

**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**

## **SOLICITATION AMENDMENT**

## **MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

### **Comments - Commentaires**

**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

<b>Title - Sujet</b> R&O - HLVW Transmission	
<b>Solicitation No. - N° de l'invitation</b> W8486-137729/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W8486-137729	<b>Date</b> 2013-08-16
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-610-63218	
<b>File No. - N° de dossier</b> hs610.W8486-137729	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-09-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input checked="" type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Reynolds, Kevin	<b>Buyer Id - Id de l'acheteur</b> hs610
<b>Telephone No. - N° de téléphone</b> (819) 956-3996 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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**This Amendment 001 cancels and supersedes previous bid solicitation number W8486-137729/A dated 2013-08-01 with a closing of 2013-09-10 at 2:00pm. All Annexes remain the same.**

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Annex "D"	DND 626 Task Authorization Form
Annex "E"	Mandatory Technical Evaluation Criteria
Annex "F"	Evaluated Aggregate Price of the Bid
Design Data List	DDL-8486-137729 dated 13-05-02

## 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
- 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 Annexes include the Statement of Work, Logistics Statement of Work for Free Flow (Components), Pricing, Bid Evaluation Plan.

### 2. Summary

The Department of National Defence (DND) has a requirement for Repair and Overhaul (R&O) , modification, testing, calibration and reduction to spares of Canadian Forces Standard Military Pattern (SMP) Transmission and associated equipment in accordance with Annex A - Statement of Work and its appendice, Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul Annex C - Pricing, Annex D - DND 626 Task Authorization Form, Annex E - Mandatory Technical Evaluation Criteria, Annex F - Evaluated Aggregate Price of the Bid and the Design Data List (DDL-8486-137729 dated 13-05-02).

This equipment is positioned throughout Canada. Work must be conducted and completed either in Canada at CF locations or at Contractor's plant. The attached statement of work (SOW) and its appendice defines the work effort required to perform R&O functions. The R&O functions include, but not limited to handling, repairing, overhauling, modifications and upgrades.

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

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

This requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

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### 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 (2013/06/01) 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:** sixty (60) days

**Insert:** ninety (90) days

### 2. Submission of Bids

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

### 3. Former Public Servant

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, 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**

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

a.name of former public servant;

b.date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **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 Applicable Taxes.

#### **4. 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.

#### **5. 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.

#### **6. Design Data List (DDL) Request**

To order a copy of the DDL, drawings, and specifications, bidders must contact the Contracting Authority by email and provide their full mailing address. If bidders have not received the documents at least ten (10) calendar days prior to bid closing date, bidders should communicate with the Contracting Authority.

#### **7. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications, Statement of Work or Purchase Description 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 seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### **8. 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

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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 hard copy)

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy).

Section IV: 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 are encouraged to :

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

#### Section I: Technical Bid

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.

### 2. Sub-Contractor Use

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Bidders should provide the following information if they will be using any sub-contractor in the performance of the work:

- a) what work will be sub-contracted;
- b) how quotes will be solicited;
- c) how sub-contractors will be selected;
- d) how the quality and delivery schedules of sub-contracted work will be monitored; and
- e) outline any previous experience involving sub-contracted work.

### 3. Test Equipments and Test Benches

Bidder should identify all test equipments and test benches they will be using in the performance of the work, and indicate if they own or lease those equipments and benches.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 7 and Annex C - Pricing. The total amount of Applicable Taxes must be shown separately.

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

#### Section IV: Additional Information

##### Supplier Contact

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

##### Repair and Overhaul Manager

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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## **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**

Bids must be completed in full and provide all technical information requested in the bid solicitation to enable a full and complete evaluation.

##### **1.1.1 Mandatory Technical Evaluation Criteria**

Bids must meet the Mandatory Technical Evaluation Criteria as detailed in Annex D - Mandatory Technical Evaluation Criteria.

#### **1.2 Financial Evaluation**

##### **1.2.1 Mandatory Financial Evaluation Criteria**

Bidders must complete and provide all financial information required in all categories detailed in Annex C - Pricing, including all firm prices, firm all inclusive hourly rates and firm markup for all items.

Prices and Rates must be in Canadian dollars, FCA Free Carrier, at Contractor's Facility, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Applicable Taxes extra.

