

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**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 Repair & Maintenance Services	
Solicitation No. - N° de l'invitation W8486-096412/C	Date 2013-01-04
Client Reference No. - N° de référence du client W8486-096412	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-634-61892	
File No. - N° de dossier hs634.W8486-096412	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-31	
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: Paquin, Benoit	Buyer Id - Id de l'acheteur hs634
Telephone No. - N° de téléphone (819) 956-3966 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 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

Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

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

This bid solicitation cancels and supersedes previous bid solicitation number W8486-096412/A dated 2012-10-24 with a closing of 2012-12-06 at 14:00.

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Appendix 1 to Annex A	Body and Paint Application,
Annex B	Pricing for Hourly Rates and Mark-up;
Annex C	Mandatory Technical Evaluation Criteria;
Annex D	Response to Mandatory Technical Evaluation Criteria

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into seven (7) parts plus 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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: includes the certifications to be provided;

Part 6 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 attachments include Annex A - Statement of Work for repair and maintenance for krupp crane and components, Appendix 1 of Annex A - Body and Paint Application, Annex B - Pricing for Hourly Rates and Mark-up, Annex C - Mandatory Technical Evaluation Criteria and Annex D - Response to Mandatory Technical Evaluation Criteria.

2. Summary

The Department of National Defence (DND) has a requirement for repair and maintenance services, Field Service Representatives and technical support in order to perform inspections, repairs and maintain a militarized fleet of 20, 1992 Krupp crane model KMK 2025 and components. The equipment to be serviced will include, but is not limited to the militarized fleet, owned and operated by DND, in accordance with Annex A - Statement of Work, Annex B - Pricing for Hourly Rates and Mark-up and Appendix 1 to Annex A - Body and Paint Application.

Work will be performed throughout Canada and at Contractor's plant, as required.

The work to be performed under the Contract will be on an "as and when requested basis" using a DND 626 Task Authorization (TA). This work described in the TA must be in accordance with the Statement of Work.

The work under this requirement will be carried out for a period of three (3) years from the effective date of the contract with an option to extend the contract for two (2) additional periods of one (1) year.

The procurement is subject to the Controlled Goods Program.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), Canada-Columbia Free Trade Agreement, Canada-Peru Free Trade Agreement and the Agreement on Internal Trade (AIT).

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within **fifteen (15) working days** of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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 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 (2012/11/19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 05.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation

Insert: Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date of the bid solicitation

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 to the Contracting Authority no later than **seven (7) 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.

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **ten (10) calendar days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications and Additional Information (1 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>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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

A check mark must be added in the appropriate spaces in Annex D - Response to Mandatory Technical Evaluation Criteria. Bidders must provide additional explanation to support their technical compliance.

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. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Bidder should include a written narrative for each mandatory criterion described in Annex C - Mandatory Technical Evaluation Criteria. Responses consisting of a simple statement of compliance or lacking narrative, should be avoided.

Section II: Financial Bid

1. Pricing

Bidders must submit their prices in accordance with the Basis of Payment specified in Part 7 and at Annex B - Pricing for Hourly Rates and Mark-up. Prices should appear only in Annex B - Pricing for Hourly Rates and Mark-up.

The Bidder must submit firm all inclusive hourly labour rates and firm markup rates for all items, all years and all options, in Canadian dollars, delivery must be FCA Free Carrier at Contractor's Facility, Incoterms 2000, Custom Duty and Excise Taxes included where applicable, Goods and Services Tax or Harmonized Sales Tax extra.

2. SACC Manual Clauses

SACC Reference	Title	Date
C3011T	Exchange Rate Fluctuation	2010-01-11

Section III: Certifications and Additional Information

1. Certifications

Bidders must submit the certifications required under Part 5.

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Buyer ID - Id de l'acheteur

hs634

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

W8486-096412

File No. - N° du dossier

hs634W8486-096412

CCC No./N° CCC - FMS No/ N° VME

2. Additional Information

2.1 Supplier Contacts

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

General Enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery Follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

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 Bids must be completed in full and provide all of the information requested in the bid solicitation and at Annex C - Mandatory Technical Evaluation Criteria to enable a full and complete evaluation.

1.1.2 Mandatory Technical Criteria

In order for a bid to be declared responsive, Bidders must meet the following mandatory criteria by the bid closing date and time:

Bidders must meet all mandatory evaluation criteria detailed in Annex C - Mandatory Technical Evaluation Criteria.

Bidders must submit with their bid the completed Annex D - Response to Mandatory Technical Evaluation Criteria by bid closing date and time. Additional explanation must be provided to support their technical compliance.

1.2 Financial Evaluation

Bids must be completed in full and provide all financial information requested in the bid solicitation and at Annex B - Pricing for Hourly Rates and Mark-up to enable a full and complete evaluation.

1.2.1 Mandatory Financial Criteria

Prices must be in Canadian dollars, FCA Free Carrier at Contractor's Facility, Incoterms 2000, Custom Duty and Excise Taxes included where applicable, Goods and Services Tax or Harmonized Sales Tax extra.

1.2.2 Aggregate Price Determination

The aggregate evaluated price of the bid will be determined in accordance with the calculation example at Annex B - Pricing for hourly rates and mark-up.

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2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have 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 comply will render the bid non-responsive. Providing the required names is a mandatory requirement for 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/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional 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 - \$200,000 or more

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.

2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? Yes () No ()

If so, the Bidder must provide the following information:

- A. name of former public servant;
- B. date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

- A. name of former public servant;
- B. conditions of the lump sum payment incentive;
- C. date of termination of employment;
- D. amount of lump sum payment;
- E. rate of pay on which lump sum payment is based;
- F. period of lump sum payment including start date, end date and number of weeks;
- G. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contracts.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

There is no security requirement associated with the requirement.

