



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

Pacific Region

401 - 1230 Government Street
Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Title - Sujet CFB Comox Voodoo Restoration	
Solicitation No. - N° de l'invitation W0133-20T009/A	Date 2019-11-21
Client Reference No. - N° de référence du client W0133-20T009	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-240-7858	
File No. - N° de dossier VIC-9-42146 (240)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-12-11	Time Zone Fuseau horaire Pacific Standard Time PST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hogg(VIC), Mike	Buyer Id - Id de l'acheteur vic240
Telephone No. - N° de téléphone (250) 217-5640 ()	FAX No. - N° de FAX (250) 363-3344
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG 171 19 WING COMOX P.O.BOX 1000 STN MAIN LAZO British Columbia V0R2K0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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LIST OF ANNEXES

Annex A, Statement of Work;
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Annex C, Mandatory Criteria
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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Security Requirements Checklist and Security Guide, the Electronic Payments Instruments, the Task Authorization Form DND 626, and the Periodic Usage Reports - Contracts with Task Authorizations.

1.2 Summary

The Department of National Defence, CFB Comox has a requirement to install a protective Vinyl wrap in the existing decal package over the entire CF101F Voodoo Pedestal Aircraft at its existing location while preserving the surrounding environment (as per attached Annex A – Statement of Work)

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>) 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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid 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.

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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 - One (1) hard copy

Section II: Financial Bid - One (1) hard copy

Section III: Certifications - One (1) hard copy

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria listed in Appendix 1 at Annex A 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 provided in Annex B - Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex E - Electronics 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 (2013-11-06), 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory technical evaluation criteria are included in Appendix A.1 at Annex A. Failure to meet any of these mandatory technical evaluation criteria will result in the Bidder's bid being declared non-responsive and given no further consideration.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Failure to meet any of these mandatory financial criteria will result in the Bidder's bid being declared non-responsive and given no further consideration.

1. Bidders must offer to supply the requirements and/or perform the Work described in Annex A

4.1.2.2 Evaluation of Price - Bid

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical and Financial Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-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).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual Clause [A3005T](#) (2010-08-16), Status and Availability of Resources

5.2.3.2 Workers Compensation Certification – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Worker's Compensation Board.

The Bidder must provide, within ten (10) calendar days following a request from the Contracting Authority, a certificate or letter from the applicable Worker's Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

N/A

6.2 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16), Financial Capability

6.3 Insurance Requirements

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

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 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>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2035 (2018-06-21) General Conditions - Higher Complexity – Services, apply to and form part of the Contract.

7.2.1.1 Warranty – Modification

Section 22 entitled Warranty of general conditions 2035 is amended by deleting subsections 3 and 4 in its entirety and replacing it with the following:

3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.
4. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

All other provisions of the warranty section remain in effect.

7.2.2 Harassment in the Workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on Harassment Prevention and Resolution, which is also applicable to the Contractor, is available on the Treasury Board Web site.

2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

7.3 Security Requirements

N/A

7.4 Term of Contract

MANDATORY: Completion of all the work is required on or before March 31, 2020

The best contract completion date is _____ weeks from contract award.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mike Hogg
Supply Specialist
Public Works and Government Services Canada
1230 Government Street, Suite 401
Victoria, British Columbia Canada V8W 3X4
Telephone: (250) 217-5640
E-mail: Mike.Hogg@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is: *(Inserted at time of contract award)*

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.

7.5.3 Contractor's Representative

The Contractors Representative for the Contract is: *(As specified in the Bidder's bid)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.2 Methods of Payment

SACC Manual Clause [H1000C](#) (2008-05-17) Single Payment
SACC Manual Clause [H1001C](#) (2008-05-12) Multiple Payments

7.7.3 Electronic Payment of Invoices – Contract

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

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

7.7.4 Discretionary Audit

SACC Manual Clause [C0100C](#) (2010-01-11) Discretionary Audit – Commercial Goods and/or Services

7.7.5 Time and Contract Price Verification

SACC Manual Clause [C0710C](#) (2007-11-30), Time and Contract Price Verification

7.8 Invoicing Instructions

7.8.1 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in Task Authorization;
- c. A copy of the duly approved Task Authorization and related amendments;
- d. A copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

2. 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.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 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.

7.9.2 SACC Manual Clauses

A0285C (2007-05-25) Workers Compensation

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

7.11 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 (2018-06-21) Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Mandatory Criteria
- (f) Annex D, Insurance Requirements;
- (g) the Contractor's bid dated ____ (*inserted at the time of contract award*)

7.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor) **OR**
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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) calendar 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. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.14 SACC Manual Clauses

[A9062C](#) (2011-05-16) Canadian Forces Site Regulations

ANNEX A

STATEMENT OF WORK

1.0 Scope

1.1 Objective

To install a protective Vinyl wrap in the existing decal package over the entire CF101F Voodoo Pedestal Aircraft at its existing location while preserving the surrounding environment.

