



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**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

**Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

**Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Solicitation Closes –  
L’invitation prend fin**

At – à : 14:00 EST / 14h 00 HNE

On - le : 03 September 2019 - le 03 septembre 2019

<b>Title/Titre</b> AVLB Monument Conversion Conversion de monument VBPP	<b>Solicitation No – N° de l’invitation</b> W8486-195092/B
<b>Date of Solicitation – Date de l’invitation</b> 13 August 2019 - le 13 août 2019	
<b>Address Enquiries to – Adresser toutes questions à</b> Matthew Caines Contracting Authority DLP 5-1-6 Department of National Defence Assistant Deputy Minister Materiel Director General Land Equipment Program Management 101 Colonel By Drive Ottawa, ON K1A 0K2 <a href="mailto:matthew.caines@forces.gc.ca">matthew.caines@forces.gc.ca</a>	
<b>Telephone No. – N° de téléphone</b> 819-939-7622	<b>FAX No – N° de fax</b> N/A
<b>Destination</b> see herein / voir à l’intérieur	

**Instructions:** Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

**Instructions:** Les taxes municipales ne s’appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d’accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

<b>Delivery required - Livraison exigée</b> see herein / voir à l’intérieur	<b>Delivery offered - Livraison proposée</b>
<b>Vendor Name and Address - Raison sociale et adresse du fournisseur</b>	
<b>Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d’imprimerie)</b>	
<b>Name/Nom</b> _____	<b>Title/Titre</b> _____
<b>Signature</b> _____	<b>Date</b> _____

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six 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: includes the certifications to be provided; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Insurance Requirements and the Federal Contractors Program for Employment Equity - Certification.

### **1.2 Summary**

1.2.1 This request for proposal is for the provision of labour, materials, tools, products, storage space, transportation and equipment necessary to transport six Leopard 1 Armoured Vehicle Launching Bridge vehicles and bridges from 25 Canadian Forces Supply Depot, Montreal, Québec to the Contractor's facility, convert them into commemorative monuments and deliver them to their final destinations. The final destinations are:

- Calgary Museum, 4520 Crowchild Trail SW, Calgary, AB;
- CFB Edmonton, Edmonton, AB;
- CFB Borden, 620 Ortona Rd., Borden, ON; (QTY 2)
- CFB Valcartier, Autoroute de la Bravoure, Courcellette, QC;
- 30 Talbot St, St. Thomas, ON.

The Period of the contract shall be from the date of award to two years later.

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

1.2.3 The requirement is subject to a preference for Canadian goods and/or services.

1.2.4 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).

1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 6 - 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 and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

#### **2.1.1 SACC Manual Clauses**

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

SACC Manual clause [A9043T](#) (2013-04-25): This bid solicitation cancels and supersedes previous bid solicitation number W8486-195092/A dated Dec 28<sup>th</sup> 2018 with a closing of Feb 20<sup>th</sup> 2019 at 14:00 Eastern Standard Time (EST). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

### **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.

### **2.3 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.

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## 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](#).

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## 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

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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.



## **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)

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 and describe their approach 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.

#### **Section II: Financial Bid**

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately. Bids must be submitted in Canadian dollars.

### **3.1.2 Electronic Payment of Invoices – Bid**

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

If Annex “D” 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.

### **3.1.3 Exchange Rate Fluctuation**

C3011T (2013-11-26) Exchange Rate Fluctuation

### **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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1. Mandatory Technical Criteria

