



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2Quartier 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

<b>Title/Titre</b> AUTOMOTIVE REPAIR AND ESTIMATING INFORMATION SYSTEM	<b>Solicitation No – N° de l'invitation</b> W8486-207209/A
<b>Date of Solicitation – Date de l'invitation</b> August 19, 2020 – le 19 août, 2020	
<b>Address Enquiries to – Adresser toutes questions à</b> Contracting Authority: Name: Wo il Lee Directorate: DLP 5-2-2-1 National Defence Headquarters 101 Colonel By Dr Ottawa, Ontario K1A 0K2	
<b>Telephone No. – N° de téléphone</b> 819-939-6602	<b>Email – Courriel</b> Woil.Lee@forces.gc.ca
<b>Destination</b> Specified Herein Précisé dans les présentes	

**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).

**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.

**Solicitation Closes – L'invitation prend fin**At – à: 2:00 PM EDT – Eastern Daylight Time –  
Heure avancée de l'EstOn – le: September 21, 2020 – le 21 septembre,  
2020

<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 is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

The requirement is detailed under Article ANNEX "A" - Requirement of the resulting contract clauses.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2003 \(2019-03-04\)](#) 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: 90 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

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

If so, the Bidder must provide the following information:

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

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

## 2.4 Enquiries - Bid Solicitation

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

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

## 2.5 Applicable Laws

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

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

## 2.6 Improvement of Requirement During Solicitation Period

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Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed copy).

Section I: Technical Bid (1 copy)

Section II: Financial Bid (1 copy)

Section III: Certifications (1 copy)

Section IV: Additional Information (1 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.

#### Section I: Technical Bid

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

Bidders **must** complete and submit by the bid closing date and time the following;

- (i) Annex "A", Appendix 1 - Technical Evaluation Matrix;

The technical bid **should** also include the following documents:

- (i) List of Proposed Software: The Bidder **should** include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution. Bidders are requested to include the Bid Submission Form (**Annex "D" – Form**) with their bids.

#### Section II: Financial Bid

Pricing: Bidders **must** submit their financial bid in accordance with the Annex "B" – Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

Bids **must** be submitted in Canadian dollars.

**All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

#### 3.1.1 Electronic Payment of Invoices – Bid

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

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

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

### **3.1.2 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### **Section III: Certifications**

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

### **Section IV: Additional Information**

#### **3.1.3.1 Bidder's Representatives**

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

#### **General Enquiries/ Delivery Follow-up**

Name:

Telephone:

E-mail:

#### **Contractor's Support Services**

Telephone Access:

Email Access:

Website Address:

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Bidders must demonstrate their compliance with all technical evaluation criteria detailed in Annex "A", Appendix 1 - Technical Evaluation Matrix, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.

The mandatory requirements are described in Part 3 -Bid preparation instructions and in Annex "A" - Requirements.

##### **4.1.1.2 Demonstration**

Canada may, but will have no obligation, to require that the top-ranked Bidder (identified after the financial evaluation) demonstrate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If required, the demonstration must be conducted, at no cost to Canada, at a location in Canada agreed to by the Contracting Authority.

Canada will provide no fewer than 5 working days of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within six (6) hours. Canada will pay its own travel and salary costs associated with any demonstration. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive.

#### **4.1.2 Financial Evaluation**

The financial evaluation will be conducted by calculating the Total Bid Price (TBP) using the Pricing Tables completed by the bidders (available at Annex "B" – Basis of Payment).

Bids must be submitted in Canadian dollars.

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

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the 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 provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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 Additional Certifications Precedent to Contract Award

##### 5.2.2.1 Product Conformance

The Bidder certifies that all product proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the Annex A - Requirement.

This certification does not relieve the bid from meeting all mandatory technical criteria detailed in Part 4.

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Bidder's authorized representative signature

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Date

### **5.2.2.2 Bidder Certifies that All Equipment and Software is “Off-the-Shelf”**

Any equipment and software bid to meet this requirement must be “off-the-shelf” (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.

### **5.2.2.3 Software Publisher Certification and Software Publisher Authorization**

(a) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Form 1 - Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada’s sole discretion to determine whether all the required information has been provided.

(b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of its bid is required to submit proof of the Software Publisher’s authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Form 2 - Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada’s sole discretion to determine whether all the required information has been provided.

(c) In this bid solicitation, “Software Publisher” means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

## 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

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

(a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in, the Contract. This includes:

- (i) granting the license to use the Licensed Software described in the Contract;
- (ii) providing the Software Documentation;
- (iii) providing maintenance and support for the Licensed Software during the Software Support Period;
- (iv) providing the professional services for the parameterization (set-up) and configuration of the software solution for deployment purposes;
- (v) providing training for the software solution.

**(b) Client:** Under the Contract, the "**Client**" is the **Department of National Defence**.

**(c) Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.

**(d) Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:

- (i) any reference to a "**deliverable**" or "**deliverables**" includes the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred) configured and parameterized, the Software Documentation, the maintenance and support services for the Licensed Software and the training.

### 6.3 Goods and/or Services

**(a)** The Contractor grants to Canada the irrevocable option to acquire the goods and services described at Annex A - Requirement under the same terms and conditions and at the prices and/or rates stated in

the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

(b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### 6.4 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.

##### (a) General Conditions:

(i) 2030 (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

##### (b) Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software; apply to and form part of the Contract.

#### 6.5 Term of Contract

##### 6.5.1 Period of the Contract

(a) **Contract Period:** The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The initial period of the Contract is from **January 1, 2021 to December 31, 2021 inclusive;** and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

##### (b) Option to Extend the Contract:

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **4 additional one-year period** under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor **at least 5 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.