2. Financial Capability

SACC Reference	Title	Date
A9033T	Financial Capability	2011-05-16

3. Controlled Goods Requirement

SACC Reference	Title	Date
A9130T	Controlled Goods Program	2011-05-16

4. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified herein.

If the information is not provided in the bid, 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.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Requirement

The Contractor must provide repair and maintenance services, Field Service Representatives and technical support in order to perform inspections, repairs and maintain a militarized fleet of 20, 1992 Krupp crane model KMK 2025 and components. The equipment to be services will include, but is not limited to the militarized fleet, owned and operated by DND, in accordance with Annex A - Statement of Work, Annex B - Pricing for Hourly Rates and Mark-up and Appendix 1 to Annex A - Body and Paint Application.

Work must be performed throughout Canada and at Contractor's plant, as required.

1.1 Task Authorization

1.1.1 Task Authorization Process

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (DND 626). The Work described in the TA must be in accordance with the scope of the Contract.

1. The Technical Authority and Procurement Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization form.
2. The Task Authorization (DND 626) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within **ten (10) working days** of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a Task Authorization authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.

1.1.2 Task Authorization Limit

The Technical Authority and Procurement Authority may authorize individual task authorizations up to a limit of **\$100,000.00**, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any Task Authorization (DND 626) inclusive of any revisions to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **10% percent** of the maximum contract value.

Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
 2nd quarter: July 1 to September 30;
 3rd quarter: October 1 to December 31; and
 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than **fifteen (15) calendar days** after the end of the reporting period.

Reporting Requirement - Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process.

For each authorized task:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the original estimated cost, the revised estimated cost and total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- (iv) the total amount, GST or HST extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

For all authorized tasks:

- (i) the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- (ii) the total amount, GST or HST extra, expended to date against all authorized Task.

1.1.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by **(to be inserted by PWGSC)**. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

1.2 Task Pricing

Pricing for each task must be established as follows:

1.2.1 Firm Price

Where a firm price has been established, the Contractor must complete the work in accordance with the specified firm price. The firm price represents the total amount payable under the Task Authorization.

1.2.2 Ceiling Price

Where a ceiling price has been established, the Contractor must complete the work and the ceiling price represents the maximum amount payable under the Task Authorization. The ceiling

price is subject to downward adjustment based on the actual cost reasonably incurred in the performance of the work.

1.2.3 Limitation of Expenditure

A limitation of expenditure is normally established when a requirement is not well defined or is of high risk and it is not practical to utilize a firm price or a ceiling price. A limitation of expenditure represents the amount up to which the Contractor will be paid. The Contractor must not perform any work or services which would cause the total liability of Canada to exceed the authorized amount unless an increase is authorized by Canada.

1.3 Task Estimates

The Contractor must submit a cost estimate for each task with a cost breakdown of all applicable cost elements, labour hours by category, material, equipment, travel requirements outlining number of trips and duration, personnel and other associated travel costs.

1.4 Travel

When requested in writing by Canada, Contractor's personnel must travel to National Defence Headquarters (NDHQ), to other Contractors' plants, to Canadian Forces establishments within Canada or to various locations for meetings.

1.5 Urgent Requirement - Priority Repair Request

The Contractor must take immediate action to satisfy urgent requirements of the Department of National Defence, as and when required by the authorized representative of the Procurement Authority. The urgent requirement will be identified in a Priority Repair Request (PRR).

1.6. Environmental Protection

- a. The Contractor is responsible for ensuring that all work carried out on any DND property by staff, or duly appointed subcontractors, under this contract is:
 - i. Completed using personnel qualified and certified in the scope of work that they are undertaking; and
 - ii. In compliance with all applicable municipal, provincial, federal and statutory environmental protection laws and regulations.
- b. Prior to commencement of the work, the Contractor must have in place an Emergency/Spill Response Plan and also processes and procedures for the identification, management, handling and disposal of all substances, pollutants and material covered by the applicable municipal, provincial, federal and statutory environmental protection laws and regulations.
- c. The Contractor must have full responsibility for the disposal of any hazardous waste removed or uncovered in the performance of the work. Title to such waste must pass to the Contractor as soon as the Contractor takes possession of the waste, and the Contractor must dispose of

such waste in accordance with the requirements of the Contract, if any, and in accordance with applicable law, whether federal, provincial or municipal.

- d. Copies of all Hazardous Material Disposal Certificates raised whilst completing any work under the scope of the contract are to be provided to the Technical/Inspection Authority. Furthermore, additional evidence of compliance with municipal, provincial, federal and statutory environmental laws and regulations is to be forthwith furnished by the Contractor to the Technical/Inspection Authority
- e. Failure to comply with any of the above will be, of and by itself, grounds for termination of the contract for default.

2. Standard Clauses and Conditions

All instructions, clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2012-11-19) General Conditions - Higher Complexity - Services apply to and form part of the Contract.

