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 0A1 Gatineau, Québec K1A 0S5 (or K1A0C9 if using FedEx)

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 or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Propositions 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 articles et les services énumérés ici et sur

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 Acquisitions Branch / Direction générale des approvisionnements Marine Systems and Small Vessels Sector Gatineau, Quebec

Title-Sujet

SYSTÈME DE RÉCIPIENT SOUS PRESSION ÉTANCHE SOUS MARINS DE LA CLASSE VICTORIA / WATERTIGHT PRESSURE VESSELS SYSTEM VICTORIA CLASS SUBMARINES

Solicitation No. - Nº de l'invitation

W8472-155577/VICS

Date July 3, 2018

Client Reference No. - Nº de référence du client

W8472-155577

GETS Reference No. - Nº de référence de SEAG

PW-18-00833424

Solicitation Closes - L'invitation prend fin

2018-08-28 14:00 Eastern Daylight Time

Time Zone / Fuseau horaire Eastern Daylight Time (EDT) / Heure avancé de

INCOTERMS

(EDT)

Plant-Usine :FCA Destination: Other-Autre:

Address Enquiries to: - Adresser toutes questions à: Ryan Gigliotti

Telephone No. - N° de téléphone ryan.gigliotti@pwgsc.gc.ca

FAX No. -N° de FAX

Destination of Goods, Services and Construction: Destinations des biens, services et construction :

> Specified Herein Précisé aux présentes

Instructions: See Herein

Instructions : voir aux présentes

Delivery Required - Livraison exigée See Herein – voir aux présentes

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



TABLE OF CONTENTS

PART 1	I - GENERAL INFORMATION	3
1.1 1.2 1.3 1.4	SECURITY REQUIREMENTS STATEMENT OF WORK DEBRIEFINGS TRADE AGREEMENTS	3
PART 2	2 - BIDDER INSTRUCTIONS	3
2.1 2.2 2.3 2.4	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3 4 4
PART 3	3 - BID PREPARATION INSTRUCTIONS	
3.1	BID PREPARATION INSTRUCTIONS	4
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	5
4.1 4.2	EVALUATION PROCEDURES	
	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BIDCERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
	6 - RESULTING CONTRACT CLAUSES	
6.1	SECURITY REQUIREMENTS	8
6.2	STATEMENT OF WORK	
6.3	STANDARD CLAUSES AND CONDITIONS	
6.4	TERM OF CONTRACT	
6.5	AUTHORITIES	
6.6	PAYMENT	
6.7 6.8	Invoicing Instructions Progress Payment Claim - Supporting Documentation required Certifications and Additional Information	
6.9	APPLICABLE LAWS	
6.10	PRIORITY OF DOCUMENTS	
6.11	DEFENCE CONTRACT	
6.12	SACC MANUAL CLAUSES - DELIVERY	
6.13	Packaging	12
6.15	Quality Assurance Codes	13
6.16	Shipping	14
ANNEX	("A"	17
STAT	FEMENT OF WORK	17
ANNEX	("B"	18
BID E	VALUATION PLAN	18

$$\label{eq:continuous} \begin{split} & \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ & W8472-155577/VICS} \\ & \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ & W8472-155577} \end{split}$$

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472--155577/VICS

Buyer ID - Id de l'acheteur 002vci CCC No./N° CCC - FMS No./N° VME

ANNEX "C" TO PART 3 OF THE BID SOLICITATION	19
ELECTRONIC PAYMENT INSTRUMENTS	19
ANNEX "D" SCHEDULE OF MILESTONES	20
ANNEX "E" TO PART 5 OF THE BID SOLICITATION	21
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT FOUITY - CERTIFICATION	21

Buyer ID - Id de l'acheteur $002vci \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

This solicitation is not subject to security requirements.

1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

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.

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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

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

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

2.1.1 SACC Manual Clauses

B1000T (2014-06-26) Condition of Material - Bid

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.

2.2.1 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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

Buyer ID - Id de l'acheteur 002vci CCC No./N° CCC - FMS No./N° VME

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (two (2) hard copies) Section II: Financial Bid (two (2) hard copies) Section III: Certifications (two (2) hard copies)

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 hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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.

