



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 Mailbox – Réception des soumissions

Email – Courriel:  
DLP53BidsReceiving.DAAT53receptiondessoumissions@forces.gc.ca

#### 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 indique(s).

#### Solicitation Closes – L'invitation prend fin

At – à: 2:00 PM EDT – Eastern DaylightTime –  
Heure normale de l'Est

On – le: June 11, 2020 - 11 juin, 2020

<b>Title/Titre</b> Heavy Logistic Vehicle Wheeled Axles, Brake Shoes and Torque Rods Repair and Overhaul Réparation et d'une révision de les mâchoires de frein, les essieux et les tiges de couple pour Véhicule Logistique Lourde à Roues		<b>Solicitation No – N° de l'invitation</b> W8486-207105/A
<b>Date of Solicitation – Date de l'invitation</b> April 24, 2020 - 24 avril, 2020		
<b>Address Enquiries to – Adresser toutes questions à</b> Contracting Authority: Name: Tanya McKenzie Directorate: DLP 5-2-3-1 National Defence Headquarters 101 Colonel By Dr. Ottawa, Ontario K1A 0K2		
<b>Telephone No. – N° de téléphone</b> 819-939-6471	<b>Email – Courriel</b> Tanya.mckenzie@forces.gc.ca	
<b>Destination</b> Specified Herein Précisé dans les présentes		

#### 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	<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>	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security requirements associated with this requirement.

### **1.2 Statement of Work**

The Contractor is responsible for the completion of all work related to the R&O services of the items specified in this Statement of Work hereinafter including disassembly, cleaning, inspection, repairs, overhaul, re-assembly, re-bushing kit installation, calibration, painting, testing, packaging and preparation for shipment.

This equipment is positioned throughout Canada. The work must be conducted and completed at the Contractor's Plant. The attached Statement of Work (SOW) and its appendices defines the work effort required to perform R&O functions. The R&O functions includes, but not limited to handling, repairing, overhauling, modifications and upgrades.

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

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada Korea Free Trade Agreement (CKFTA), the Canada-Ukraine Free Trade Agreement (CUFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Comprehensive and Progressive Trans-Pacific Partnership (CPTTP).

### **1.5 Phase Bid Compliance Process**

The Phased Bid Compliance Process applies to this requirement.

## **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 (PWGSC).

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 with the following modifications:

- a) Section 2, Procurement Business Number, is deleted in its entirety.
- b) Subsection 5.2(d), Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.

c) Subsection 5.4, Submission of Bids, is amended as follows:

Delete: 60 days

Insert: 120 calendar days

d) Section 6, Late Bids, is deleted in its entirety.

e) Section 7, Delayed Bids, is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

f) Section 8, Transmission by facsimile or by epost Connect, is deleted in its entirety.

g) Subsection 20.2, Further Information, is deleted in its entirety.

## **2.2 Electronic Submission of Bids**

a) Bids must be submitted only to the Bid Receiving Mailbox by electronic mail by the date and time indicated on page 1 of the Bid Solicitation. Bids must be received electronically as noted in subparagraph b).

b) Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

## **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **Definitions**

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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

## **2.6 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation in preparation of their bid.

#### **Section I: Technical Bid**

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to

different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

**3.1.1 Financial Evaluation**

Bidders must complete Annex C - Pricing.

**3.1.2 Mandatory Financial Criteria**

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

**3.1.3 Electronic Payment of Invoices – Bid**

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

If Annex "G" 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.

**3.1.4 Exchange Rate Fluctuation**

**SACC Manual Clause C3011T (2013-11-06) Exchange Rate Fluctuation**

**Section III: Certifications**

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

**Section IV: Additional Information**

**Supplier Contact**

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

**Repair and Overhaul Manager**

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

**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) Canada will use the Phased Bid Compliance Process described below.



#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 (2018-07-19) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of National Defence.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### 4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.

- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 Technical Evaluation**

##### **4.1.2.1 Mandatory Technical Criteria**

Bidders must meet all mandatory technical evaluation criteria detailed in Annex E – Mandatory Evaluation Criteria. The Phased Bid Compliance Process will apply to all mandatory technical criteria.

##### **4.1.3. Aggregate Price Determination**

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

#### **4.2 Basis of Selection**

SACC Manual Clause A0031T (2010-08-16) Basis of Selection - Mandatory Technical Criteria

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

## **5.2 Certifications Precedent to Contract Award and Additional Information**

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

### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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

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

### **5.2.3 Quality Management Systems**

The Bidder certifies that it meets, and will continue to meet throughout the duration of the contract, all requirements of clause D5545C ISO 9001:2015 - Quality Management Systems (QAC C) found in Part 6.