1.2 Background

CF101057 Voodoo Aircraft is on a pedestal located next to the front gate of 19 Wing Comox wearing the colors of 409 Squadron. The current paint scheme is faded and worn, additionally the airframe is weathered and showing signs of corrosion.

A viable solution was to utilize a vinyl wrap in lieu of painting the aircraft. This was deemed to be more environmentally friendly and provide a long term solution.

2.0 Reference Documents

- A. –Reference Pictures (enclosed)
- B. – Environment Considerations (enclosed)

3.0 Requirements

3.1 Scope of Work

3.1.1 Provide all aspects of stripping, surface preparation including corrosion removal, sealant repair and replacement. All components will remain on aircraft, no parts are to be removed.

3.1.2 This aircraft is mounted approx. 25 ft. off the ground, all work will need to be performed at the current location. Areas of the aircraft to be refinished shall include all exterior surfaces with the exception of antennae and sensors.

3.1.3 The aircraft dimensions are:

- a. Length: 67 ft. 5 in (20.55 m);
- b. Wingspan: 39 ft. 8 in (12.09 m);
- c. Height: 18 ft. 0 in (5.49 m); and
- d. Wing area: 368 ft² (34.20 m²).

3.2 Tasks

3.2.1 The contractor must prepare the surface for application of vinyl wrap such as stripping and corrosion removal as necessary.

3.2.2 The contractor must produce and install the vinyl wrap replicating the current 409 Sqn decal scheme, images attached in Appendix A. The vinyl wrap must be sealed, weather proof and durable with a minimum 10 year expectancy.

3.2.3 The contractor must carry out all work in compliance with all applicable Federal, Provincial and Municipal environmental legislation and regulations. Amplification of requirements attached in Appendix B.

3.3 Deliverables and Acceptance Criteria

3.3.1 The finished product must be a replica of the 409 Squadron Decal Package as found currently on the 19 Wing Pedestal CF101 Voodoo.

3.3.2 No negative environmental impact.

3.4 Constraints

3.4.1 The CF101 Voodoo is located next to the riparian zone of a fish bearing water course and directly above an area surrounded by soil, plants, and other foliage. Complete containment around the plane, with sufficient negative air filtration (equipped with HEPA filter) is anticipated for this type of work. Additional environmental detail provided in Appendix B.

3.4.2 The CF101 Voodoo is located adjacent to the primary vehicle and pedestrian entrance to 19 Wing. Disruption to the entrance shall be kept to a minimum.

3.4.3 Work must be completed no later than 31 March 2020.

Annex A
Appendix A – Reference Pictures

CF101 Hawk One Canada 101157



Annex A
Appendix A – Reference Pictures



4.0 ENVIRONMENT REGULATORY REQUIREMENTS

4.1 All work must be carried out in compliance with all applicable Federal, Provincial and Municipal environmental legislation and regulation. In cases where standards differ, the more stringent will be applied. Applicable Laws and Regulations include, but are not limited to the most recent versions of the following:

- a. Canadian Environmental Protection Act, 1999 (CEPA 1999);
- b. Canadian Environmental Assessment Act, 2012;
- c. Fisheries Act (R.S.C., 1985, c. F-14);
- d. Riparian Areas Protection Act [SBC 1997];
- e. Transportation of Dangerous Goods Act, 1992 (1992, c. 34);
- f. Species at Risk Act, 2012;
- g. Migratory Birds Convention Act, 1994 (MBCA);
- h. Federal Sustainable Development Act (S.C. 2008, c. 33);
- i. Environmental Management Act [SBC 2003];
- j. Water Sustainability Act (2016); and
- k. Canadian Council of Ministers of the Environment- Canadian Environmental Quality Guidelines.

4.1.1 If regulators approach the Contractor for information during the Project, the contractor shall assist the regulator but shall immediately contact the DND Representative. DND personnel to respond to regulators.

4.1.2 Comply with federal, provincial, and local/municipal anti-pollution laws, ordinances, codes, and regulations when disposing of waste materials, debris, and rubbish.

4.2 WORK SITE

4.2.1 Maintain, and operate work site to avoid exposure of contaminants to precipitation, minimize dust, prevent run off from the location.

4.2.2 Maintain a liner below work site to ensure containment and prevent contact with the ground until all material is disposed of off-site. Equip work site at the end of each working day with secure tarps capable of covering the area.

4.3 DUST CONTROL

Execute Work by methods to minimize raising dust from construction operations

4.4 POLLUTION CONTROL

4.4.1 Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious toxic substances and pollutants produced by construction operations. Pollution control measures should be outlined in the Contractors Environmental Protection Plan (EPP).

4.4.2 Be prepared to intercept, clean up, and dispose of spills or releases that may occur whether on land or water in accordance with the Contractors Emergency Response Plan (ERP) and applicable Wing/DND requirements. Maintain materials and equipment required for cleanup of spills or releases readily accessible on site.