Buyer ID - Id de l'acheteur 002vci CCC No./N° CCC - FMS No./N° VME

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices - Bid

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

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

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

The technical evaluation will be comprised of a combination of mandatory requirements and point rated Technical Criteria.

4.1.1.1 Mandatory Technical Criteria

Mandatory requirements are deemed to either Pass or Fail. Proposals that do not meet the Mandatory Requirements are considered to be Non-Compliant.

The mandatory requirements are in the Bid Evaluation Plan, attached as Annex B

4.1.1.2 Point Rated Technical Criteria

A detailed breakdown of the point rated criteria is outlined in the Bid Evaluation Plan in Annex B

The proposal with the highest technically compliant score will receive 55 points.

4.1.2 Financial Evaluation

The financial evaluation will determine a financial score and add it to the technical score to determine the selected bidder. All bids will be prorated against the lowest bid. The lowest bid will receive 45 points.

Buyer ID - Id de l'acheteur $002vci \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

4.1.2.1 Evaluation of Price

A0220T (2014-06-26) Evaluation of Price

4.2 Basis of Selection

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 150 (60%) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 249 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 55 % for the technical merit and 45% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 55 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 45%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

				· /	
		Bidder 1	Bidder 2	Bidder 3	
Over all Technical Score		115/135	89/135	92/135	
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	115/135*60=51.11	89/135*60=39.56	92/135*60=40.89	
	Pricing Score	45/55*40=32.73	45/50*40=36.00	45/45*40=40.00	
Combined Rating		83.84	75.56	80.89	
Overall Rating		1st	3rd	2nd	

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

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472-155577/VICS

Buyer ID - Id de l'acheteur 002vci CCC No./N° CCC - FMS No./N° VME

certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social
Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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 titled 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.

5.2.3 Status and Availability of Resources

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472-155577/VICS

Buyer ID - Id de l'acheteur 002vci CCC No./N° CCC - FMS No./N° VME

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.

5.2.3.1 Resource Certifications - Bid

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

5.2.3.2 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

This Contract is not subject to security requirements.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the technical and management portions of the Contractor's bid entitled ______, dated _____.

6.3 Standard Clauses and Conditions

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472-155577/VICS

Buyer ID - Id de l'acheteur 002vci CCC No./N° CCC - FMS No./N° VME

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

6.3.1 General Conditions

<u>2010B</u> 2016-04-04 General Conditions – Professional Services (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4011 2012-07-16 Goods - Medium Complexity, apply to and form part of the Contract.

6.4	Term of Contract			
6.4.1	Period of the Contract			
The per	riod of the Contract is from date of Contract toinclusive			
6.4.2	Delivery Date			
All the deliverables must be received on or before				
6.4.3	Delivery Points			
Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.				

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ryan M Gigliotti, BA, CD, PMP

Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Directorate: Marine Sustainment Directorate,

Address: 455 Boulevard de la Carrière, Gatineau, QC J8Y 6V7

Telephone: 819-939-5697

E-mail address: ryan.gigliotti@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:
Name: Title:

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472-155577/VICS

Buyer ID - Id de l'acheteur $002vci \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

Organization: Address:			
Telephone: Facsimile: E-mail address:	 		

The Project 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 Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name: Provided	l after contract award
Title:	_
Organization:	
Address:	
Telephone: Facsimile: E-mail address:	

6.6 Payment

6.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ ______ insert the amount at contract award). Customs duties are _____ (insert "included", "excluded" OR "subject to exemption") and Applicable Taxes are extra.