Criteria	Evaluation Criteria	References
M1	The Contractor must provide a detailed schedule and work plan that describes their understanding of the SOW and CFTO. This must include their proposed approach for conducting the required work and a demonstration on how similar work was completed on previous projects.	Annex A, Statement of Work  CFTO C-30-732-000-MA-001
M2	The bidder must certify that they have an area with a lockable fenced enclosure of at least 6 feet high and under 24 hour surveillance. The surveillance can be electronic or physical. The minimum dimensions of the secure area must enclose a minimum of 2 vehicles and 2 bridges per the dimensions identified in Appendix A, AVLB Weight and Dimensions, to CFTO C-30-732-000-MA-001.	Para 3.6, Space Requirement, of Annex A, Statement of Work  Appendix A to CFTO C-30-732-000-MA-001
M3	The bidder must describe their approach for stripping and manipulating the chemical agent resistant coating (CARC) paint and the painting requirement of the vehicle and bridge sections.	CFTO C-30-732-000/CF-006
M4	The bidder must provide documented proof of being certified ISO 9001:2008. Only exclusions in accordance with clause 1.2 of ISO 9001:2008 are acceptable.	
M5	The bidder must provide documented proof of being certified by the Canadian Welding Bureau (CWB) or proof that the hired Welder is certified by the CWB.	Section 9 of CFTO C-30-732-000/CF-006

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at the destinations identified in Section 3.1.6 of the Statement of Work, Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

## **4.2 Basis of Selection**

### **4.2.1 Mandatory Technical Criteria**

SACC *Manual* Clause [A0031T](#) (2010-08-16) Basis of Selection – Mandatory Technical Criteria

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## **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 Canadian Content Certification**

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

**5.1.1.1** SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

### **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 [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.

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.

## **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 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### **6.2 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **6.2.1 General Conditions**

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

### **6.3 Security Requirements**

**6.3.1** There is no security requirement applicable to this Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to \_\_\_\_\_ (to be completed at contract award).

#### **6.4.2 Shipping Instructions**

Services will be delivered at the location specified in the Statement of Work.



## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Matthew Caines  
Title: Procurement Officer  
Department of National Defence  
Directorate General Land Equipment Program Management  
Directorate Land Procurement  
Adresse: 101 Colonel By Dr.,  
Ottawa (ON), K1A 0K2  
Attention: DLP 5-1-6

Telephone: 819-939-7622  
E-mail address: Matthew.Caines@forces.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 Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **6.5.3 Contractor's Representative**

#### **General Enquiries:**

Name: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

## **6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada

## **6.7 Payment**

### **6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex "B" for a cost of \$ \_\_\_\_\_. Customs duties are included 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.

### **6.7.2 SAAC Manual Clauses**

[C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

### **6.7.3 Electronic Payment of Invoices – Contract**

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only).

## **6.8 Invoicing Instructions**

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.

Invoices must be distributed as follows:

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

## **6.9 Certifications**

### **6.9.1 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.

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## 6.9.2 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.

## 6.10 Applicable Laws

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

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Electronic Payment Instruments;
- (g) Annex E, Insurance Requirements;
- (h) Annex F, Federal Contractors Program for Employment Equity - Certification
- (j) the Contractor's bid dated \_\_\_\_\_,

## 6.12 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16), Defence Contract

## 6.13 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)

SACC Manual Clause [A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)

## 6.14 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "E". 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.

## **6.15 Controlled Goods Program**

SACC Manual clause [A9131C](#) (2014-11-27) Controlled Goods Program

SACC Manual clause [B4060C](#) (2011-05-16), Controlled Goods

## **6.16 Quality Assurance**

SACC Manual clause [D5540C](#) (2010-08-16), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code Q)

SACC Manual clause [D5510C](#) (2017-08-17), Quality Assurance Authority (Department of National Defence) Canadian Based Contractor

SACC Manual clause [D5515C](#) (2010-01-11), Quality Assurance Authority (Department of National Defence) – Foreign-based and United States Contractor

SACC Manual clause [D5606C](#) (2017-11-28), Release Documents (Department of National Defence) – Canadian Based States based Contractor

SACC Manual clause [D5605C](#) (2010-01-11), Release Documents (Department of National Defence) – United States-based Contractor

SACC Manual clause [D5604C](#) (2017-11-28), Release Documents (Department of National Defence) – Foreign-based Contractor

### 6.17 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 0K2  
Attention: DLP 5-1-6*

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

*DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2*

E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca).

