



**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 0B2 / Noyau 0B2
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

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

Title - Sujet Repair and Overhaul	
Solicitation No. - N° de l'invitation W8486-173907/A	Date 2017-05-10
Client Reference No. - N° de référence du client W8486-173907	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-639-72870	
File No. - N° de dossier hs639.W8486-173907	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-06-21	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Beaudry, Christine	Buyer Id - Id de l'acheteur hs639
Telephone No. - N° de téléphone (873) 469-3335 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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ANNEX "A" – STATEMENT OF WORK

APPENDIX "A1" – BODY AND PAINT APPLICATION

ANNEX "B" – PRICING

ANNEX "C" - MANDATORY TECHNICAL EVALUATION CRITERIA

ANNEX "D" - RESPONSE TO MANDATORY TECHNICAL EVALUATION CRITERIA

ANNEX "E" - CALCULATION OF AGGREGATE EVALUATED PRICE OF THE BID

ANNEX "F" – DND 626 TASK AUTHORIZATION FORM

ANNEX "G" – SECURITY REQUIREMENT

**ANNEX "H" – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY –
CERTIFICATION**

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include Annex A - Statement of Work, Appendix A1 – Body and Paint Application, Annex B – Pricing, Annex C – Mandatory Technical Evaluation Criteria, Annex D – Response to Mandatory Technical Evaluation Criteria, Annex E – Calculation of the Aggregate Evaluated Price of the Bid, Annex F – DND 626, Task Authorization Form and any other annexes.

1.2 Summary

1.2.1 The Department of National Defence has a requirement for Repair and Overhaul (R&O), Field Service Representatives (FSR) and Technical Support to inspect, repair and maintain Construction Engineering Equipment (CEE) and its components. The equipment to be serviced includes, but is not limited to, the current militarized fleet of construction engineering equipment owned and operated by DND, in accordance with Annex A – Statement of Work and Appendix A1 – Body and Paint Application.

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

The work under this requirement will be completed on an “as and when required basis”.

1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2.3 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), and the Agreement on Internal Trade (AIT).

1.2.4 This bid solicitation is to establish a contract with task authorizations for the delivery of the Requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.

1.2.5 This procurement is subject to the Controlled Goods Program. The *Defence Production Act* defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

1.2.6 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled [*Federal Contractors Program for Employment Equity - Certification*](#).

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 150 days

2.2 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.

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

2.3 Former Public Servant

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 FPSs 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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 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.

2.6 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) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 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) (<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

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.

Bidders should fully complete Annex D – Response to Mandatory Technical Evaluation Criteria. Bidders should provide additional explanation to support their technical compliance.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 7 and at Annex B - Pricing. Prices should appear only in Annex B – Pricing. The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices - Offer

Canada requests that Bidders complete option 1 or 2 below:

1. Electronic Payment Instruments will be accepted for payment of invoices.
The following Electronic Payment Instrument(s) are accepted:
 - ☐ VISA Acquisition Card;
 - ☐ MasterCard Acquisition Card;
 - ☐ Direct Deposit (Domestic and International);
 - ☐ Electronic Data Interchange (EDI);
 - ☐ Wire Transfer (International Only);
 - ☐ Large Value Transfer System (LVTS) (Over \$25M)
2. ☐ Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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

Section III: Certifications

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

Section IV: Additional Information

3.1.3 Bidder's Representatives

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

General Enquiries

Name:
Telephone No:
Facsimile No:
E-mail address:

Project Management

Name:
Telephone No:
Facsimile No:
E-mail address:

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Mandatory Technical Evaluation Criteria

Bidders must provide all the information requested in the bid solicitation and at Annex C – Mandatory Technical Evaluation Criteria to enable a full and complete evaluation.

4.1.1.1 Mandatory Technical Criteria

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

4.1.2 Mandatory Financial Evaluation Criteria

Bids must be completed in full and provide all financial information requested in the bid solicitation and at Annex B – Pricing to enable a full and complete evaluation.