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

6.6.2 Method of Payment - Milestone Payments H3010C

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a) an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.6.3 SACC Manual Clauses

C2605C 2008-05-12 Canadian Customs Duties and Sales Tax - Foreign-based Contractor C2608C 2015-02-25 Canadian Customs Documentation

Buyer ID - Id de l'acheteur $002vci \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

6.6.4 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)

6.7 Invoicing Instructions Progress Payment Claim - Supporting Documentation required

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
- all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. expenditures plus pro-rated profit or fee;
- e. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- c. a copy of the monthly progress report.
- Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
- 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
 - The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
- 4. The Contractor must not submit claims until all work identified in the claim is completed.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472-155577/VICS

Buyer ID - Id de l'acheteur $002vci \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

6.8.2 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.

sanction by ESDC will constitute the Contractor in default as per the terms of the Contract. 6.9 **Applicable Laws** The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **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. the Articles of Agreement: (a) (b) the supplemental general conditions 4011, 2012-07-16, Goods - Medium Complexity; the general conditions 2010B 2016-04-04 General Conditions - Goods (Medium Complexity); (c) (d) Annex A, Statement of Work; (e) the Contractor's bid dated 6.11 **Defence Contract** SACC Manual clause A9006C 2012-07-16 Defence Contract 6.12 SACC Manual Clauses - Delivery D2000C (2007-11-30) Marking D2001C (2007-11-30) Labeling D2025C (2017-08-17 Wood Packaging Materials D6010C (2007-11-30) Palletization D9002C (2007-11-30) Incomplete Assemblies 6.13 **Packaging** 6.13.1 Preparation for Delivery - Canadian-based Contractor D3013C

- 1. Preservation and packaging for items _____ must be in accordance with the Canadian Forces packaging specification *D-LM-008-001/SF-001*, and must be marked to *D-LM-008-002/SF-001*. Form Level B **Pkg Data Form Reqd** must be in accordance with *D-LM-008-011/SF-001*.
- 2. Packaging data forms previously approved by Canadian authorities are acceptable.
- 3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

6.13.2 Preparation for Delivery - European Union

The Contractor must prepare item numbers 001-004 for preservation and packaging in accordance with NATO Marking and Packaging Standards as contained in the latest issue of TL8100-0101/NATO-4.

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472-155577/VICS

Buyer ID - Id de l'acheteur 002vci CCC No./N° CCC - FMS No./N° VME

The Contractor must use packaging data forms previously approved or contained in NATO-4.

The Contractor must ensure approved coded packaging data is shown immediately below the description of the corresponding item. Where no packaging data is shown, the Contractor must submit a packaging data form for approval.

6.13.3 Preparation for Delivery - United States-based Contractor

- Preservation and packaging for items 001-004 must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-29.
- 2. Packaging data forms previously approved by U.S. authorities are acceptable.
- 3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

6.15 Quality Assurance Codes

A1009C (2008-05-12) Work Site Access

D5545C (2010-08-16) - ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)

D5510C (2017-08-17) - Quality Assurance Authority (for Canadian Contractors)

D5515C (2010-01-11) - Quality Assurance Authority (for Foreign & US Contractors)

D5604C (2008-12-12) - Release Documents (DND) - Foreign based Contractor)

D5605C (2010-01-11) - Release Documents (DND) - US based Contractor)

D5606C (2012-07-16) - Release Documents (DND) - Canadian based Contractor)

6.15.1 Distribution of Release Documents D5620C

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: D Mar P 5-3-3

- e) One (1) copy to the Quality Assurance Representative;
- f) One (1) copy to the Contractor; and
- g) For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472-155577/VICS

$$\label{eq:buyer_loss} \begin{split} & \text{Buyer ID - Id de l'acheteur} \\ & 002vci \\ & \text{CCC No./N° CCC - FMS No./N° VME} \end{split}$$

National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A OK2

E-mail: ContractAdmin.DQA@forces.gc.ca.

6.16 Shipping

6.16.1 Shipping Instructions (Department of National Defence) - Canadian-based Contractor

- Delivery will be FCA Free Carrier at ______ (Insert the named place, e.g. 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.
- Before shipping the goods, the Contractor must contact the following DND Inbound Logistics
 Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information
 detailed at paragraph 3.
 - a. Insert the following for all sole source contracts, except repair and overhaul, where the Contractor is located in Canada:

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

b. Insert the following for all repair and overhaul contracts where 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

c. Insert the following for all repair and overhaul contracts where the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:

Inbound Logistics Coordination Center (ILCC)

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

d. Insert the following for all repair and overhaul contracts where 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, 2852 Facsimile: 1-866-939-8673 (toll free), or

1-514-252-2911

E-mail: 25DAFCTrafficQM@forces.gc.ca

e. Insert the following for all repair and overhaul contracts where 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

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472-155577/VICS

Buyer ID - Id de l'acheteur 002vci CCC No./N° CCC - FMS No./N° VME

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 <u>Transportation of Dangerous Goods Regulations</u>, 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.