4.4.3 Promptly report spills and releases potentially causing damage.

4.4.4 Provide spill response materials including, containers, adsorbent, shovels, and personal protective equipment. Make spill response materials available at all times in which hazardous materials or wastes are being handled or transported. Spill response materials: compatible with type of material being handled.

4.5 REMOVAL AND DISPOSAL

4.5.1 Dispose of non-contaminated waste materials, litter, debris, and rubbish off site. Do not burn or bury rubbish and waste materials on site. Do not dispose of volatile or hazardous wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains. Do not discharge wastes into streams or waterways. Records must be kept on disposal of all materials, including hazardous materials and soil. Wherever feasible all materials shall be salvaged, re-used or recycled. Contractor to provide copies of all signed manifests/weight tickets/disposal certificates/signed letter of acceptance and tipping fees to the DND Representative. All documents will require signature of release from CFB Comox by the DND Representative and signature of acceptance at the receiving Site.

4.6 DRAINAGE

4.6.1 Precipitation may become contaminated should it come in contact with the work area. Contractor to make every effort to minimize precipitation and runoff contacting contaminants, including covering the work area at the end of each work day to prevent precipitation entering the site and limiting work during heavy precipitation events.

4.7 WILDLIFE

4.7.1 If an incidental observation of an active bird nest or Species At Risk (SAR) as defined in the Species At Risk Act (SARA) including the Migratory Birds Convention Act occurs in the vicinity of the Project Area, project activities near the sighting must cease and the DND Representative must be notified. The DND Representative shall immediately contact the DND WEnv (Wing Environment Office). Contractor is to ensure area is pre-screened prior to work on site.

4.8 HAZARDOUS SUBSTANCES

4.8.1 All hazardous substances to be kept at the site and stored will be identified and submitted to DND for pre-approval. Upon approval, all hazardous substances shall be stored, labeled, and handled in a manner that is not harmful to human life and will not pollute the environment.

4.8.2 All hazardous substances, including petroleum, oil and lubricants (POL), must be kept in ULC/CSA approved containers; lockers/cabinets, in a secured room/building at least 30 m from any watercourse, drainage ditch or storm drain, unless authorized by DCC. The location of stored hazardous substances must be clearly identifiable to on-site personnel and if necessary, measures will be taken to prevent vehicle impacts to stored products.

4.8.3 Any hazardous substances stored or used outdoors will be situated in or on a secondary containment device capable of fully containing 110% the quantity of the largest container stored in or on it. This includes fuel containers for small equipment, gas-powered pumps, etc. Storage sites shall be consolidated to the greatest extent possible to reduce the number of hazardous sites.

4.8.4 WHMIS/GHS records must be available for all hazardous substances used during the project. Up to date records must be available on site and shall be presented with contract documents.

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4.8.5 Spill prevention equipment specific to the hazardous substances used during the Project must be on site. All personnel on-site must be familiarized with the use of spill prevention equipment, and appropriate PPE for the hazardous substances present.

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ANNEX B BASIS OF PAYMENT

Firm prices are in Canadian Dollars, the Goods and Services Tax (GST) excluded, delivered DDP destination address specified, and customs duties and excise taxes included.

Firm price shall be inclusive of all direct and indirect expenses incurred in performing the requirement including but not limited to all labour, fringe benefits, overhead, supervision, tools, equipment, materials, part, manuals, travel time, travel and living expenses, transportation costs, reports, general and administrative costs, profit required to do the work, all related duties and other costs paid by the Supplier such as additional surcharges, and transportation fees. No other charges will be accepted

Item	Description	U of I	Qty	Unit Price	Extended Price
1	To install a protective Vinyl wrap in the existing decal package over the entire CF101F Voodoo Pedestal Aircraft at its existing location while preserving the surrounding environment. As per attached Annex A – Statement of Work	LOT	1	\$	\$
SUB TOTAL					\$
GST					\$
TOTAL COST					\$

MANDATORY: Completion of all the work is required on or before March 31, 2020

The best contract completion date is _____ weeks from contract award.

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ANNEX C

MANDATORY CRITERIA

To be considered responsive, proposals must meet all of the mandatory criteria specified in the solicitation document.

Mandatory Technical Criteria

M1. The Bidder must demonstrate experience in surface preparation (including but not limited to stripping, corrosion removal, cleaning, etc.) and application finishing in vinyl type wrap of at least two (2) pieces of equipment of similar size and complexity within the last five (5) years from RFP closing date. This must be demonstrated by way of letters of reference, pictures, project schedules, and any other supporting information available to support your proposal.

M2. The Bidder must submit a project plan to included estimated level of effort, timelines, required resources, etc.

M3. The Bidder must submit its environmental remediation plan in accordance with the environmental considerations provided in the applicable annex to this RFP.

Annex D Commercial General Liability Insurance

G2001C (2018-06-21)

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.