##### **1.2.2 Aggregate Price Determination**

The evaluated aggregate price of the bid will be determined in accordance with Annex F - Evaluated Aggregate Price of the Bid.

### **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 evaluated aggregate price will be recommended for award of a contract.

## PART 5 - CERTIFICATIONS

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

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

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

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

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

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

### 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 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

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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.

## **2.2 Education and Experience**

SACC Manual Clause A3010T (2008-05-12) Education and Experience

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## **PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Financial Capability**

SACC Manual clause A9033T (2011-05-16) Financial Capability

### **2. 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.

### **3. Controlled Goods Requirement**

SACC Manual A9130T (2011-05-16) Controlled Goods Program.

## PART 7 - RESULTING CONTRACT CLAUSES

### 1. Statement of Work

The Contractor must perform the Work in accordance with Annex A - Statement of Work and its appendice, Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul and the Design Data List (DDL-8486-137729 dated 13-05-02).

### 2.1 Work Categories

The Work is summarized into two (2) main categories as follows:

**2.1.1 Category 1** consists of free flow components for R&O, on an "as and when required basis". It includes certain modifications to the equipment or system as requested, which may include a new substitute part due to obsolescence, or updating an early configuration to the Original Equipment Manufacturers (OEM) current baseline standard.

**2.1.2 Category 2** consists of all other tasks, on an "as and when required" basis, including Technical Investigations and Engineering Support (TIES), Special Investigation and Technical Studies (SITS), Testing, Packaging and Preservation Process, and upgrades.

The Contractor must provide Technical Investigation and Engineering Support (TIES) and other services such as Special Investigation and Technical Studies (SITS), Testing, Packaging and Preservation Process, and upgrades, referred herein as "Category 2" in accordance with Annex A - Statement of Work and its appendice, and Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul.

### 2.2 Work Authorization

#### 2.2.1 Category 1 (Free Flow Components)

Authorization for Work described as Repair and Overhaul must be in accordance with Annex A - Statement of Work and its appendice, Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul.

##### 2.2.1.1. Maximum Repair Cost (MRC)

The MRC, as specified in the SNAPS, is inclusive of all costs to bring the Transmissions and Related Items to a serviceable condition.

#### 2.2.2 Category 2 - Task Authorization

**2.2.2.1** Category 2 Work will be performed under the Contract on an "as and when requested basis".

**2.2.2.2** With respect to the Work mentioned under paragraph 2.2.2.1 of this clause,

**2.2.2.2a)** an obligation will come into force only when the Contractor receives a Task Authorization, inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized;

**2.2.2.2b)** the Task Authorization Authority and limit will be determined in accordance with paragraph 2.2.2.3 of this clause;

**2.2.2.2c)** the Contractor must not commence work until a Task Authorization, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a Task Authorization, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;

**2.2.2.2d)** the task description, inclusive of any revisions, included in an authorized Task Authorization must fall within the scope of the Statement of Work, in Annex A and Annex B; and

**2.2.2.2e)** the Task Authorization, inclusive of any revisions, will be authorized under the Contract through the use of DND 626, Task Authorization Form. An authorized Task Authorization is a completed Annex D signed by the Task Authorization Authority.

### **2.2.2.3 Task Authorization Authority and Limit**

**2.2.2.3.1** The Procurement Authority may authorize individual Task Authorizations inclusive of any revisions up to a limit of \$25,000.00, Applicable Taxes extra. Any Task Authorization where the total value of which would exceed that limit or any revision to a previously authorized Task Authorization that would increase the Task Authorization total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

### **2.2.2.4 Administration of the Task Authorization Process - Department of National Defence**

The administration of the Task Authorization process will be carried out by DLP 4-3 or it's delegated authorized representative. This process includes: monitoring, controlling and reporting on expenditures of the Contract to the Contracting Authority.

### **2.2.2.5 Task Authorization Process**

**2.2.2.5.1** For each task or revision of a previously authorized task, the Procurement Authority will provide the Contractor with a request to perform a task containing as a minimum:

1. the task or revised task description of the Work required, including:
  - i. the details of the activities or revised activities to be performed;
  - ii. a description of the deliverables or revised deliverables to be submitted; and
  - iii. a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
2. the Contract security requirements applicable to the task or revised task;
3. the Contract basis (bases) of payment applicable to the task or revised task; and
4. the Contract method(s) of payment applicable to the task or revised task.