6.16.2 Shipping Instructions (Department of National Defence) - Foreign-based Contractors

- Delivery will be FCA Free Carrier at ______ Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility
- 2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
 - a. Insert the following when the Contractor is located in the United States (U.S.): Inbound Logistics Coordination Center (ILCC):

Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: ILHQOttawa@forces.gc.ca

OR

b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland: Inbound Logistics United Kingdom (ILUK):

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

Facsimile: 011-44-1895-613046

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472-155577/VICS

Buyer ID - Id de l'acheteur 002vci CCC No./N° CCC - FMS No./N° VME

E-mail: CFSUEDetUKMovements@forces.gc.ca

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

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. **Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: LLHQOttawa@forces.gc.ca in carbon copy (cc).

OR

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

Inbound Logistics Europe Area (ILEA):

Telephone: +49-(0)-2203-908-1807 or 2748 or 5304

Facsimile: +49-(0)-2203-908-2746

Email: ILEA@forces.gc.ca

Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: lLHQOttawa@forces.gc.ca in carbon copy (cc). OR

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

Inbound Logistics Coordination Center (ILCC):

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

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

- 3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
 - a. the Contract number:
 - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address):
 - c. description of each item;
 - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. copy of the commercial invoice (in accordance with clause <u>C2608C</u>, section 4, of the <u>Standard Acquisition Clauses and Conditions Manual</u>) or a copy of the Canada Border Services Agency form CI1 <u>Canada Customs Invoice</u> (PDF 429KB) - (<u>Help on File Formats</u>);
 - g. Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472-155577/VICS

Buyer ID - Id de l'acheteur 002vci CCC No./N° CCC - FMS No./N° VME

the applicable Canadian <u>Dangerous Goods Shipping Regulations</u> and a copy of the safety data sheet.

- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
- 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 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.

ANNEX "A"

STATEMENT OF WORK

See Attached

$$\label{eq:continuous} \begin{split} & \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ & W8472-155577/VICS} \\ & \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ & W8472-155577} \end{split}$$

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472--155577/VICS

Buyer ID - Id de l'acheteur 002vci CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

Bid Evaluation Plan

See Attached

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472--155577/VICS

Buyer ID - Id de l'acheteur 002vci CCC No./N° CCC - FMS No./N° VME

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accept	ots any of the following Electronic Payment Instrument(s):
() V	ISA Acquisition Card;
() N	lasterCard Acquisition Card;
() D	rirect Deposit (Domestic and International);
() E	lectronic Data Interchange (EDI);
() W	Vire Transfer (International Only);
() L	arge Value Transfer System (LVTS) (Over \$25M)

$$\label{eq:continuous} \begin{split} & \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ & W8472-155577/VICS} \\ & \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ & W8472-155577} \end{split}$$

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472--155577/VICS

Buyer ID - Id de l'acheteur $002vci\\ \text{CCC No./N}^{\circ}\text{ CCC - FMS No./N}^{\circ}\text{ VME}$

ANNEX "D" Schedule of Milestones

Milestone No. Description or "Deliverable"		Firm Amount	Due Date or "Delivery Date"
1	First Purchase of Materials	TBD	TBD
2 TBD		TBD	TBD
3 TBD		TBD	TBD
	Final Delivery of all Contract		
4	Requirements	TBD	TBD

Amd. No. - N° de la modif. 000 File No. - N° du dossier W8472-155577/VICS

Buyer ID - Id de l'acheteur $002vci \\ \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME}$

ANNEX "E" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract. For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website. (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing Date: 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 fulltime 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

Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

() B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the