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## ANNEX "A"

### STATEMENT OF WORK

#### 1. SCOPE

The purpose of this document is to provide the general and specific requirements for the conversion and installation work to be performed to transform the Leopard 1 Armoured Vehicle Launching Bridge (AVLB) to a commemorative monument. The Work will consist of confirmation of completion of Phase 1: Preparation; completion of Phase 2: Conversion; and, completion of Phase 3: Installation.

##### 1.1. Background

In 1978, Canada acquired AVLBs and Military Load Capacity (MLC) 60 Bridges to support the Leopard 1C2 Main Battle Tanks (MBT) fleet. In 2015, the Vice Chief of Defence Staff (VCDS) declared both the Leopard 1 AVLBs and Bridges surplus to DND requirement. In order to preserve Military History, six AVLB have been designated to become monuments for Museums and Military Units.

##### 1.2. Terminology

###### Abbreviation

AVLB	Armoured Vehicle Launching Bridge
CAF	Canadian Armed Forces
CFB	Canadian Forces Base
CFSD	Canadian Forces Supply Depot
CFTO	Canadian Forces Technical Order
CTAT	Control Technology And Transfer
DND	Department of National Defence
DLEPS	Director of Land Equipment Program Staff
DASPM	Directorate Armament Sustainment Program Management
DCSEM	Director Combat Support Equipment Management
DGLEPM	Director General Land Equipment Program Management
EMT	Equipment Management Team
MBT	Main Battle Tank
MLC	Military Load Capacity
NRC	National Research Council
SOW	Statement Of Work
VCDS	Vice Chief Defence Staff

#### 2. APPLICABLE DOCUMENTS

- 2.1. CFTO C-30-732-000/CF-006, Leopard 1 AVLB Monument Conversion, 31 May 17;
- 2.2. C-30-730-000/MN-001, FIRST AND SECOND LINE MAINTENANCE INSTRUCTIONS - LEOPARD C1 - ARMOURED VEHICLE LAUNCHING BRIDGE (AVLB) 2006-09-27;
- 2.3. C-30-732-000-MA-001 DATA SUMMARY - ARMOURED VEHICLE LAUNCHING BRIDGE BEAVER;
- 2.4. C-30-732-000-MB-000 OPERATOR'S MANUAL FOR LEOPARD C1;
- 2.5. C-30-732-000-MN-001 AVLB First and Second Line Maintenance Manual;
- 2.6. C-30-730-000/MF-001, Description and Maintenance Instructions Sealed Lead Acid Battery, Ch/Mod1 1993-05-05;

- 
- 2.7. Canadian Forces Packaging Specification D-LM-008-036/SF-000; and  
2.8. AVLB Environmental Assessment 2184-01267-02 VOL 0002 (DLEPS 6/DGLEPM – 1373), 19 Aug 2014.

### 3. REQUIREMENTS

The Contractor must provide the labour, materials, tools, equipment, work, storage facilities and transportation to conduct all tasks detailed in this Statement of Work.