Bidder's authorized representative signature

Date

## **5.2.4 Additional Certifications Precedent to Contract Award**

### **5.2.4.1 Status and Availability of Resources**

SACC Manual Clause A3005T (2010-08-16) Status and Availability of Resources

### **5.2.4.2 Education and Experience**

SACC Manual clause A3010T (2010-08-16) Education and Experience

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

There are no security requirements applicable to the contract.

### **6.2 Statement of Work**

The Contractor must perform the Work in accordance with Annex A – Statement of Work and Annex B – Logistic SOW.

### **6.3 Work Categories**

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

#### **6.3.1 Category 1 - Free Flow Components**

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

#### **Selection Notice and Priority Summary (SNAPS)**

The Contractor must repair and/or overhaul only those items for which authorization has been received in accordance with Section 7.4 of the A-LM-184-001/JS-001 as applicable and such other Supply procedures as may be advised from time to time in the demanding, handling, packaging, storing, shipping and recording etc. of the DND equipment and stores in their possession. Repair/overhaul priorities will be maintained as per information provided in the Selection Notice and Priority Summary (SNAPS).

#### **6.3.2 Category 2 – Task Authorization**

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

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

## **6.4 Work Authorization**

### **6.4.1 Category 2 – Task Authorization**

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

### **6.5 Task Authorization Limit**

Any task authorization to be issued must be authorized by the Contracting Authority before issuance.

### **6.6. Task Authorization Process**

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization DND 626 form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within ten (10) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### **6.7 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by the Contracting Authority or another authorized designation. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

### **6.8 Task Pricing**

Pricing for each task must be established as follows:

#### **6.8.1 Firm Price**

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

#### **6.8.2 Ceiling Price**

Where a ceiling price has been established, the Contractor must complete the work and the ceiling price represents the maximum amount payable under the Task Authorization. The ceiling price is subject to downward adjustment based on the actual cost reasonably incurred in the performance of the work.

### **6.9 Periodic Usage Reports**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

### ***Reporting Requirement- Details***

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

#### **For each authorized task:**

- I. the authorized task number or task revision number(s);
- II. a title or a brief description of each authorized task;
- III. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- IV. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- V. the start and completion date for each authorized task; and
- VI. the active status of each authorized task, as applicable.

#### **For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.



### **6.10 Urgent Requirement – Priority Repair Request**

The Contractor must take immediate action to satisfy urgent requirements of the Department of National Defence, as and when required by the authorized representative of the Contracting Authority. The urgent requirement will be identified in a Priority Repair Request (PRR). These requests originate from NDHQ from one of the EPM staff which include a Supply Manager or a LCMM.

On receipt of a PRR, the Contractor must determine whether DND's required delivery date (RDD) can be met. If not, the Contractor is required to provide to the appropriate Supply Manager at NDHQ and the consignee designated on the PRR format with a realistic estimated delivery date (EDD).

On completion of repairs or overhaul, either the supporting NDQAR or the Contractor must return repairable item. The Contractor must then prepare the items for shipment to the consignee as instructed in the PRR. The supporting NDQAR/Contractor must notify PA/SM and LCMM via email of shipping details. PRR items will be invoiced separately to the Contracting Authority.

### **6.11 Performance and Reliability**

Equipment repaired or overhauled must be in accordance with the terms of this Contract to meet the standards of the applicable DND specifications. When such standards are not described or when the standards described are considered by the Contractor to be inadequate, the Contractor must submit the standards of performance and reliability to which they propose to repair/overhaul the equipment through the National Defence Quality Assurance Representative (NDQAR) who will forward the standards to the Contracting Authority for approval.

### **6.13 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.

#### **6.12.1 General Conditions**

2010C (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

2010A (2018-06-21), General Conditions - Medium Complexity -Goods, apply to and form part of the Contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twenty-four (24) months, or 2,000 hours of usage, whichever comes first".

All other provisions of the warranty section remain in effect.

### **6.13 Term of Contract**

#### **6.13.1 Period of the Contract**

The period of the Contract is from date of Contract to **(to be inserted)** inclusive.

#### **6.13.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

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

## **6.14 Authorities**

### **6.14.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Tanya McKenzie  
Title: DLP 5-2-3-1  
Department of National Defence  
Telephone: 819-939-6471  
E-mail address: [tanya.mckenzie@forces.gc.ca](mailto:tanya.mckenzie@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.