Add Section 45 Warranty:

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for a period of 90 days from the date of installation of the components provided that the components are installed within twelve (12) months from the date the repair and overhaul work is completed, the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
3. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

-
4. The Contractor must remedy all data and reports pertaining to any correction or replacement under this Section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
5. If the Contractor fails to initiate the repair, replacement or making good of the Work within two (2) working days, or fails to fulfill any obligation described in this section within a reasonable time or if the Contractor has no repair facilities within 100 km from the Work's location, then Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense and be reimbursed for labour at the rate of \$103.91 per hour and for the replaced parts at Canada's cost. The full warranty, as set out in Section 21 Warranty must still then apply. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
6. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:
- (a) the warranty period remaining, including the extension, or
 - (b) ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties.
7. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when Canada considers that it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. The Contractor agrees to notify the Technical Authority within 24 hours from receiving a warranty request as to whether:
- (i) DND is to remove the defective or non-conforming Work and return it to the Contractor's facilities;
 - (ii) The Contractor intends to inspect and repair the Work at its current location;
 - (iii) DND is to perform the repair and the Contractor will reimburse Canada at the rate of \$103.91 per hour for labour and the cost to Canada for replaced parts. The full warranty, as set out in Section 22 Warranty must still then apply.
8. In the event of multiple warranty failures of any type, for the third and any subsequent warranty failure, the Contractor will be held financially responsible for the cost of the labour of removal of defective components from the equipment. The local NDQAR must be informed at least two (2) working days prior to the initial acceptance and testing of the repaired work.

3. Term of Contract

3.1 Period of Contract

The period of the contract is from the effective date of the contract to **(to be inserted by PWGSC)** inclusive. The contractor must complete all work identified in a TA (DND 626) which was requested before the contract expiry date.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the contract period by up to two (2) additional periods of one (1) year under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty **(30) calendar days** before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Benoit Paquin
Supply officer
Public Works and Government Services Canada
Logistics, Electrical, Fuel and Transportation Directorate
"HS" Division
7B1 Place du Portage, Phase III
11 Laurier Street
Gatineau, Québec, K1A 0S5
Telephone: 819-956-3966
Facsimile: 819-956-5227
E-mail: benoit.paquin@tpsgc-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.

4.2 Procurement Authority

The Procurement Authority for this contract is:

To be completed by PWGSC

National Defence Headquarters
 Mgen. George R. Pearkes Building
 101 Colonel By Drive
 Ottawa, Ontario K1A 0K2
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Technical Authority

The Technical Authority for the Contract is:

To be completed by PWGSC

National Defence Headquarters
 MGen. George R. Pearkes Building
 101 Colonel By Drive
 Ottawa, ON K1A 0K2
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matter 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.

4.4 Contractor's Representative**General Enquiries**

Name: **To be completed by PWGSC**

Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

Delivery Follow-up

Name: **To be completed by PWGSC**

Telephone No.: _____

Facsimile No.: _____

E-mail Address: _____

5. Payment

5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in Canadian dollars, FCA Free Carrier at Contractor's facilities, Incoterms 2000 for the initial and option periods, Customs Duty, Excise Taxes included where applicable and Goods and Services Tax or Harmonized Sales Tax extra as follow:

5.1.1 Basis of Payment for Ceiling Price Task and Limitation of Expenditure Task

5.1.1.1 Basis of Payment for in-plant repair maintenance, body repair and paint.

The Contractor will be paid firm all inclusive hourly labour rates for the actual hours worked identified in Annex B - Pricing for Hourly Rates and Mark-up, for in-plant repair maintenance, body repair and paint.

5.1.1.2 Basis of Payment for Field Service Representatives/Mobile Repair Party.

The Contractor will be paid firm all inclusive hourly labour rates for the actual hours worked identified in Annex B - Pricing for Hourly Rates and Mark-up, for field service representative/mobile repair party.

5.1.1.3 Basis of Payment for Contractor Supplied/Furnished Parts and Materials.

For Contractor supplied/furnished parts and materials, the Contractor will be paid the actual laid-down cost plus the firm mark-up identified in Annex B - Pricing for Hourly Rates and Mark-up.

5.1.1.4 Basis of Payment for Subcontractor

For the performance of the work by authorized subcontractors, the Contractor will be paid the actual laid-down cost, plus the firm mark-up identified in Annex B - Pricing for Hourly Rates and Mark-up.

5.1.1.5 Contractor's Laid Down Cost

The Contractor's laid-down cost is defined as the cost incurred by the Contractor's supplier to acquire a specific product or service for resale to the government. This includes the supplier's

invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the Goods and Services Tax and the Harmonized Sales Tax and any General and Administrative, handling and profit.

Mark-up includes applicable purchasing expense, internal handling and General and Administrative expenses plus profit but excludes the Goods and Services Tax and the Harmonized Sales Tax.

5.1.2 Basis of Payment for Firm Price Task

The Contractor will be paid firm price identified in the Task Authorization (DND 626).

5.1.3 Travel and Living Expenses

The Contractor's personnel may be required to travel to National Defence Headquarters (NDHQ) and to other Contractors' plants and to Canadian Forces establishments or to deployed operations within Canada. Travel may also be required to various locations for meetings as authorized by a signed Task Authorization (DND 626) by the PA.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?sid=90&hl=1&lang=eng>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All payments are subject to government audit.

All travel must have prior authorization of the TA or the PA.

5.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$To be inserted by PWGSC**. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- A. when it is 75 percent committed, or
- B. four (4) months before the contract expiry date, or
- C. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.3 SACC Manual Clauses

SACC Reference	Title	Date
A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C0307C	Cost Submission	2008-05-12
C0710C	Time and Contract Price Verification	2007-11-30
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

6. Invoicing Instructions

6.1 Invoicing Instructions per task

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 task form is completed.

The Contractor must submit invoices on its own form, and must include the following information:

- a. Task Authorization Number;
- b. a copy of time sheets to support the time claimed;
- c. a copy of the release document and any other documents as specified in the Contract;
- d. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- e. Cost of materials related to the task;

6.2 Distribution of Invoices

Invoices must be distributed as follows:

- (a) The original to the Procurement Authority:

National Defence Headquarters
 MGen George R. Pearkes Building
 101 Colonel By Drive
 Ottawa, ON K1A 0K2

Attention:

- (b) One (1) copy to the Contracting Authority:

Public Works and Government Services Canada
Industrial Vehicles and Machinery Products ("HS") Division
7B1, Place du Portage, Phase III
11 Laurier Street
Hull, Quebec K1A 0S5
Attention: Benoit Paquin

Note 1: Any credit notes (spares, scrap material) with supporting documentation must be shown as a credit on the invoice.