4.1.2.1 Mandatory Financial Criteria

The prices of the bid must be in Canadian dollars, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.1.2.2 Aggregate Price Determination

The aggregate price of the bid will be determined in accordance with Annex E – Calculation of the Aggregate Evaluated Price of the Bid.

4.2 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 AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.

5.3 Additional Certifications Precedent to Contract Award

5.3.1 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 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.

5.3.2 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 contract.

5.3.3 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

Or

B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	

Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

PART 6 - SECURITY, INSURANCE AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

SACC Manual clause [G1007T](#) (2016-01-28) Insurance - Proof of Availability Prior to Contract Award

6.3 Controlled Goods Requirement

SACC Manual clause [A9130T](#) (2014-11-27) Controlled Goods Program

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Department of National Defence has a requirement for repair and overhaul, maintenance services, field service representative and technical support in order to inspect, repair and maintain engineering equipment and equipment components. The equipment to be serviced will include, but is not limited to, the militarized fleet of construction engineering equipment owned and operated by DND, in accordance with Annex A - Statement of Work and Appendix A1 - Body and Paint Application.

7.2 Task Authorization

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

7.2.1 Task Authorization Process

The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex F.

The Task Authorization 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 Task Authorization will also include the applicable basis (bases) and methods of payment as specified in the Contract.

The Contractor must provide the Technical Authority, within ten (10) calendar 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.

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.

7.2.1.1 Task Pricing

Pricing for each task must be established as follows:

7.2.1.1.1 Firm Lot Price

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

7.2.1.1.2 Not to Exceed

A not to exceed 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. The authorized amount in the Task Authorization 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.

7.2.1.1.3 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.

7.2.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$150,000.00 Applicable Taxes included, inclusive of any revisions. Copies of all approved task authorizations and relevant documents must be sent to the Contracting Authority.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.2.2.1 Task Authorization Limitations

All the Work to be performed under the Contract will be on an "as and when requested basis" using a DND 626, Task Authorization Forms only. The work described in the task authorization must be in accordance with the scope of the contract.

7.2.3 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 \$300,000.00.

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

7.2.4 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 and the Technical 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. 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.

7.2.5 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.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Delete: **2035 06 (2013-06-27) Subcontracts** in its entirety

- Insert:
1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
 2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - a. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - b. subcontract any incidental services that would ordinarily be subcontracted in performing the Work;
 - c. in addition to purchases and services referred to in paragraphs (a) and (b), subcontract any part or parts of the Work to one or more subcontractors up to a total value of 40 percent of the Contract Price; and
 - d. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a), (b) and (c).
 3. In any subcontract other than a subcontract referred to in paragraph 2 (a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not

less favourable to Canada than the conditions of the Contract, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

7.3.2 Supplemental General Conditions

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

4012 (2012-07-16), Goods – Higher Complexity, apply to and form part of the Contract.

7.4 Security Requirements

7.4.1 The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
3. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex G;
 - b. Industrial Security Manual (Latest Edition).

7.5 Term of Contract

7.5.1 Period of the 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 any vehicle repair and overhaul services which was requested before the contract expiry date.

7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract 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 and at Annex B - Pricing.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the

Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the Contract.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Christine Beaudry
Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
LEFTD – HS Division
11 Laurier Street, PDP III, 7B1
Gatineau, Quebec K1A 0S5
Telephone: 873-469-3335
E-mail address: christine.beaudry@pwgsc-tpsgc.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.

7.6.2 Procurement Authority

The Procurement Authority for the contract is:

Name: **(to be inserted by PWGSC)**

DLP:

National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Telephone:
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.

7.6.3 Technical Authority

The Technical Authority for the Contract is:

Name: **(to be inserted by PWGSC)**

National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Telephone:
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 matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.6.4 Contractor's Representative

General enquiries

Name: **To be inserted by PWGSC**

Telephone No.:

Facsimile No.:

E-mail address:

Project Management

Name: **To be inserted by PWGSC**

Telephone No.:

Facsimile No.:

E-mail address:

7.7 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.