### **6.14.2 Technical Authority**

The Technical Authority for the Contract is:

Name: **(to be inserted)**  
National Defence Headquarters  
Mgen. George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Telephone:  
E-mail address:

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

### **6.14.3 Quality Assurance Authority**

National Defence Quality Assurance Representative (NDQAR):

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

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

#### 6.14.4 Contractor's Representative

**The Repair and Overhaul Manager for the Contract is:**

**To be completed**

Name:

Telephone No.:

Facsimile No.:

E-mail address:

#### 6.15 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with Annex C - Pricing, to a limitation of expenditure of \$ (to be inserted at contract award FCA Free Carrier at Contractor's facilities, Incoterms 2000, Customs Duty and Excise Taxes included where applicable, and Applicable Taxes extra.

Details about the National Joint Council Travel Directive are available at: <https://www.njc-cnm.gc.ca/directive/d10/en>.

#### 6.16 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.17 SACC Manual Clauses

C0307C	Cost Submission	2014-06-26
C0710C	Time and Contract Price Verification	2007-11-30
H1001C	Multiple Payments	2008-05-12

## **6.18 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)

## **6.19 Invoicing Instructions**

### **6.19.1 Category 1 - Free Flow Components**

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

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

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

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

### **6.19.2 Category 2 – Task Authorization**

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

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

- a. Date
- b. Name and address of the consignee(s)
- c. Contract number, serial number and DND financial coding
- d. Task Authorization Number
- e. Rate of payment applicable to the labour hours
- f. Labour categories
- g. Labour hours
- h. Cost of materials related to the task
- i. Approved travel and living expenses (receipts required)

- j. Cost of subcontractor related to the task
- k. Supporting documentation such as, but not limited to detailed copies of subcontractor and material/parts invoices, copies of travel, hotel, car rental and airline receipts

### 6.19.3 Distribution of Invoices

Invoices must be distributed as follows:

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

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

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

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

Note 4: The Contractor must submit a revised invoice copy when correction(s) or modification(s) have been identified by the Contracting Authority.

## 6.20 Certifications and Additional Information

### 6.20.1 Certifications - 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.

### 6.20.2 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.

### 6.20.3 SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
	<b><u>OR</u></b>	
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
A9062C	Canadian Forces Site Regulations	2011-05-16
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
B8041C	Catalogue of Material on CD-ROM	2008-05-12
C2800C	Priority Ratings	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2017-08-17
D2025C	Wood Packaging Materials	2017-08-17
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D5510C	Quality Assurance Authority - (DND) - Canadian Based Contractor	2017-08-17
D5545C	ISO 9001:2015 Quality Management Systems - Requirements (QAC C)	2019-05-30

D5606C Release Documents (DND) - Canadian-based Contractor 2017-11-28

### 6.20.3.1 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: **to be inserted**

- 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)

### 6.21 Applicable Laws

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

### 6.22 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;
- (c) Annex A, Statement of Work;
- (d) Annex B, LOG SOW;
- (e) Annex C - Pricing;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated \_\_\_\_\_, (To be inserted ).

### 6.23 Defence Contract

A9006C Defence Contract 2012-07-16

### 6.24 Insurance Requirements

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements 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.

#### **6.25 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 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. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

## **6.26 Bailee's Customer's Goods Insurance**

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$ 250,000.00. Government Property must be insured on an Actual Cash Value (depreciated cost).

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The Bailee's Customer's Goods must include the following:
  - a. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence for any and all loss of or damage to the property however caused.

## **6.27 Shipping Instructions**

### **6.27.1 Shipping Instructions (DND) - Canadian-based Contractor**

1. Delivery will be FCA Free Carrier at the Contractor's facilities, Incoterms 2000. The Contractor must load the material onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3
  - a. Insert the following for all sole source contracts, except repair and overhaul, where the Contractor is located in Canada:  
Inbound Logistics Co-ordination Center (ILCC)  
Telephone: 1-877-877-7423 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: ILHQOttawa@forces.gc.ca
  - b. Insert the following for all repair and overhaul contracts where the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border:  
Inbound Logistics Central Area (ILCA)



Telephone: 1-866-371-5420 (toll free)  
Facsimile: 1-866-419-1627 (toll free)  
E-mail: ILCA@forces.gc.ca

- c. Insert the following for all repair and overhaul contracts where the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:  
Inbound Logistics Coordination Center (ILCC)  
Telephone: 1-877-877-7423 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: ILHQOttawa@forces.gc.ca
  - d. Insert the following for all repair and overhaul contracts where the Contractor is located in Quebec:  
Inbound Logistics Quebec Area (ILQA)  
Telephone: 1-866-935-8673 (toll free), or  
1-514-252-2777, ext. 4673, 2852  
Facsimile: 1-866-939-8673 (toll free), or  
1-514-252-2911  
E-mail: 25DAFCTrafficQM@forces.gc.ca
  - e. Insert the following for all repair and overhaul contracts where the Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):  
Inbound Logistics Atlantic Area (ILAA)  
Telephone: 1-902-427-1438  
Facsimile: 1-902-427-6237  
E-mail: BlogILAA@forces.gc.ca
3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
    - a the Contract number;
    - b consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
    - c description of each item;
    - d the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
    - e actual weight and dimensions of each piece type, including gross weight;
    - f full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian [Transportation of Dangerous Goods Regulations](#), and a copy of the safety data sheet in English and French.
  4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
  5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
  6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