#### 3.1. Scope of Work

- 3.1.1. The Contractor must pick-up 6 vehicles and 2 complete bridges from DND facilities at 25 Canadian Forces Supply Depot in Montreal (6363 Notre Dame Street East Montreal, QC, Canada H1N 3V9) and transport the items to the Contractor's facility. The remainder of the bridges will be delivered by DND directly to the contractor facility.
- 3.1.2. The Contractor must inspect the vehicles and bridges for their general condition upon their arrival at the Contractor's facility. The inspection consist of ensuring that all preparation tasks were completed (i.e., removal of hydraulic components, fire extinguishing, communication systems, the fuel cell and tanks, power pack, etc.) as detailed in CFTO C-30-732-000/CF-006. The vehicle exterior must be inspected for any major defects, missing or badly worn components. The Contractor shall report in writing to the Contracting Authority any deficiency within 15 calendar days. The Contracting Authority will provide direction within 15 calendar days upon deficiency report receipt.
- 3.1.3. The Contractor must inspect the vehicles' interior and exterior for general cleanliness and ensure that all contaminants, such as oil, grease and fuel have been removed to comply with The Canadian Environmental Protection Act, 1999, C.33. The vehicle may require cleaning to remove any residual hazardous fuels, hydraulic fluids, lubricants, dirt and grime.
- 3.1.4. The Contractor must complete all tasks as per Leo 1 AVLB Monument Conversion Instructions, CFTO C-30-732-000/CF-006.
- 3.1.5. The Contractor must provide a Demilitarization Certificate as per Appendix 1 for each AVLB and controlled items that are demilitarized on the Contractor's site.
- 3.1.6. The Contractor must transport the vehicles and bridges from the Contractor facility to the final display sites and erect the commemorative monuments. Note: The AVLB and bridge are quite large and will require multiple transport vehicles (normally 3). The AVLB and bridge will only be able to be assembled at the final display sites. In order to install the hull and bridge on the final site, a 100 Ton crane and field forklift will be required on every site. A welder with equipment will also be required to complete the work on every site. The sites are located at the following locations:
- 3.1.6.1. Calgary Museum, 4520 Crowchild Trail SW, Calgary, AB T2T 5J4;
  - 3.1.6.2. CFB Edmonton, Edmonton, AB, T5Y 0P5;
  - 3.1.6.3. CFB Borden, 620 Ortona Rd. Borden, ON L0M 1C0; (QTY 2)
  - 3.1.6.4. CFB Valcartier, Autoroute de la Bravoure, Courcelette, QC G0A 4Z0;
  - 3.1.6.5. 30 Talbot St, St. Thomas, ON N5P 1A3.

### 3.2. Schedule and Coordination

- 3.2.1. At every monument display site a dedicated concrete pad will be built by the recipient. In order to ensure the recipient readiness to receive the monument, the contractor shall produce a delivery schedule for every location. The contractor will advise the Contracting Authority no later than 30 day in advance of any monument delivery.
- 3.2.2. The Technical Authority will coordinate with the recipients to ensure that they are ready to receive the monument and that the contractor and/or sub-contractors have access to the installation sites. Note. Due to the complexity of site preparation and monument installation, winter conditions should be avoided.

### 3.3. Constraints

- 3.3.1. Due to the weight of the vehicles and provincial restrictions, transport may not be possible during the thaw period normally between March and May, the Contractor shall plan their production schedule and delivery of the vehicle according to the thaw period.
- 3.3.2. Due to the complexity of Monument erection, the Contractor should concentrate the delivery outside of the winter period.

### 3.4. Support Provided by DND

- 3.4.1. The equipment and operators required at 25 CFSD Montreal to place each vehicle and bridge section onto the transportation truck designated by the Contractor.
- 3.4.2. Spare parts support (if available) for parts replacement for missing or badly worn parts required to bring the monument back to display condition.
- 3.4.3. Leopard 1 special tooling will be provided, if required.
- 3.4.4. Technical publications to support the tasks.
- 3.4.5. Delivery and installation timelines coordination between the Contractor and the recipients.
- 3.4.6. Visit Clearance Request at pick-up and delivery locations, where required.
- 3.4.7. Any technical assistance required by the Contractor.

### 3.5. Security Requirement

- 3.5.1. The Contractor must be Control Technology and Transfer (CTAT) compliant and registered in the Controlled Goods Program. The Contractor must provide a security perimeter with restricted access to the equipment. The Contractor must provide a parking area fenced (6 feet high) with a locked barrier, or provide a hangar where all pieces of equipment will be stored inside within the Contractor's premises.

### 3.6. Space Requirement

- 3.6.1. The AVLB and Bridges are of oversize dimensions and will require a large footprint area to work on and to stow. The contractor must be capable to stow a minimum of two vehicles and 2 bridges.



### 3.7. Return of designated pieces of equipment

- 3.7.1. In the event that removed parts cannot be destroyed by the Contractor, the parts will be returned to 25 CFSD. In preparation for the return of designated pieces of equipment, each piece must be cleaned and identified by the Contractor, then inspected by the DND Technical Representative. Upon inspection, the Contractor must prepare the return parts for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack. The Contractor must package the item in quantity of one (1) per package. The equipment will be returned with a Material Condition Tag to 25 CFSD Montreal as per the Technical Authority instructions.