Note 2: The Contractor must submit a revised invoice copy when correction(s) or modification(s) have been identified by the Procurement Authority or the Contracting Authority.

7. Certifications

7.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

8. Applicable Laws

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

9. 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. 2035 (2012-11-19) General Conditions - Higher Complexity - Services;
- c. Annex A, Statement of Work for repair and maintenance for krupp crane and components;
- d. Annex B, Pricing for Hourly Rates and Mark-up;
- e. Appendix 1 to Annex A - Body and Paint Application;
- f. The signed Task Authorization form (DND 626) (including all of its annexes, if any);

g. the Contractor's bid dated **(To be inserted by PWGSC)**.

10. SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
A9131C	Controlled Goods Program	2011-05-16
B4060C	Controlled Goods	2011-05-16
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2011-05-16
C2801C	Priority Rating - Canadian-based Contractors	2011-05-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2008-12-12
D3010C	Dangerous Goods/Hazardous Products	2012-07-16
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2012-07-16
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5604C	Release Documents (DND) - Foreign-based Contractor	2008-12-12
D5605C	Release Documents (DND) - United States-based Contractor	2010-01-11
D5606C	Release Documents (DND) - Canadian-based Contractor	2012-07-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

11. Inspection and Acceptance

All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

12. Additional Package Markings

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the applicable information will be provided as indicated in the task authorization (DND 626).

-
- (a) specification number;
 - (b) manufacturer's name;
 - (c) drawing number;
 - (d) batch or lot number;
 - (e) qualification number;
 - (f) cure date of rubber components;
 - (g) data required by the contract or by the commodity specification;
 - (h) date of manufacture;
 - (i) date of repair or overhaul;
 - (j) name of repair or overhaul contractor;
 - (k) modification status;
 - (l) serial number; and
 - (m) expiration date of shelf life.

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

13. Shelf Life

The Contractor must ensure that all items will contain 75 percent of the authorized shelf life as listed in CFTO D-05-001/SF-000 at date of delivery to the Department of National Defence.

14. Tools and Loose Equipment

For shipment verification, all items and tools, which are shipped loose with the vehicle/equipment must be listed on the Inspection Certificate (CF 1280) or on an attached packing note.

15. Condition of Material

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

If the material is not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition, provided by an approved contractor with the latest approved modifications incorporated as applicable, and include the release notes.

16 Substitutes and Alternatives

Contractors may propose substitutes and alternatives for the repairs parts:

1. Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority where the Contractor:

-
- (a) Clearly identifies a substitute and/or an alternative;
 - (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
 - (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
 - (d) Provides complete specifications and brochures, where applicable;
 - (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
 - (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.

17. Release Documents - Distribution

The Contractor must prepare the release documents and distribute them as follows:

- A. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- B. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- C. One (1) copy to the Contracting Authority;
- D. One (1) copy to:
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

Attention: **To be inserted by PWGSC**
- E. One (1) copy to the Quality Assurance Representative;
- F. One (1) copy to the Contractor; and
- G. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters

Mgen George R. Pearkes Building
 101 Colonel By Drive
 Ottawa, ON K1A OK2
 E-mail: ContractAdmin.DQA@forces.gc.ca.

18. Shipping Instructions (DND)

18.1 Shipping Instructions (DND) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at Contractor's facility)Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

when the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border:

Inbound Logistics Central Area (ILCA)
 Telephone: 1-866-371-5420 (toll free)
 Facsimile: 1-866-419-1627 (toll free)
 E-mail: ILCA@forces.gc.ca

OR

when the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:

Inbound Logistics Coordination Center (ILCC)
 Telephone: 1-877-877-7423 (toll free)
 Facsimile: 1-877-877-7409 (toll free)
 E-mail: ILHQOttawa@forces.gc.ca

OR

when the Contractor is located in Quebec:

Inbound Logistics Quebec Area (ILQA)
 Telephone: 1-866-935-8673 (toll free), or 1-514-252-2777, ext. 2323, 2852 or 4673
 Facsimile: 1-866-939-8673 (toll free), or 1-514-252-2911
 E-mail: 25DAFCTrafficQM@forces.gc.ca

OR

when the Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):

Inbound Logistics Atlantic Area (ILAA)

Telephone: 1-902-427-1438

Facsimile: 1-902-427-6237

E-mail: FLogILAA@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

- (a) the Contract number;
- (b) consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
- (c) description of each item;
- (d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
- (e) actual weight and dimensions of each piece type, including gross weight;
- (f) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the materiel safety data sheet.

4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.

5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly

completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

18.2 Shipping Instructions (DND) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at Contractor's facility Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility

2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

(a) when the Contractor is located in the United States (U.S.):

Inbound Logistics Coordination Center (ILCC):

Telephone: 1-877-447-7701 (toll free)

Facsimile: 1-877-877-7409 (toll free)

E-mail: ILHQOttawa@forces.gc.ca

OR

(b) when the Contractor is located in United Kingdom (UK) and Ireland:

Inbound Logistics United Kingdom (ILUK):

Telephone: 011-44-1895-613023, or 011-44-1895-613024, or

Facsimile: 011-44-1895-613047

E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form " Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

(c) when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:

Inbound Logistics Europe Area (ILEA):
 Telephone: +49-(0)-2451-717199 or 717200
 Facsimile: +49-(0)-2451-717189
 Email: ILEA@forces.gc.ca

OR

(d) Insert the following for U.S. Foreign Military Sales (FMS):

Inbound Logistics Coordination Center (ILCC):
 Telephone: 1-877-447-7701 (toll free)
 Facsimile: 1-877-877-7409 (toll free)
 Email: ILHQOttawa@forces.gc.ca

Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.