#### **6.27.2 Shipping Instructions (DND) - Foreign Based Contractor**

1. Delivery will be FCA Free Carrier at the Contractor's facility Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
  - a. Insert the following when the Contractor is located in the United States (U.S.):  
Inbound Logistics Coordination Center (ILCC):  
Telephone: 1-877-447-7701 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: ILHQOttawa@forces.gc.ca  
OR
  - b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:  
Inbound Logistics United Kingdom (ILUK):  
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or  
Facsimile: 011-44-1895-613046  
E-mail: CFSUEDetUKMovements@forces.gc.ca  
In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.  
The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).  
OR
  - c. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:  
Inbound Logistics Europe Area (ILEA):  
Telephone: +49-(0)-2203-908-1807 or 2748 or 5304  
Facsimile: +49-(0)-2203-908-2746  
Email: ILEA@forces.gc.ca  
Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).  
OR

- d. Insert the following for U.S. Foreign Military Sales (FMS):  
Inbound Logistics Coordination Center (ILCC):  
Telephone: 1-877-447-7701 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
Email: ILHQOttawa@forces.gc.ca

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

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
- (a) the Contract number;
  - (b) consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
  - (c) description of each item;
  - (d) the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
  - (e) actual weight and dimensions of each piece type, including gross weight;
  - (f) copy of the commercial invoice (in accordance with clause C2608C, section 4, of the *Standard Acquisition Clauses and Conditions Manual*) or a copy of the Canada Border Services Agency form C11, Canada Customs Invoice;
  - (g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
  - (h) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
  - (i) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

## **6.28 Meeting**

### **6.28.1 Start-up Meeting**

The Contractor must contact the Contracting Authority to schedule the start-up meeting. The start-up meeting will take place within three (3) weeks from the effective date of the Contract. The meeting will be convened to review technical, contractual, and procedural requirements. The Contractor must be responsible for the drafting and promulgation of the agenda and minutes for the meeting. The meeting will be held at the Contractor's facilities or a Government of Canada facility, at Canada's discretion, at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

### **6.28.2 Progress Meetings**

Progress Review Meetings (PRM) will take place as and when required, following the start-up meeting. A minimum of one (1) and a maximum of three (3) PRM per year must be scheduled for the duration of the contract and as deemed necessary by either the technical authority, Contracting Authority. These meetings will address technical, contractual and procedural issues of the contract. Other meetings may also be scheduled.

The Contractor must be responsible for the drafting and promulgation of agendas and minutes and from these, Contract Data Requirement List (CDRLs) and Data Item Descriptions (DIDs). The meeting will be held at the Contractor's facilities or DND facilities at Canada's discretion and at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

## **6.29 Reports**

The Contractor must provide all reports when requested as detailed in Annex A - Statement of Work and Annex B - Logistical Statement of Work including: Failure Report, Dyno Test Report, R&O Contractor Effectiveness Report, Material Management Report, MRP Progress Report, TIES Report, and the Annual Government Owned Inventory Report.

## **6.30 Drawings, Reports, Data**

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

## **6.31 Protection of Government Property**

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

-all Government Property that are not inside a reusable wood or steel container must be kept in a secured indoor storage location; and

-all other Government Property must be kept in a secured storage location and must be protected from the elements and related damages.

## **6.32 Close-Out Responsibilities**

Components received at the repair facility up to and including the contract expiry date must be repaired by the Contractor within the terms and conditions of the contract. However, when this Contract expires, or is terminated, all catalogue repairable items, spare parts (CIS, and any specific Government of Canada owned equipment on loan), must be transferred to the closest Depot. The not-yet inducted work and the not-yet completed work orders (items already been inducted for R&O process within the R&O pipeline) that were open before the end of the expiry date must be reported to the NDQAR and to the Contracting Authority prior to the contract expiration. Specific Contractor Supplied/Furnished Parts and Material, which the Contractor purchased or committed to be purchased in support of those not-yet completed work

orders must also to be reported to the NDQAR and to the Contracting Authority.

DND may purchase at the Contractor's laid-down cost any remaining Contractor Supplied/Furnished Parts and Material, which have been purchased in support of R&O activities stipulated in this contract, and which cannot be returned for credit to the Contractor's supplier(s).

### **6.33 Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. The use of electronic bidding will contribute to environmental sustainability.