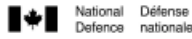
### 3.8. Disposal of Residual Equipment

- 3.8.1. The Contractor shall identify all residual materials requiring disposal. The Technical Authority will have the right to inspect for any controlled goods that may have been accidentally missed and is found with the residual materials. The controlled goods items must be identified and segregated by the Contractor. All controlled goods will have demilitarization completed prior to destruction. Some controlled goods may be returned to 25 CFSD Montreal along with the designated pieces of equipment as per TA instructions. Upon approval by the Technical Authority, disposal of residual materials will be done in accordance with the applicable Acts, Regulations and environmental standards in effect, including requirements respecting the disposal of hazardous waste. Following the final inspection by the designated technical authority from DND, all applicable certificates set out in appendix 1 shall be completed.

## 4. DELIVERABLES

- 4.1 All work covered by this SOW must be completed as follows:
- 4.1.1 A minimum of 1 Leopard 1 AVLB Monuments per quarter; and
  - 4.1.2 Completion of all deliveries and installations within 2 years.

## Appendix 1 to Annex A, Statement of Work DND2556 – Certificate of Destruction / Demilitarization



### Certificate of Destruction / Demilitarization

**Part 1 - Identification**

**Part 1-A (applicable only to items with a DMC A or Q)**

Stock code	Quantity	Applicable references (i.e. CFTO, DIR, etc.)
Destruction method used (i.e. crushing, shredding, smelting, etc.)		
Destruction criteria used (i.e. break in two pieces, shred to a size of... etc.)		
<b>Remarks:</b> Destruction for DMC "A" items is not a requirement, unless there are contractual obligations or other directives requiring their destruction. DMC "Q" items are subject to export control. Destruction is required, unless the items can be transferred to an authorized person.		

**Part 1-B (applicable only to items with a DMC D)**

Stock code	Quantity	Applicable references (i.e. CFTO, DIR, etc.)
Demilitarization method used (i.e. crushing, shredding, smelting, etc.)		
Demilitarization criteria used (i.e. break in two pieces, shred to a size of... etc.)		
<b>Remarks:</b> DMC D items are subject to the Defense Production Act. Full demilitarization is required, unless the items can be transferred to an authorized person. Informal demilitarization instructions from the item's TA or the use of Generic Demilitarization Instructions is required.		

**Part 1-C (applicable only to items with a DMC F)**

Stock code	Quantity	Applicable references (i.e. CFTO, DIR, etc.)
<b>Remarks:</b> Remarks: DMC F items are subject to the Defense Production Act. Full demilitarization is required, unless the items can be transferred to an authorized person. Formal demilitarization instructions from the item's TA is required.		

**Part 2 - Certification**

**Part 2-A (applicable only to Part 1-A)**

I certify that the above item/items (attached list) was/were destroyed in accordance with the Technical Authority's instructions prior to disposing of them as scrap.

**Part 2-B (applicable only to Part 1-B)**

I certify that the above item/items (attached list) was/were fully demilitarized in accordance with CFTO "C-01-008-000/MD-000, GENERIC DEMILITARIZATION INSTRUCTIONS" or informal demilitarization instructions received or authorized by the item's TA.

**Part 2-C (applicable only to Part 1-C)**

I certify that the above item/items (attached list) was/were demilitarized in accordance with FORMAL demilitarization instructions provided or authorized by the item's TA.