Instruction to contracting officers: Insert the following paragraphs 3 through 7 with all options above, except (d) - U.S. FMS, and delete this instruction.

3. The Contractor must provide the following information to the DND
 Inbound Logistics contact when arranging for shipment:

- (a) the Contract number;
- (b) consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
- (c) description of each item;
- (d) the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
- (e) actual weight and dimensions of each piece type, including gross weight;
- (f) copy of the commercial invoice (in accordance with clause

C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CII, Canada Customs Invoice;

- (g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - (h) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - (i) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

19. Meeting

19.1 Post-Contract Award Meeting

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within **five (5) calendar days** after the meeting has been held. The meeting will be held at the Contractor's facilities or at the Department of National Defence facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

19.2 Progress Review Meeting

Progress Review Meetings (PRM) will take place as and when required, following the start-up meeting. A minimum of one (1) PRM per year must be scheduled for the duration of the contract and as deemed necessary by either the TA, PA or CA. These meetings will address technical, contractual and procedural issues of the contract. Other meetings may also be scheduled.

The Contractor is responsible for the drafting and promulgation of agendas and minutes for the meeting and submitted to the Technical Authority for approval within fifteen (15) calendar days following the meeting. The meeting will be held at the Contractor's facilities at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

20. Progress Reports

The Contractor must prepare and submit monthly progress reports in two (2) copies, one to the DND Procurement Authority and one copy must also be forwarded to the Contracting Authority.

Each progress report must address the following questions:

- (a) Is the delivery on schedule?
- (b) Is the contract free of any areas of concern in which the assistance or guidance of Canada may be required?
- (c) Each negative response must be supported with an explanation.

21. Performance and Reliability

Equipment repaired or overhauled must be in accordance with the terms of this Contract to meet the standards of the applicable DND specifications. When such standards are not described or when the standards described are considered by the Contractor to be inadequate, the Contractor must submit the standards of performance and reliability to which they propose to

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repair/overhaul the equipment through the NDQAR who will forward the standards to the Technical Authority for approval.

22. Quality Plan

No later than sixty (60) working days after the contract date, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005 Quality management systems - Guidelines for quality plans. The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

23. Foreign Nationals

23.1 Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

23.2 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

24. Canadian Forces Site Regulations

The Contractor must comply with the contract or other regulations, instructions and directives in force on the site where the Work is performed.

25. Identification Badge

Any person assigned to the performance of any part of the Work that is performed on government premises must wear in a conspicuous place the identification badge issued to that person by Canada.

When a person is required to wear a safety helmet, the Contractor, if requested to do so by Canada, must paint the number appearing on the badge on the front of the safety helmet.

26. Cleanup of Site

The Contractor must maintain the Work and its site in a tidy condition and free from an accumulation of waste material and debris.

The Contractor must remove all surplus materials and any waste products and debris from the site of the Work.

27. Insurance Requirements

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements will not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible to decide 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 will be at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) calendar days after the date of award of the Contract a Certificate of Insurance including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

28. Commercial General Liability Insurance

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 \$2,000,000.00, per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a) Additional Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by the Department of National Defence and/or 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.

29. Bailee's Customer's Goods Insurance

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$1,000,000.00. Government Property must be insured on a Actual Cash Value (depreciated cost) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

2. The Bailee's Customer's Goods must include the following:

(a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

(b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.

(c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

30. Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.

2. 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.

3. The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

(b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(c) Separation of Insureds: 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.

(d) **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.

(e) **Incidental Transit Extension:** The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

31. Vehicle Safety

Each vehicle supplied pursuant to the Contract must meet the applicable provisions of the Motor Vehicle Safety Act, S.C. 1993, c. 16, and the applicable regulations that are in force on the date of its manufacture.

32. Close-Out Responsibilities

Components received at the repair facility up to and including the contract expiry date must be repaired by the Contractor within the terms and conditions of the contract. However, when this Contract expires, or is terminated, all catalogue repairable items, spare parts, and any specific Government of Canada owned equipment on loan), must be transferred to the closest Depot. The not-yet inducted work and the not-yet completed work orders (items already been inducted for R&O process within the R&O pipeline) that were open before the end of the expiry date must be reported to the NDQAR and to the Procurement Authority prior to the contract expiration. Specific Contractor Furnished Material (CFM), which the Contractor purchased or committed to be purchased in support of those not-yet completed work orders must also to be reported to the NDQAR and to the Procurement Authority.

DND is authorized to purchase at the Contractor's laid-down cost any remaining CFM , which have been purchased in support of R&O activities stipulated in this contract, and which cannot be returned for credit to the Contractor's supplier(s).

33. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting

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Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible..

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The following Annexes and appendix:

Annex A - Statement of Work for repair and maintenance for krupp crane and components,
Appendix 1 of Annex A - Body and Paint Application,
Annex B - Pricing for Hourly Rates and Mark-up,
Annex C - Mandatory Technical Evaluation Criteria and
Annex D - Response to Mandatory Technical Evaluation Criteria.

Are attached in a separate file.