7.8 Payment

7.8.1 Basis of Payment

a. Firm Lot Price Task Authorization: In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization, the Contractor will be paid the firm lot price, based on the firm all inclusive hourly rates for labour, at the actual laid down cost plus the firm markup for subcontracting work and contractor furnished material and spare parts, as detailed in Annex "B" – Pricing and as specified in the authorized Task Authorization. Customs Duties are included where applicable and the Applicable Taxes are extra.

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

b. Not-to Exceed Task Authorization: The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization, as determined in accordance with the firm all inclusive hourly rates for labour, the actual laid down cost plus the firm markup for subcontracting work and contractor furnished material and spare parts, as detailed in Annex "B" – Pricing, to the limitation of expenditure specified in the authorized Task Authorization.

Canada's liability to the Contractor under the authorized Task Authorization must not exceed the limitation of expenditure specified in the authorized Task Authorization. Customs duties are included where applicable and the Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized Task Authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

c. Ceiling Price Task Authorization: The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization, as determined in accordance with the firm all inclusive hourly rates for labour, the actual laid down cost plus the firm markup for subcontracting work and contractor furnished material and spare parts, as detailed in Annex "B" – Pricing, to the ceiling price specified in the authorized Task Authorization. Customs duties are included where applicable and the Applicable Taxes are extra.

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

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

7.8.1.1 For Overtime Work Authorization

Emergency repairs/work which is specifically requested to be performed at other than normal working hours will be paid at the rate of 1.5 times normal time for overtime on normal days and weekends. Emergency repairs required on statutory holidays will be paid at two times the normal rate. No premium overtime must be charged unless authorized in writing by the Procurement Authority.

7.8.1.2 Travel and Living Expenses

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*](#) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.

7.8.2 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, inclusive of any revisions, must not exceed the sum of \$ **(to be inserted by PWGSC)**. Customs duties are included and Applicable Taxes are extra.

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.

7.9 Method of Payment

7.9.1 Canada will pay the Contractor upon completion and delivery of the Work, specified in an authorized task authorization, 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.

7.9.2 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.10 SACC Manual Clauses

SACC Reference	Title	Date
C0307C	Cost Submissions – Repair and Overhaul	2014-06-26
C0710C	Time and Contract Price Verification	2007-11-30
C0711C	Time Verification	2008-05-12

7.11 Invoicing

7.11.1 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 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. Task Authorization Number;
- e. Hourly Rate applicable to the labour hours;
- f. Engineering or technical support categories;
- g. Labour hours per labour category;
- 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. Applicable taxes;
- l. 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.

7.11.2 Distribution of Invoices

Invoices must be distributed as follows:

- a. The original must be forwarded or e-mailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract.
- b. One (1) copy must be forwarded or e-mailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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

7.12 Certifications and Additional Information

7.12.1 Compliance

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

7.12.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.13 Applicable Laws

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

7.14 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04) Higher Complexity - Services;
- (c) the supplemental general conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (d) the supplemental general conditions 4012 (2012-07-16) Goods - Higher Complexity;
- (e) Annex A - Statement of Work;
- (f) Appendix A1 – Body and Paint Application;
- (g) Annex B – Pricing;
- (h) Annex F - the signed DND 626 Task Authorization Form;
- (i) Annex G - Security Requirements Check List;
- (j) the Contractor's bid dated _____, **(to be inserted by PWGSC)**, as amended on **(to be inserted by PWGSC)**.