**Part 3 - Signatures**

Destruction / Demilitarization performed by:		Destruction / Demilitarization witnessed by:	
Print name:		Print name:	
Position title:		Position title:	
Organization name:		Organization name:	
Date of destruction / demilitarization (yyyy-mm-dd):		Date witnessed (yyyy-mm-dd):	
Signature:		Signature:	



## Instructions

### Part 1 - Identification

#### Part 1-A (use for DMC "A" or "Q" only)

<b>Stock code:</b>	List the NSN(s)/PSCN(s) or part number for destruction.
<b>Quantity:</b>	Indicate the number of items (same stock code) slated for destruction.
<b>Applicable references:</b>	Record reference(s) used for the destruction of the item(s), i.e. destruction instructions, directives, technical orders, etc.
<b>Destruction method used:</b>	Record the chosen method of destruction. Examples of methods include, but are not limited to: Breaking, crushing, cutting (metal displacement), cutting (other types), neutralizing, punching, shattering/pulverizing, shredding, smelting, or burning.
<b>Destruction criteria used:</b>	Record the destruction' criteria. Examples of criterion may include size and/or quantity, such as 1/4 inch pieces or 10 pieces, etc.
When multiple line items are being destroyed, a list of items, with their quantity, reference, method and criteria (recorded for each); shall be attached as an annex to the certificate.	
Important: For weapons, in addition to the NSN/PSCN, the serial numbers must be recorded.	

#### Part 1-B (use for DMC "D" only)

<b>Stock code:</b>	List the NSN(s)/PSCN(s) or part number for demilitarization.
<b>Quantity:</b>	Indicate the number of items (same stock code) being demilitarized.
<b>Applicable references:</b>	Record reference(s) used for the demilitarization of the item(s), i.e. demilitarization instructions, directives, technical orders, etc.
<b>Destruction method used:</b>	Record the method of demilitarization used. Examples of methods include, but are not limited to: Breaking, crushing, cutting (metal displacement), cutting (other types), neutralizing, punching, shattering/pulverizing, shredding, smelting, or burning.
<b>Destruction criteria used:</b>	Record the demilitarization' criteria. Examples of criterion may include size and/or quantity, such as 1/4 inch pieces or 10 pieces, etc.
When multiple line items are being destroyed, a list of items, with their quantity, reference, method and criteria (recorded for each); shall be attached as an annex to the certificate.	
Important: For weapons, in addition to the NSN/PSCN, the serial numbers must be recorded.	

#### Part 1-C (use for DMC "F" only)

<b>Stock code:</b>	List the NSN(s)/PSCN(s) or part number for demilitarization.
<b>Quantity:</b>	Indicate the number of items (same stock code) being demilitarized.
<b>Applicable references:</b>	Record reference(s) used for the demilitarization of the item(s) i.e. demilitarization instructions, directives, technical orders, etc. Reference to formal demilitarization instructions is mandatory.

### Part 2 - Certification

#### Part 2-A (applicable only to Part 1-A)

Check the certification that correspond to your selection in Part 1, i.e. check certification 2-A where Part 1-A was fill, 2-B if 1-B, or 2-C if 1-C
--

#### Part 3 - Signatures

<b>Performed by:</b>	This block must be signed by the individual who destroyed or demilitarized the materiel.
<b>Witnessed by:</b>	This block must be signed by the individual who witnessed the destruction or demilitarization of the materiel.
N.B.: There is no need to witness destruction for DMC "A" or "Q" items, unless specified otherwise. However, demilitarization of DMC D and F shall be witnessed. The requirement to have DND/CAF personnel physically witnessing the demilitarization is only required where the person/company performing the demilitarization is not authorized to access controlled goods. If the party selected to demilitarize the items is authorized, the witnessing can be done by an entity other than DND/CAF.	

**ANNEX "B"**

**BASIS OF PAYMENT**

<b>Item No</b>	<b>Conversion (Location of Installation)</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Estimated Schedule for Delivery</b>
1	Leopard 1 AVLB (Calgary Museum)	1	\$ _____	_____
2	Leopard 1 AVLB (CFB Edmonton)	1	\$ _____	_____
3	Leopard 1 AVLB (CFB Borden)	2	\$ _____	_____
4	Leopard 1 AVLB (CFB Valcartier)	1	\$ _____	_____
5	Leopard 1 AVLB (St. Thomas, ON)	1	\$ _____	_____

**ANNEX "C"**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- Direct Deposit (Domestic);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only).

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## ANNEX "D"

### INSURANCE REQUIREMENTS

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

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**ANNEX "E"**

**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 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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)