Annex A

Dated: 18 October, 2012

**STATEMENT OF WORK FOR
REPAIR AND MAINTENANCE OF CRANES**

- 1.1 **General** – DND requires Field Service representatives and Technical Support to perform inspection, repair, and to maintain Krupp crane and components.
- 1.1.1 **List of Equipment** – The equipment to be serviced will include, but is not limited to the militarized fleet of 20, 1992 Krupp crane model KMK 2025 owned and operated by DND.
- 1.2 **Instructions** - The following instructions *shall* be applied to this Statement of Work:
- (a) Mandatory requirements are identified by the word "*shall*". Deviations will not be permitted;
 - (b) In this document "provided" *shall* mean, "provided and installed";
 - (c) Where a standard or specification is specified and the contractor offers an equivalent, that equivalent specification standard *shall* be provided upon request;
 - (d) Where equipment certification to a standard such as Society of Automotive Engineers (SAE or other) is required, the contractor *shall* provide the certification upon request;
- 1.3 **Definitions** - The following definitions *shall* be applied to the interpretation of this Statement of Work:
- (a) "Quality Assurance Representative" (QAR) is the government official responsible for ensuring that material and services supplied by the contractor conform to the specified requirements;
 - (b) "Technical Authority" (TA) is the government official responsible for technical management of this requirement.
- 1.4 **Scope of Work** - The scope of work *shall* include the:
- (a) **Provision of Services** - The contractor *shall* provide:
 - i. Workshop capabilities to inspect, repair and maintain equipment and equipment components;
 - ii. Field Service Representative(FSR) within five(5) working days in the eastern, central and western part of Canada; and
 - iii. Workshop capabilities for body repairs and paint application as per Appendix 1; and
 - iv. Crane inspection and certification as per CAN/CSA-Z150-98 standard.

Annex A

Dated: 18 October, 2012

- (b) **General** – The contractor *shall*:
 - i. Carry out only work as identified in the Task Authorization (DND 626)
 - ii. Ensure, all repair parts used for the repairs under that contract are the same form, fit, function and quality as the original parts. If the material and or repair parts are not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition. For items containing elastomeric material, e.g., hoses, rubber, adhesive compounds, etc., the shelf life remaining cannot be less than 75 percent from the date of manufacture to the procurement date.

- (c) **Technical Investigation** - The contractor *shall* provide engineering and design work in support of equipment or modifications to the fleet. Work may be completed at the Contractor's facility or at a location determined by the TA. The Contractor *shall* carry out Technical Investigations as identified in the DND 626 Task Authorization Form. The work completed by the Contractor must be approved by a qualified technologist or engineer.

BODY AND PAINT APPLICATION

1.0 General - The Contractor *shall*;

- (a) Clean all equipment assemblies so that parts are thoroughly free of oil, grease, wax, dirt, salt, scale, rust and other foreign matter. The cleaning agent or process *shall* not etch or degrade the base material;
- (b) All marking and instructions shall be in English and French or International symbols as defined by SAE J1362;
- (c) Replace all decals, warning signs and non-skid surfaces;
- (d) Ensure that all lap joints and crevices are caulked;
- (e) Unless otherwise specified, all vehicle and/or components *shall* be painted using paint as described in paragraph 3.0(c) or 4.0(d) depending on the original coating or unless otherwise requested. Tests *shall* be performed to ensure compatibility between the old and new paint prior of applying the new paint; and
- (f) Vehicle and/or components *shall* be completely stripped from its old paint if incompatibility is found between coatings before applying the new paint.

2.0 Body Repair - The contractor *shall*;

- (a) Remove all paint, decals, corrosion, and non-skid surfaces from the parts/equipment;
- (b) Strip and sand blast all areas and return them to the bare surface; and
- (c) Inspect for distortion, welds, cracks, other damage and repair to a warrantable condition using metal. Plastic filler systems *shall* not be used.

3.0 Commercial Painting - The application *shall* comply with the following:

- (a) Prepare the parts/equipment for painting. All metal surfaces *shall* be clean, free of impurities, corrosion and foreign matter, that might interfere with the application of any other process;
- (b) Ensure the parts/equipment is painted in accordance with the standard Industrial practice for good quality and workmanship, rendering a smooth appearance free of runs and sags, and surface roughness/dry spray;
- (c) Ensure the painting consists of as a minimum, a metal conditioner, an epoxy primer and at least two finished topcoats. Metal conditioner, primer and topcoats are all to be compatible and to be applied in accordance with the product manufacturers instructions;
- (d) Paint equipment/ vehicle using OEM Standard colour for commercial equipment or Technical Authority approved equivalent, for external and internal surface;
- (e) Protect all rubber, plastic components, hoses, electrical harnesses and connectors from over-spray;

Appendix 1 to Annex A
Dated: 8 February, 2012

- (f) Ensure that surfaces whose intended function would be impaired by painting *shall* not be painted;
- (g) Ensure that components, which are bolted together or are to be bolted to major assemblies *shall* be undercoated and top-coated before assembly;
- (h) Ensure that chromed, polished and mill finished surfaces are not utilized in order to render the same color finish; and
- (i) Ensure that all exterior markings are applied using Dupont Black Flat Imron 5000 or a Technical Authority approved equivalent.

4.0 Military Green Coating System - Military Green Coating System *shall* be provided. The primer, topcoat, preparations and application *shall* comply with the following:

- (a) **Coating Application Plan** - Prior to commencement of Military Green Coating System application, the equipment manufacturer and the coating applicator (if applicable) *shall* meet with the coating manufacturer to determine the methods and materials to be used. The contractor *shall* produce a Coating Application Plan including the following information:
 - i Materials/suppliers to be used;
 - ii Sequence and timing (where relevant) of primer and coating applications;
 - iii Suitability assessment of contractor coating equipment;
 - iv Surface preparation, primer and topcoat application techniques, thickness and timing;
 - v Anti-corrosion preparations and coatings, including compatibility (if applicable);
 - vi CARC coating system compatibility with:
 - 1. Non-skid surface products;
 - 2. Rock guard/surface protection coatings (if utilized);
 - 3. Corrosion prevention coatings (if utilized); and
 - 4. Sealant compounds (if utilized).
 - vii Test sample (for every batch);
 - viii Quality assurance plan; and
 - ix Criteria for rejection.