7.15 SACC Manual Clauses

SACC Reference	Title	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A9006C	Defence Contract	2012-07-16
A9062C	Canadian Forces Site Regulations	2011-05-16
A9065C	Identification Badge	2006-06-16

A9131C	Controlled Goods Program - Contract	2014-11-27
B4060C	Controlled Goods	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-11-27
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D5510C	Quality Assurance Authority - (DND) - Canadian Based Contractor	2014-06-26
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 Document (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

7.16 Inspection and Acceptance

The Technical Authority is the Inspection Authority. 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.

7.17 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.

7.18 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 (CF1280) or on an attached packing note.

7.19 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

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 Co-ordination 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. 4673 or 2852
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: BlogILAA@forces.gc.ca

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

7.20 Release Documents – Distribution

The Contractor must prepare the release documents in a current electronic format 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 OK2
Attention: to be inserted by PWGSC
- (e) One (1) copy: to the Quality Assurance Representative;
- (f) One (1) copy: to the Contractor;
- (g) One (1) copy: 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.

7.21 Meetings

7.21.1 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.

7.21.2 Progress Meetings

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Technical Authority.

Progress meetings and interim meetings must be at no additional cost to Canada.

7.22 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 equipment through the Technical Authority for approval.

7.23 Quality Plan

No later than sixty (60) days after the effective date of the Contract, 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 10005:2005 "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 or planning which may have occurred as a result of pre-contract negotiations.

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.

7.24 Insurance

7.24.1 Insurance – Specific Requirement

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 does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.24.1.1 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 per accident or occurrence and in the annual aggregate.

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

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

7.24.1.2 Bailee's Customer 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 Replacement Cost (new) 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.

7.25 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.

ANNEX A

Statement of Work (SOW)

Repair and Overhaul (R&O) of Construction Engineering Equipment (CEE)

Date: 26 Jan 2017

Prepared by:

DSVPM 4-3-1
National Defence Headquarters
Major General George R. Pearkes Building
Ottawa, Ontario
K1A 0K2



NOTICE

This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

AVIS

Cette documentation a été révisée par l'Autorité technique et ne contient pas de marchandises contrôlées.

STATEMENT OF WORK FOR REPAIR AND OVERHAUL FOR CONSTRUCTION ENGINEERING EQUIPMENT

1.0 SCOPE

The Department of National Defence (DND) has a requirement for Repair and Overhaul (R&O), Field Service Representatives (FSR) and Technical Support to inspect, repair and maintain Construction Engineering Equipment (CEE) and its components.

1.1 Objective

The objective of this Statement of Work (SOW) is to outline the work required by DND. The repairs to the in-service fleet of construction engineering equipment and its components will ensure a continuous supply of serviceable equipment to the Canadian Armed Forces (CAF).

1.2 Background

The Construction Engineering Equipment replacement schedule is still several years away and as such, a repair and overhaul capability is required to sustain the militarized in-service CEE Fleets until replacement.

1.3 List of Equipment

The equipment to be serviced includes, but is not limited to, the current militarized fleet of construction engineering equipment owned and operated by DND as follows:

- (a) Caterpillar: Qty 18 D6D (1987), Qty 3 D7H (1993) Dozer;
- (b) Zettelmeyer: Qty 13, ZL5001F front end loader (1989);
- (c) Champion: Qty 13, 720A grader (1986);
- (d) Daewoo: Qty 10, 220LC excavator (2000);
- (e) JCB: Qty 17, 1110 loader (Skid-Steer) (2006);
- (f) Thomas: Qty 14, T245 loader (Skid-Steer) (2000);
- (g) ARVA: Qty 30, high speed backhoe (2004);
- (h) Krupp: Qty 20, KMK 2025 cranes, 22 tons (1992);
- (i) Craig: Qty 83, 15 tons beavertail trailer (1984/87);
- (j) BWS: Qty 17, 20 tons beavertail trailer (2004);
- (k) RPM Tech: Qty 6, HS3500, snow blower head (2000); and
- (l) UNIC : Qty 3, URW375C2U, crawler crane (2013)

