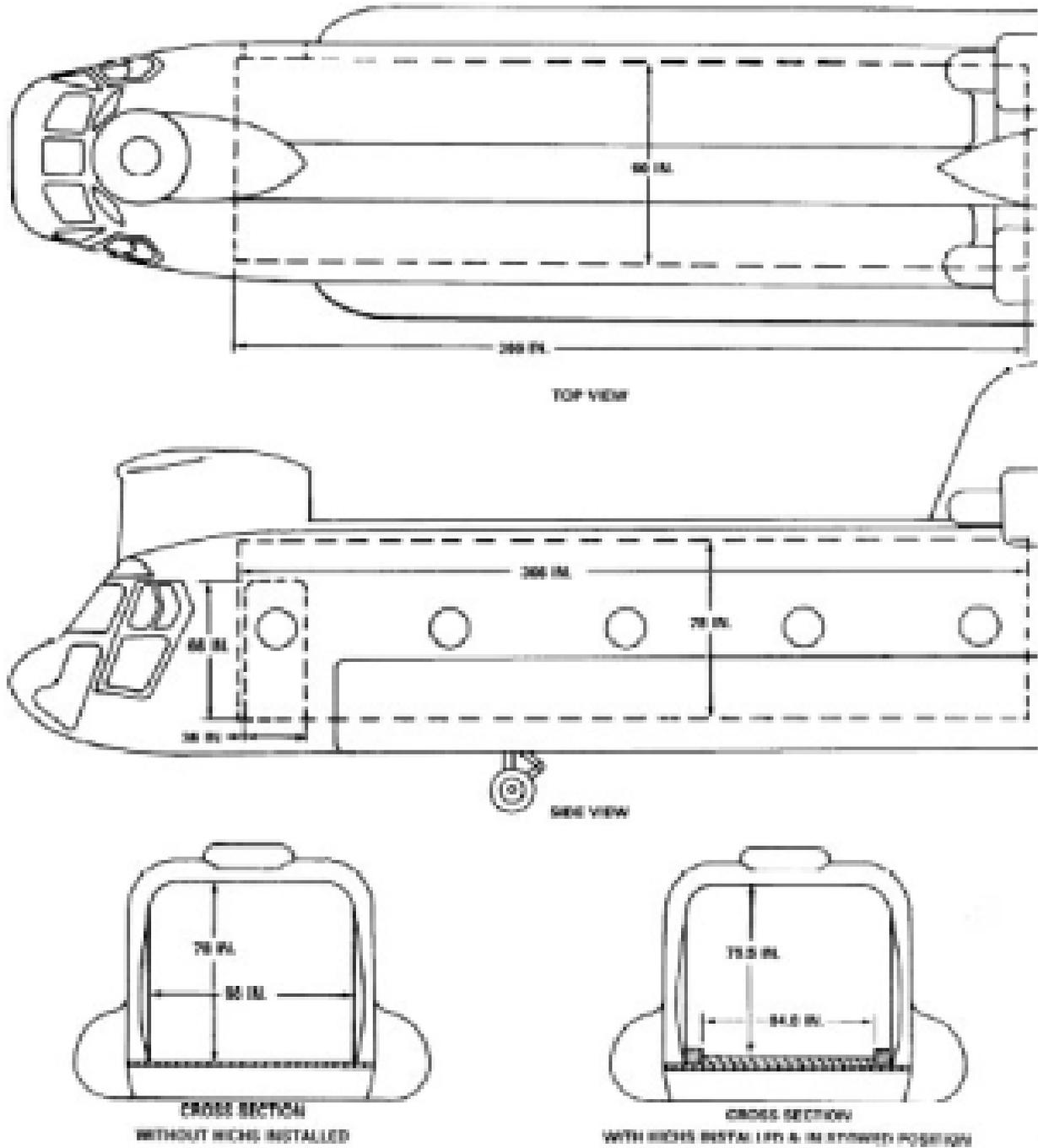
7.1. Personnel

7.1.1. The crane will be manned by appropriately trained aircraft technicians and maintenance personnel.

7.2. Training

7.2.1. The Contractor must also provide a 'train the trainer' course to a maximum of 18 DND personnel six (6) months after delivery of the cranes. Training will be conducted at Contractors site. Training will not exceed 2 weeks (10 work days) and will be for a minimum of 6, maximum of 18 personnel.