**2.2.2.5.2** Within ten (10) calendar days of its receipt of the request, the Contractor must provide the Procurement Authority with a signed and dated response containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex C.

### **2.2.2.6 Task Authorization**

#### **2.2.2.6.1 The Procurement Authority will authorize the Task Authorization (DND 626) based on:**

1. the request submitted to the Contractor pursuant to paragraph 2.2.2.5.1 above;
2. the Contractor's response received, submitted pursuant to paragraph 2.2.2.5.2 above; and
3. the agreed total estimated cost for performing the task or, as applicable, revised task.

**2.2.2.6.2** The authorized Task Authorization (DND 626) will be issued to the Contractor by email (as an email attachment in PDF format) by the Procurement Authority.

#### **2.2.2.7 Minimum Work Guarantee**

**2.2.2.7.1** "Maximum Contract Value" means the sum specified in Contract clause 7.2 Limitation of Expenditure and "Minimum Contract Value" means a fixed amount of \$500,000.00.

**2.2.2.7.2** 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 2.2.2.7.3 of this clause. 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 requested in authorized Task Authorizations, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

**2.2.2.7.3** 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 in authorized Task Authorizations, performed by the Contractor and accepted by Canada.

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

#### **2.2.2.8 Task Pricing**

Pricing for each task must be established as follows:

##### **2.2.2.8.1 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.

##### **2.2.2.8.2 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.

##### **2.2.2.8.3 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.

#### **2.2.2.9 Periodic Usage Reports**

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 and Procurement Authority.

(If an alternate reporting period is required, delete the quarterly periods provided below and define the alternate reporting period.)

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 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. This record must contain:

### 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 total estimated cost specified in the authorized Task Authorization of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, 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 (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized Task Authorizations; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized Task Authorizations.

## 2.3 Supply Accounting

The Contractor must repair and/or overhaul only those items for which authorization has been received in accordance with the relevant section of A-LM-184-001/JS-001. The Contractor must also conform to the direction contained in A-LM-184-001/JS-001 as applicable and such other Supply procedures as may be advised from time to time in the demanding, handling, packaging, storing, shipping and recording etc. of the DND equipment and stores in their possession. Repair/overhaul priorities will be maintained as per information provided in the Selection Notice and Priority Summary (SNAPS).

## 2.4 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).

## 2.5 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 repair/overhaul the equipment through the National Defence Quality Assurance Representative (NDQAR) who will forward the standards to the Procurement Authority for approval.

## 2.6 Environmental Protection

- a. The Contractor is responsible for ensuring that all work carried out on any DND property or any other locations 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.
- a. 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, federal and statutory environmental protection laws and regulations.
- b. 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.
- c. 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.
- d. Failure to comply with any of the above will be, of and by itself, grounds for termination of the contract for default.

## 2.7 Waste and Hazardous Waste Disposal

The Contractor must handle, transport and dispose of any waste and any hazardous waste removed or uncovered in the performance of the Work in accordance with any applicable law.

## 2.8 Responsible to Unload Goods Received from Carrier

The Contractor is responsible to unload goods received from the carrier from the Department of National Defence(DND).

## 3. 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.

### 3.1 General Conditions

2010C (2013-06-27) General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

#### Add Section 31 Warranty:

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be twelve (12) months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also 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 as directed by Canada. If, in the opinion of Canada, 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. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.
3. 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 replaced, repaired or corrected pursuant to subsection 1, 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.

#### Add Section 32 Copyright

1. Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
2. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

### 4. Term of Contract

#### 4.1 Period of Contract

The period of the Contract is from date of Contract to to be inserted by PWGSC inclusive.

#### 4.2 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.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kevin Reynolds  
Supply Specialist  
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: 819-956-3996  
Facsimile: 819-956-5227  
E-mail: kevin.reynolds@pwgsc.gc.ca

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

### 5.2 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.

### 5.3 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.

**5.4 Quality Assurance Authority**

National Defence Quality Assurance Representative (NDQAR):

**To be completed by PWGSC**

Department Of National Defence  
 Director General, Quality Assurance  
 National Defence Headquarters  
 MGen George R. Pearkes Building  
 101 Colonel By Dr.  
 Ottawa On. K1A 0K2  
 Tel: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