2.0 TERMINOLOGY, DEFINITIONS AND REFERENCES

2.1 Terminology

CAF	Canadian Armed Forces
CEE	Construction Engineering Equipment
DND	Department of National Defence
FSR	Field Service Representatives
GSM	Government Supply Material
OEM	Original Equipment Manufacturer
R&O	Repair and Overhaul
SAE	Society of Automotive Engineers
SOW	Statement of Work

2.2 Definitions

The following definitions **must** be applied to the interpretation of this Statement of Work:

- (a) Mandatory requirements are identified by the word “**must**”. Deviations will not be permitted;
- (b) “Workshop Capabilities” is defined as the tools, the labour and the materials required to provide the requested services; and
- (c) In this document “provided” **must** mean, “provided and installed”.

2.3 **Reference Documents**

All technical manuals and related documents required to perform the work required in the SOW are available commercially from the Original Equipment Manufacturer. DND will be providing additional technical information where necessary to support specific militarized features and or accessories and a copy of the A-LM-184 Publication.

3.0 **REQUIREMENTS**

3.1 **General**

The Contractor must provide the following services on an as and when requested basis:

- (a) Repair and Overhaul;
- (b) Field Service Representatives; and
- (c) Crane Inspection and Certification Services.

3.2 **Repair and Overhaul**

3.2.1 **Scope of Work:** The scope of the repair and overhaul work includes the following:

- (a) The Contractor **must** provide workshop capabilities to inspect, repair and maintain equipment listed in paragraph 1.3 above when requested and as described in the Task Authorisation (DND 626);
- (b) The Contractor **must** provide workshop capabilities to inspect, repair and maintain major assemblies and components for the equipment listed in paragraph 1.3 above when requested and as described in the Task Authorisation (DND 626); and
- (c) The Contractor **must** provide workshop capabilities for body repairs and paint application as per Appendix A1 when requested and as described in the Task Authorisation (DND 626).

3.2.2 **Incoming Inspection:** During the incoming inspection, the Contractor must record the date and serial number and or licence plate number of every piece of equipment received. The Contractor must report any missing sub-components or CF 942 condition tags. The Contractor must notify the Technical Authority if any parts or items usually considered as part of the assembly are missing or damaged. This information must be submitted to the Technical Authority within 5 calendar days of receiving the equipment.

3.2.3 **Detailed Diagnostic Inspection:** The Contractor must perform a Detailed Diagnostic Inspection to determine labour, parts and costs associated with the repair. A copy of the Detailed Diagnostic Inspection Report must be provided to the Technical Authority no later than 20 calendar days after receipt of the equipment. The work recommended in the report must be in accordance with the OEM recommendations.

3.2.4 **Acceptance of Detailed Diagnostic Report:** DND will review and accept the Detailed Diagnostic Inspection Report within 10 working days. DND will amend the contents of the Task Authorization (DND 626) as necessary to proceed only with the authorized repairs.

3.2.5 **Standards and Certifications:** Where a standard or specification is specified and the contractor offers an equivalent, that equivalent specification standard must be provided upon request. Where equipment certification to a standard such as the Society of Automotive Engineers (SAE or other) is required, the contractor must provide the certification upon request.

3.2.6 **Militarized Portion of Equipment:** The militarized portion of the equipment is normally related to the lights, paint and the armoured cab. If required, requests to provide armoured glass as Government Supply Material (GSM) may be submitted to the Technical Authority. Paint and coating details are provided in Appendix A1.

3.2.7 **Repair Parts:** All repair parts used for the repairs under that contract must be the same or equivalent in form, fit, function and quality as the original parts. If the material or repair parts are from a source other than the original equipment manufacturer or its accredited agent, it must be in new condition and the shelf life remaining cannot be less than 75 percent for items containing elastomeric material,

3.3 Field Service Representatives

The Contractor ***must*** provide Field Service Representative (FSR) services within five (5) working days in the eastern, central and western part of Canada when requested and as described in the Task Authorisation (DND 626). The scope of this work may include, but is not limited to:

- (a) Minor repair of less than a day of work;
- (b) Trouble shooting and diagnostic; and
- (c) Urgent repair in support to operations.