Ref. A: Chinook Internal Dimensions (Figure 6-8)

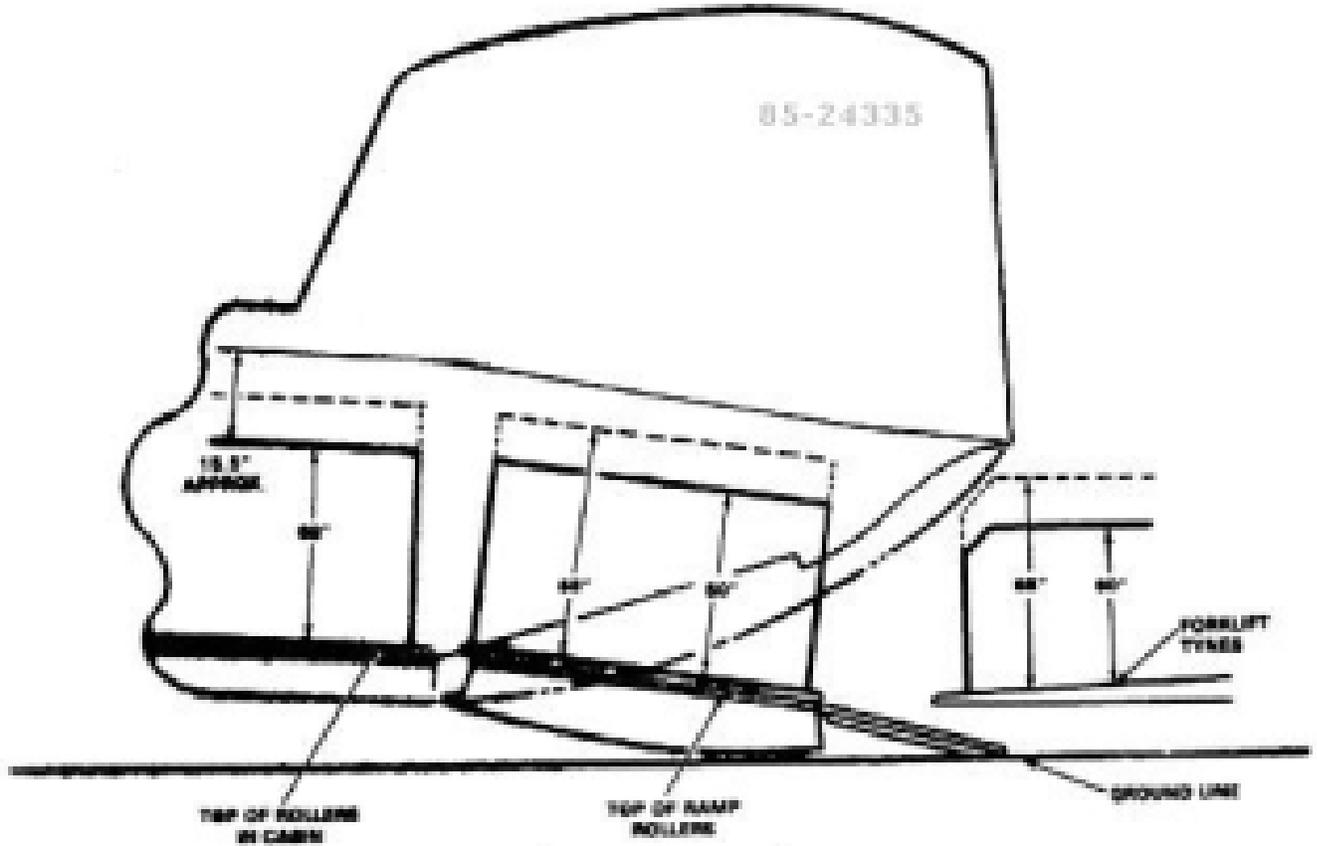


Solicitation No. - N° de l'invitation
W3996-120001/A

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-2-38216

Buyer ID - Id de l'acheteur
kin560
CCC No./N° CCC - FMS No/ N° VME

Client Ref. No. - N° de réf. du client
W3996-12-001



Typical Cargo Loading

Solicitation No. - N° de l'invitation

W3996-120001/A

Client Ref. No. - N° de réf. du client

W3996-12-001

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-2-38216

Buyer ID - Id de l'acheteur

kin560

CCC No./N° CCC - FMS No/ N° VME

Annex "B" **Basis of Payment**

Price Proposals will be evaluated in Canadian Dollars.

The Contractor will be paid in accordance with the following Basis of Payment for work performed pursuant to the Contract.

All deliverables are firm price, Incoterms 2000 "DDP Delivered Duty Paid", and Canadian Customs Duty included, where applicable.

Pricing Basis "A":

A) Supply and Delivery of Cranes:

A firm all inclusive unit price per Crane (inclusive of delivery and operator/maintenance manuals) as described in the Statement of Work, Annex "A":

\$_____ per Crane x 6 Cranes:

\$_____

Pricing Basis "B":

B) Training:

A firm, all inclusive training rate (including travel) for the provision of services. The minimum number of participants is 6, while the maximum number of participants is 18. For evaluation purposes, the maximum number of participants will be used to determine the evaluated price for training.

\$_____ per participant x 18 participants:

\$_____

Total Contract Cost = A + B.

Annex C

Insurance

1. Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate. The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

o. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Automobile Liability Insurance

(Applicable when Contractor comes onto Canada's premises to perform duties.)

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.