The NDQAR is the Quality Assurance Authority for all work to be provided under the terms of this contract. The above Authority may delegate their authority and may act through their duly appointed representatives. The NDQAR/Inspection Authority is the representative of the department or agency for whom the Work is being performed under the Contract and is responsible for inspection of the Work and acceptance of the finished work. The NDQAR/Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada inspector who may time to time be assigned in support of the designated Inspector

**5.5 Contractor's Representative**

The Repair and Overhaul Manager for the Contract is:

**To be completed by PWGSC**

Name: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Facsimile No.: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be

reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7. Payment

### 7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract (or task authorization), the Contractor will be paid in Canadian dollars, in accordance with Annex C – pricing, FCA Free Carrier at Contractor's facilities, Incoterms 2000, Customs Duty and Excise Taxes included where applicable, and Applicable Taxes extra.

### 7.2 Basis of Payment for Contractor Supplied/Furnished Parts and Materials for the Close Out Responsibilities

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract (or Task Authorization), the Contractor will be paid at the actual laid down cost, with no allowance for mark-up, FCA Free Carrier at Contractor's facilities, Incoterms 2000, Customs Duty and Excise Taxes included where applicable, and Applicable Taxes extra.

### 7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (to be inserted by PWGSC). Customs duties and excise taxes are included, and Applicable Taxes are extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority and Procurement Authority in writing as to the adequacy of this sum:

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

- (a) in the current fiscal year cash flow at the time it is 75 percent committed, or
- (b) four (4) months prior to the Contract expiry date, or
- (c) if the Contractor considers that the funds provided are inadequate for the completion of the Work, whichever comes first.

4. If the notification refers to inadequate funds, the Contractor must provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

### 7.4 Multiple Payments

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

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b.all such documents have been verified by Canada;

c.the Work delivered has been accepted by Canada.

## 7.5 SACC Manual Clauses

SACC Reference	Title	Date
C0307C	Cost Submission	2008-05-12
C0710C	Time and Contract Price Verification	2007-11-30

## 8. Invoicing Instructions

### 8.1 Category 1

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

The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.

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

- a. Date
- b. Name and address of the consignee(s)
- c. Contract number, serial number and DND financial coding
- d. Details of items being repaired, including:
  - NSN
  - Item number, part number reference number and description of the item
  - MRC
  - Labour hours
  - Material costs
  - Subcontractor cost
  - Contractor's work order numbers
  - DND Work order numbers
  - Quantity, device type, manufacturer and serial number
- e. Rate of payment applicable to the labour hours
- f. Supporting documentation such as, but not limited to detailed copies of subcontractor and material/parts invoices, copies of travel, hotel, car rental and airline receipts

### 8.2 Category 2

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

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

- a. Date
- b. Name and address of the consignee(s)
- c. Contract number, serial number and DND financial coding
- d. Task Authorization Number
- e. Rate of payment applicable to the labour hours

- 
- f. Labour categories
  - g. Labour hours
  - h. Cost of materials related to the task
  - i. Approved travel and living expenses (receipts required)
  - j. Cost of subcontractor related to the task
  - k. Supporting documentation such as, but not limited to detailed copies of subcontractor and material/parts invoices, copies of travel, hotel, car rental and airline receipts

### 8.3 Distribution of Invoices

Invoices must be distributed as follows:

(a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.

(b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Note 1: The Contractor must not submit an invoice prior to shipment of the items prior to completion of the work.

Note 2: Any credit notes (spares, scrap material) with supporting documentation must be shown as a credit on the invoice.

Note 3: The original invoice must be sufficiently detailed in order that easy reference can be made between the amounts claimed and Annex "C" Pricing.

Note 4: 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.

## 9. Certifications

### 9.1 Compliance

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

## 10. Applicable Laws

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

## 11. Priority of Documents

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

- a. the Articles of Agreement;
- b. the 2010C (2013-06-27) General Conditions - Services (Medium Complexity);
- c. Annex A - Statement of Work and its appendice;
- d. the Design Data List - DDL-8486-137729
- e. Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul;

f. Annex C - Pricing

g. the signed Task Authorizations (including all of its annexes, if any)