3.4 Crane Inspection and Certification

The Contractor ***must*** provide workshop capabilities for crane inspection and certification as per current CAN/CSA-Z150 standard when requested and as described in the Task Authorisation (DND 626).

4.0 SUPPORT

DND will provide additional technical information where necessary to support specific militarized features and or accessories. The Contractor can make a support request by contacting the Technical Authority.

Appendix

Appendix A1 – BODY AND PAINT APPLICATION

APPENDIX "A1"

BODY AND PAINT APPLICATION

1.0 **General** - The Contractor **must**;

- (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 **must** not etch or degrade the base material;
- (b) All marking and instructions must 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 **must** 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 **must** be performed to ensure compatibility between the old and new paint prior of applying the new paint; and
- (f) Vehicle and/or components **must** be completely stripped from its old paint if incompatibility is found between coatings before applying the new paint.

2.0 **Body Repair** - The contractor **must**;

- (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 **must** not be used.

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

- (a) Prepare the parts/equipment for painting. All metal surfaces **must** 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;
- (f) Ensure that surfaces whose intended function would be impaired by painting **must** not be painted;
- (g) Ensure that components, which are bolted together or are to be bolted to major assemblies are 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 **must** be provided. The primer, topcoat, preparations and application **must** 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) **must** meet with the coating manufacturer to determine the methods and materials to be used. The contractor **must** 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.

(b) **Approval** - The contractor **must** 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 **must** be recommended by the selected topcoat manufacturer. The prime coat **must** be epoxy type for steel protection and compatible with the coating system. All visible exterior metal surfaces of the equipment **must** 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 **must** expose a coating other than the military green coating. Machined and mating surfaces are exempted where coating would interfere with vehicle operation;

(d) **Topcoat** - The topcoats of the coating system **must** be a Water Dispersible Polyurethane Military flat green coating, which is a Chemical Agent Resistant Coating (CARC). The topcoat colour **must** be Green 383, 34094. Two topcoats **must** be applied following the recommendation of the Coating manufacturer. Topcoats for the coating system **must** be obtained from one of the following manufacturers:

- i 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://quicksearch.dla.mil/> 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 **must** be painted;

(f) **Lettering and Symbols** - Lettering and symbols on the outside of the vehicle **must** be flat black using paint or coating compatible with the topcoat selected. The colour **must** be flat black 37030 in accordance with FED STD 595 or equivalent approved by technical Authority;

(g) **Workmanship** - When visually inspected, the coating **must** 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;

(i) **CARC Records** - The Technical Authority is required to maintain records of CARC used on vehicles. Consequently, the Contractor **must** 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) **must** include manufacturer, product code(s) and batch number of products used, and also vehicle VIN numbers with dates of application. The form is 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

Initial Period

The initial period of the contract is the period from the date of the contract to **(to be inserted by PWGSC)** inclusive.

Extended Periods

The first extended period of the contract is the period from **(to be inserted by PWGSC)** to **(to be inserted by PWGSC)** inclusive.

The second extended period of the contract is the period from **(to be inserted by PWGSC)** to **(to be inserted by PWGSC)** inclusive.

Firm All Inclusive Hourly Rate

Firm all inclusive hourly rate means a firm all inclusive hourly rate to be charged for each hour worked and prorated for any period less than an hour.

Laid-Down Cost

Laid-down cost is the cost incurred by a Contractor to acquire a specific product or service for resale to the government. This includes the Contractor's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, and applicable taxes are extra.

Mark-up

Mark-up includes applicable purchasing expense, internal handling and general and administrative expenses plus profit.