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Dated: 8 February, 2012

- (b) **Approval** - The contractor *shall* submit the Coating Application Plan to the Technical Authority for approval within 30 days after contract award.
- (c) **Preparation and Primer Application** - The surface preparation and primer *shall* be recommended by the selected topcoat manufacturer. The prime coat *shall* be epoxy type for steel protection and compatible with the coating system. All visible exterior metal surfaces of the equipment *shall* have one prime coat and two topcoats applied, in accordance with coating manufacturer's recommendation, leaving no metal surfaces unprotected. No surface visible from outside of the vehicle *shall* expose a coating other than the military green coating. Machined and mating surfaces will be exempted where coating would interfere with vehicle operation;
- (d) **Topcoat** - The topcoats of the coating system *shall* be a Water Dispersible Polyurethane Military flat green coating, which is a Chemical Agent Resistant Coating (CARC). The topcoat colour *shall* be Green 383, 34094. Two topcoats *shall* be applied following the recommendation of the Coating manufacturer. Topcoats for the coating system *shall* be obtained from one of the following manufacturers:
- i The Sherwin Williams Company
 - ii Hentzen Coatings, Inc;
 - iii Spectrum Coatings, Inc;
 - iv NCP Coatings, Inc;
 - v MILSPRAY;
 - vi Randolph Products Company; or
 - vii Any other manufacturer given on the site:
- <http://assist.daps.dla.mil/quicksearch/>
- Typing "64159" in "**Document Number**" to find the document.
- (e) **Sealing** – Crevices and gaps between non-welded and stagger welded components that could hasten corrosion should be sealed using a silicone sealant compatible with the topcoat selected. This should be applied after assembly, and *shall* be painted;
- (f) **Lettering and Symbols** - Lettering and symbols on the outside of the vehicle *shall* be flat black using paint or coating compatible with the topcoat selected. The colour *shall*^(E) be flat black 37030 in accordance with FED STD 595;
- (g) **Workmanship** - When visually inspected, the coating *shall* be a smooth, continuous, adherent film, which is free of such surface imperfections as runs, sags, blisters, orange peel, blushing, streaks, craters, blotches, brush marks, fish eyes, seediness or pinholes;

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- (i) **CARC Records** - The Technical Authority is required to maintain records of CARC used on vehicles. To facilitate this, the Contractor *shall* provide the Technical Authority with form(s) describing the processes used for surface preparation, the priming coat(s) applied and the topcoat(s) applied. The form(s) *shall* include manufacturer, product code(s) and batch number of products used, and also vehicle VIN numbers with dates of application. The form to provide this information will be supplied with the bid or will be available from the Technical Authority.

Note: Chemical Agent Resistant Coating is a controlled good until applied and cured or pot life expired. Access to controlled goods is subject to the Defence Production Act.

ANNEX B

PRICING FOR HOURLY RATES AND MARK-UP

The Contractor will be paid in accordance with Annex B - Pricing for Hourly Rates and Mark-up and Basis of Payment Part 7.

The initial period is from the effective date of contract award to **To be inserted by PWGSC.**

The extended period of year 1 is from **To be inserted by PWGSC** to **To be inserted by PWGSC.**

The extended period of year 2 is from **To be inserted by PWGSC** to **To be inserted by PWGSC.**

	INITIAL PERIOD			EXTENDED PERIOD	
	Year 1	Year 2	Year 3	Year 1	Year 2
1. Firm all-inclusive hourly rates for in-plant repair maintenance, body repair and paint. The Contractor will be paid a firm all inclusive hourly shop rate.	\$	\$	\$	\$	\$
2. Firm all-inclusive hourly rates for Field Service Representatives (FSR)/Mobile Repair Party (MRP). The Contractor will be paid a firm all-inclusive hourly rate indicated.	\$	\$	\$	\$	\$
3. For Contractor Supplied / Furnished Parts and Materials. The Contractor will be paid the actual Laid Down Cost plus the firm mark-up indicated.	%	%	%	%	%
4. Mark-up for Sub-Contractor The Contractor will be paid the actual Laid Down Cost plus the firm mark-up indicated.	%	%	%	%	%

Example of calculation (for information only)

	INITIAL PERIOD			EXTENDED PERIOD	
	Year 1	Year 2	Year 3	Year 1	Year 2
1. Firm all-inclusive hourly rates for in-plant repair maintenance, body repair and paint. The Contractor will be paid a firm all inclusive hourly shop rate.	\$ 80	\$ 85	\$ 90	\$ 95	\$ 100
2. Firm all-inclusive hourly rates for Field Service Representatives (FSR)/Mobile Repair Party (MRP). The Contractor will be paid a firm all-inclusive hourly rate indicated.	\$ 105	\$ 110	\$ 115	\$ 120	\$ 125
3. For Contractor Supplied / Furnished Parts and Materials. The Contractor will be paid the actual Laid Down Cost plus the firm mark-up indicated.	10 %	11 %	12 %	13 %	14 %
4. Mark-up for Sub-Contractor The Contractor will be paid the actual Laid Down Cost plus the firm mark-up indicated.	20 %	21 %	22 %	23 %	24 %