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

## 12. SACC Manual Clauses

SACC Reference	Title	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A9006C	Defence Contract	2008-05-12
A9062C	Canadian Forces Site Regulations	2010-01-11
A1009C	Work Site Access	2008-05-12
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
A9131C	Controlled Goods Program	2011-05-16
B4060C	Controlled Goods	2011-05-16
B8041C	Catalogue of Material on CD-ROM	2008-05-12
C2800C	Priority Ratings	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-05-16
D2025C	Wood Packaging Materials	2008-12-12
D3010C	Dangerous Goods/Hazardous Products	2007-11-30
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
D5510C	Quality Assurance Authority - (DND) - Canadian Based Contractor	2010-01-11
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	2007-11-30
D5620C	Release Documents - Distribution	2007-11-30
L5001C	Surplus Government Property	2008-05-12

## 13. Preparation for Delivery

The Contractor must prepare all items for delivery in accordance with Annex A - Statement of Work - Transmission. All equipment must be delivered in a fully serviceable condition.

## 14. 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.

## **15. 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.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(n) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

(p) Sudden and Accidental Pollution Liability (minimum 120 hours): to protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

#### **16. 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 \$250,000.00. Government Property must be insured on an Actual Cash Value (depreciated cost).

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.

#### **17. Access to DND Establishments and Canadian Forces (CF) Locations**

Contractor Personnel requiring casual access to DND Establishments and Canadian Forces (CF) location do not require Security Clearance but must be escorted at all times. Names of individuals, place and date of birth, their National Clearance (if any personnel already have a security level) and proposed date of visits are to be reported to:

National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2  
Attn: **(To be inserted by PWGSC)**

#### **18. Canadian Forces Site Regulations**

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

#### **19. 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.

## 20. 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.

## 21. Shipping Instructions (DND) - Canadian-based Contractor

**21.1** 1. Delivery will be FCA Free Carrier at the Contractor's facilities, Incoterms 2000. The Contractor must load the material 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 advise the following DND Inbound Logistics contact telephone, facsimile or e-mail, to arrange for shipment, and provide the information detailed at section 3.

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

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 (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 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, 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. Should the Contractor deliver 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. Should delays by Canada delay delivery of 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.

## 21.2 Shipping Instructions (DND) - Foreign Based Contractor

1. Delivery will be FCA Free Carrier at the 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) 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

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.

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 C11, 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.

## **22. Meeting**

### **22.1 Start-up Meeting**

The Contractor must contact the Procurement Authority to schedule the start-up meeting. The start-up meeting will take place within three (3) weeks from the effective date of the Contract. The meeting will be convened to review technical, contractual, and procedural requirements. The Contractor must be responsible for the drafting and promulgation of the agenda and minutes for the meeting. The meeting will be held at the Contractor's facilities or a Government of Canada facility, 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.

### **22.2 Progress Meetings**

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 technical authority, procurement authority or contracting authority. These meetings will address technical, contractual and procedural issues of the contract. Other meetings may also be scheduled.

The Contractor must be responsible for the drafting and promulgation of agendas and minutes for the meeting. The meeting will be held at the Contractor's facilities or DND facilities at Canada's discretion and at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

## **23. Reports**

The Contractor must provide all reports when requested as detailed in Annex A - Statement of Work and its appendice, and Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul.

## **24. Drawings, Reports, Data**

All drawings, reports, data documents or materials produced by the Contractor in providing the specified services must not be released to any person or agency without express permission of the Technical Authority.

## **25. Accessibility of the Contractor's Facility**

The Contractor's facility where the Work will be performed must be accessible by commercial/heavy truck.

## 26. Protection of Government Property

The Contractor must keep all Government Property, while in its possession or subject to its control, in accordance with the following at all time:

- all Government Property that are not inside a reusable wood or steel container must be kept in a secured indoor storage location; and
- all other Government Property must be kept in a secured storage location and must be protected from the elements and related damages.

## 27. Release Documents - Distribution

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

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2  
Attention: **to be inserted by PWGSC**

- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;
- (g) Copy 8: all non-Canadian contractors 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

## 28. 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 (CIS, 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 Supplied/Furnished Parts and Material, 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 may purchase at the Contractor's laid-down cost any remaining Contractor Supplied/Furnished Parts and Material, 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).

## 29. Environmental Considerations

Solicitation No. - N° de l'invitation

W8486-137729/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

hs610

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

W8486-137729

File No. - N° du dossier

hs610W8486-137729

CCC No./N° CCC - FMS No/ N° VME

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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 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.