Labour Rates

The Contractor will be paid firm all inclusive hourly labour rates for the work performed in accordance with Part 7 – Basis of Payment, as follows:

Labour Categories	<u>INITIAL PERIOD</u>			<u>EXTENDED PERIODS</u>	
	Year 1	Year 2	Year 3	Year 1	Year 2
Shop Rate	\$	\$	\$	\$	\$
Field Service Representative	\$	\$	\$	\$	\$

The Contractor will be paid the firm all inclusive hourly rate at the time the work is authorized regardless of when it is performed.

Furnished Material and Spare Parts - Markup

The Contractor will be paid at the Contractor's actual laid-down cost plus a firm mark-up of _____% in accordance with Part 7 – Basis of Payment.

Subcontracting Work - Markup

The Contractor will be paid at the actual laid-down cost plus a firm mark-up of _____% in accordance with Part 7 – Basis of Payment.

ANNEX "C"

Mandatory Technical Evaluation Criteria

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

- (a) Bidders **must** 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 **should** complete the Annex "D" - 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 the details on the criteria are already referenced elsewhere in the bid.

2.0 **Company Profile**

- (a) The bidder **must** demonstrate having been in business for at least five (5) years working on similar equipment type reference herein and provide details of contracts related to inspection, repairs and maintenance on similar equipment and components listed at Annex "A" paragraph 1.3.
- (b) The bidder **must** provide at least a copy of five (5) invoices or orders for each of the last five (5) years. The invoices or orders copies **must** show the customer name and address; and
- (c) The bidder **must** demonstrate having access to all shop manuals, technical specification, and proprietary special tools (where applicable) required to perform the work on the equipment referenced herein for the duration of the contract. The answer **must** cover each fleet reference herein and **must** be provided with the bid.

3.0 **Facility**

- (a) The Bidder **must** demonstrate the ability (facility and staff) to work on four (4) or more pieces of equipment of minimum dimensions of 132 inches in height, 99 inches in width and 331 inches in length at a time and secure storage space for equipment awaiting repair or waiting return arrangements following completion of repairs.
- (b) The bidder **must** demonstrate it is able to house in a secure area eight (8) or more pieces of equipment at a time of the same dimension as above;
- (c) The Bidder **must** demonstrate the ability (facility and staff) to paint at least one (1) piece of equipment of minimum dimensions of 132 inches in height, 99 inches in width and 331 inches in length;
- (d) The Bidder **must** provide a description of work areas and of the secure storage area that will be used in the performance of the work. The outside storage area **must** be fenced and lockable with control access during the day and equipped with surveillance camera. The fence **must** be at least 8 feet high with barbed wire; and
- (e) The Bidder **must** provide a layout or line drawing of work areas and of the secure outside storage area that will be used in the performance of the work.

4.0 **Personnel**

(a) The bidder **must** provide a list for all personnel expected to perform work under the contract including relevant details of qualification, training and experience in the area of technical expertise required.

(b) The bidder **must** provide a resume and work history for the lead mechanic involved in the specified work. The bidder **must** demonstrate that the lead mechanic has a valid provincial or territorial mechanic's licence in the province or territory of the facility to work on the equipment listed in Annex "A" Paragraph 1.3. The lead mechanic **must** have a minimum of five (5) years of technical experience working on the same equipment type referenced herein with at least three (3) years of supervisory experience;

(c) The bidder **must** provide a resume and work history for the welder(s) involved in the specified work. The bidder **must** demonstrate that the welder has a valid provincial or territorial licence in the province or territory facility to work on the equipment listed in Annex "A" Paragraph 1.3. The welder **must** have a minimum of five (5) years of welding experience working on the same equipment type referenced herein and **must** be certified to CSA standards W47.1 by the Canadian Welding Bureau (CWB);

(d) The bidder **must** provide a copy of current CWB letter of validation; and

(e) The bidder **must** provide a photocopy of valid licences for the welders and lead mechanic.

5.0 **Sub-Contracting** - The bidder **must** provide details for the sub-contracting plan, including details of the work to be sub-contracted and monitoring procedures for quality and delivery.