The aggregate evaluated price of the bid will be calculated as follow:

A : The sum of all hourly rate of item 1

$$A = \$ 80 + \$ 85 + \$ 90 + \$ 95 + \$ 100 = \$ 450$$

B : The sum of all hourly rate of item 2

$$B = \$ 105 + \$ 110 + \$ 115 + \$ 120 + \$ 125 = \$ 575$$

C : The average mark-up of item 3 applied to an amount of \$2,000.

$$C = \frac{10\% + 11\% + 12\% + 13\% + 14\%}{5} \times \$ 2,000 = \$ 240$$

D : The average mark-up of item 4 applied to the amount calculated at A.

$$D = \left(1 + \frac{20\% + 21\% + 22\% + 23\% + 24\%}{5} \right) \times \$ 450 = \$ 550.50$$

The total evaluated price of this example would as follow:

$$\text{Total evaluated price} = A + B + C + D = \$450 + \$575 + \$240 + \$550.50 = \$ 1,815.50$$

MANDATORY TECHNICAL EVALUATION CRITERIA

1.0 **Instructions** - The following instructions *shall* be used in the interpretation of this part of the evaluation:

- (a) Bidders *shall* address, in written narrative, all subjects covered under the Mandatory Technical Evaluation Criteria detailed below. Responses consisting of a simple statement of compliance or lacking narrative should be avoided;
- (b) Bidders *shall* complete the “Response to Mandatory Technical Evaluation Criteria” form, by checking the compliance block against each requirement; and
- (c) Bidders may refer to another portion of their bid if it is already referenced in the bid.

2.0 **Company Profile**

(a) **Work experience:** The bidder *shall* provide details of contracts related to inspection, repairs and maintenance on similar equipment and components listed at Annex A paragraph 1.1.1. These contracts must have been completed within the last (8) eight years. The bidders *shall* provide the following information:

- i. Client name; and
- ii. Either copy of invoice, contract, and order.

(b) **Technical support:** The bidder *shall* demonstrate they have access to all technical specification, information, drawings and special tools required to perform the work for the duration of the contract by listing their sources of supply. The bidder *shall* provide the following:

- i. Information regarding availability; and
- ii. Supplier’s name.

Annex C
Dated: 18 Sept, 2012

- 3.0 **Facility** – The Bidder *shall* demonstrate that they have the ability (facility and staff) to work on (2) two or more pieces of equipment at a time and adequate and secure storage space for equipment awaiting repair or waiting return arrangements following completion of repairs. The bidder *shall* be able to house in a secure storage, (3) three or more pieces of equipment at a time. The Bidder *shall* provide the following:
- (a) Description of work areas and of the storage facilities that will be used in the performance of the work; and
 - (b) Layout of work areas and of the storage facilities that will be used in the performance of the work.
- 4.0 **Personnel** - The bidder *shall* provide the specific qualifications of personnel expected to perform work under the contract, including relevant details of training and experience in the area of technical expertise required. The response *shall* include qualified Technologist, Mechanics, Welders and other qualified personnel. All applicable required provincial certifications *shall* be demonstrated. The Bidder *shall* provide:
- (a) A resume of the education and work history of the lead mechanic involved in the specified work (certificates, license photocopy and license number *shall* accompany bid). The Lead Mechanic *shall* have a valid provincial or territorial mechanic's licence to work on the equipment listed in the Province or territory of the facility with a minimum of five (5) years of technical experience working on equipment type reference herein, including at least two (2) year of supervisory experience; and
 - (b) A resume of the education and work history of certified welder(s) in the Province of the facility who *shall* perform all welding related to this contract (certificates, photocopy of license *shall* accompany bid). The company and the welder(s) *shall* be certified to CSA standards by the Canadian Welding Bureau (CWB) and the bidder *shall* provide a copy of current CWB letter of validation.
- 5.0 **Sub-Contracting** - If applicable, the bidder *shall* provide details for the sub-contracting plan, including details of the work to be sub-contracted and monitoring procedures for quality and delivery. The Bidder *shall* be responsible to ensure that subcontractor' meet specified requirements of this contract.

RESPONSE TO MANDATORY TECHNICAL EVALUATION CRITERIA

The bidder *shall* complete the following questionnaire and return it with the bid:

Note: Each of the following points relate to the paragraphs in Annex C

		Provided	Reference Proposal page
2.0	<u>Company Profile</u>		
	(a) Previous contract information;	No <input type="checkbox"/> Yes <input type="checkbox"/>	_____
	(b) Technical support.	No <input type="checkbox"/> Yes <input type="checkbox"/>	_____
3.0	<u>Facility</u>	No <input type="checkbox"/> Yes <input type="checkbox"/>	_____
	(a) Description of work areas and of the storage facilities	No <input type="checkbox"/> Yes <input type="checkbox"/>	_____
	(b) Layout of work areas and of the storage	No <input type="checkbox"/> Yes <input type="checkbox"/>	_____
4.0	<u>Personnel</u>		
	4.0 Specific qualifications of personnel	No <input type="checkbox"/> Yes <input type="checkbox"/>	_____
	(a) Resume and work history of lead mechanic	No <input type="checkbox"/> Yes <input type="checkbox"/>	_____
	(b) Resume and work history of certified welder(s)	No <input type="checkbox"/> Yes <input type="checkbox"/>	_____
	(b) Copy of current CWB letter of validation	No <input type="checkbox"/> Yes <input type="checkbox"/>	_____
5.0	<u>Sub-Contracting</u>		
	5.0 Sub-contracting plan. (If applicable, specify)	No <input type="checkbox"/> Yes <input type="checkbox"/>	_____