6.0 **Quality assurance** - The bidder **must** demonstrate having a quality assurance plan including corrective and follow-up procedure.

ANNEX "D"

Response to Mandatory Technical Evaluation Criteria

The bidder **should** complete the following questionnaire and return it with the bid.

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

	Reference Proposal Page
2.0 <u>Company profile</u>	
(a) Work experience	_____
(b) Copy of invoices	_____
(c) Technical support	_____
3.0 <u>Facility</u>	
(a) Ability to work	_____
(b) Ability to house in a secure area	_____
(c) Ability to paint	_____
(d) Description of the work area and secured storage	_____
(e) Layout of work areas and of the storage area	_____
4.0 <u>Personnel</u>	
(a) List of personnel with relevant details	_____
(b) Resume and work history of lead mechanic	_____
(c) Resume and work history of certified welder(s)	_____
(d) Copy of current CWB letter of validation	_____
(e) Copy of licences	_____
5.0 <u>Sub-Contracting</u>	
Sub-contracting plan	_____
6.0 <u>Quality assurance</u>	
Copy of the Quality assurance plan	_____

ANNEX "E"

Calculation of Aggregate Evaluated Price of the Bid

The estimated hours and values reflected herein are estimates only for evaluation purposes.

The aggregate evaluated price of the bid will be determined as follows:

Firm All Inclusive Hourly Rate Evaluation

The firm all inclusive hourly rate proposed by the bidder for all years and all categories will be multiplied by the estimated number of hours, as detailed in the table below, to determine the evaluated price per category and per year. The sum of all evaluated prices per category and per year will determine the evaluated price for the labour.

Labour Categories	<u>INITIAL PERIOD</u>			<u>EXTENDED PERIODS</u>	
	Year 1	Year 2	Year 3	Year 1	Year 2
Shop -Mechanic–6000hrs/year -Welder – 2000hrs/year -Body Shop–2000hrs/year	10,000hrs	10,000hrs	10,000hrs	10,000hrs	10,000hrs
Field Service Representative	50hrs	50hrs	50hrs	50hrs	50hrs

Furnished Material and Spare Parts Evaluation

The firm mark-up proposed by the bidder will be multiplied by the estimated amount of \$800,000.00 to determine the evaluated price for furnished material and spare parts.

Subcontracting Work Evaluation

The firm mark-up proposed by the bidder will be multiplied by the estimated amount of \$25,000.00 to determine the evaluated price for subcontracting work.

The sum of the evaluated price for the labour, the furnished material and spare parts and the subcontracting work will determine the aggregate evaluated price of the bid.

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract. À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.	
Delivery location – Expédiez à		
Delivery/Completion date – Date de livraison/d'achèvement	Date	for the Department of National Defence pour le ministère de la Défense nationale
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVH
		Total
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.		
NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.		
for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota** : la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliqueront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

ANNEX G - Security Requirement



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Requisition W8486-173907

Security Classification / Classification de sécurité
None

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	DND
2. Branch or Directorate / Direction générale ou Direction	DGLEPM / DSVP4
3. a) Subcontract Number / Numéro du contrat de sous-traitance	N/A
3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	TBD
4. Brief Description of Work / Brève description du travail R&O contract, Militarized Construction Engineering Equipment (CEE)	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
	SECRET SECRET <input type="checkbox"/>
	TOP SECRET TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
None

Canada



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None

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes

Short Title(s) of material / Titre(s) abrégé(s) du matériel:

Document Number / Numéro du document:

PART B PERSONNEL (SUPPLIER) / PARTIE B PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux: Site access required for occasional on-site repair.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes

PART C SAFEGUARDS (SUPPLIER) / PARTIE C MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

None

Canada



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Security Classification / Classification de sécurité
None

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO					COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien Électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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None

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

ANNEX "H"

Federal Contractors Program for Employment Equity – Certification

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)