##### 6.5.2 Delivery Date

(a) The configured and parameterized license to use the Licensed Software and the software documentation must be received **on or before January 1, 2021**.

#### 6.6 Authorities

### 6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Wo il Lee  
Directorate: DLP 5-2-2-1  
National Defence Headquarters  
Mgen. George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2  
Telephone: 819-939-6602  
E-mail: [woil.lee@forces.gc.ca](mailto:woil.lee@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.

### 6.6.2 Technical Authority

The Technical Authority for the Contract is: *(To be inserted at Contract Award)*

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

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

### 6.6.3 Contractor's Representative

Name and telephone number of the person responsible for: *(To be inserted at Contract Award)*

#### General Enquiries/ Delivery Follow-up

Name:  
Telephone:  
Facsimile:  
E-mail:

### 6.7 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.8 Payment

### 6.8.1 Basis of Payment

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

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

(i) **Software Solution:** For the software solution (including the license to use the Licensed Software, the delivery, the parameterization, the configuration, the Documentation and the training), in accordance with the Contract, Canada will pay the Contractor the firm lot price set out in Annex B - Basis of Payment, FOB destination, including all customs duties, GST/HST extra. The firm lot price includes the warranty during the Software Warranty Period.

(ii) **Maintenance and Support for Licensed Software:** For maintenance and support services throughout the initial Software Support Period, in accordance with the Contract, Canada will pay the Contractor, in advance, the firm lot price set out in Annex B - Basis of Payment, FOB destination, including all customs duties, GST/HST extra. If additional licenses to use the Licensed Software are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those licenses for a partial year). *(Delete the last sentence of the paragraph if the bidder proposes an Entity license)*

(iii) **Optional Additional Software Licenses:** For additional licenses for additional Client Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price *per user or per device (to be selected at the contract award, in accordance with the type of license that will be proposed by the contractor)* set out in Annex B - Basis of Payment, FOB destination, including all customs duties, GST/HST extra. *(Delete this section, if the bidder proposes an Entity license)*

(iv) **Optional Maintenance and Support for Licensed Software:** If Canada exercises its option to extend the maintenance and support for licensed Software, Canada will pay the Contractor, in advance, the firm lot price set out in Annex B - Basis of Payment, FOB destination, including all customs duties, GST/HST extra. If additional licenses to use the Licensed Software are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those licenses for a partial year). *(Delete the last sentence of the paragraph if the bidder proposes an Entity license)*

(v) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

(vi) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada

to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

### 6.8.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

### 6.8.3 Method of Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

#### 6.8.3.1 Advance Payment

(i) Canada will pay the Contractor in advance for the services if:

(A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

(B) All such documents have been verified by Canada.

(ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

### 6.8.4 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);

### 6.9 Invoicing Instructions

1. The contractor must receive an acceptance notice from the Inspection Authority (see 6.14 Inspection and Acceptance) before submitting an invoice.
2. 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.
3. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Technical Authority unless otherwise specified by the Contracting Authority, thereby reducing printed material.
4. Invoices must be distributed as follows:
  - a) One (1) copy must be forwarded or e-mailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - b) One (1) copy must be forwarded or e-mailed to the Technical Authority identified under the section entitled "Authorities" of the Contract.

### 6.10 Certifications and Additional Information

#### 6.10.1 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.

### 6.11 Applicable Laws

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

### 6.12 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) These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental general conditions, in the following order:
  - (i) 4003 (2010-08-16), Licensed Software;
  - (ii) 4004(2013-04-25), Maintenance and Support Services for Licensed Software;
- (c) General conditions 2030 (2018-06-21), General Conditions - Higher Complexity - Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ *(To be inserted at Contract Award)*, as amended on, as clarified on \_\_\_\_\_ *(To be inserted at Contract Award)*.

### 6.13 Defence Contract

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

### 6.14 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### 6.15 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	12/05/2008
A9062C	Canadian Forces Site Regulations	16/05/2011
A2000C	Foreign Nationals (Canadian Contractor)	16/06/2006
A2001C	Foreign Nationals (Foreign Contractor)	16/06/2006

## 6.16 Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 6.17 Limitation of Liability - Information Management/Information Technology

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
2. First Party Liability:
  - a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
    - ii. physical injury, including death.
  - b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
  - c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
  - e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
    - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and

- ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

### 3. Third Party Claims:

- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

### 6.18 Licensed Software

(a) With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products:
-------------------	--

	<i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Type of License being Granted	<i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Number of Users Licensed <i>[delete this line if the license is a Device License or an Entity License]</i>	<i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Option to Purchase Licenses for Additional Users <i>[delete this line if the license is a Device License or an Entity License]</i>	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex B on the same terms and conditions as the initial User licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Number of Devices Licensed <i>[delete this line if the license is a User License or an Entity License]</i>	<i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Option to Purchase Licenses for Additional Devices <i>[delete this line if the license is a User License or an Entity License]</i>	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex B on the same terms and conditions as the initial User licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Entity Licensed The Entity Licensed is the Client. <i>[delete this line if the license is a User License or a Device License]</i>	Entity Licensed The Entity Licensed is the Client.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Delivery Location	Contact Contracting Authority DLP 5-2-2-1
Media on which Licensed Software must be Delivered	<i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Software Warranty Period	12 months
Acceptance Period of the configured and parameterized license to use the Licensed Software and the software Documentation	Canada will have 90 days from receipt of the notice to perform its inspection (the "Acceptance Period").

(b) On-going Maintenance of Software Code: The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or “build” originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or “build” of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

### 6.19 Licensed Software Maintenance and Support

Software Support Period	See contract clause 6.5.1 Period of the Contract
Software Support Period when Additional Licenses added during Contract Period  [delete this line if the license is an Entity License]	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under the Contract.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 4 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in the contract. The options may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:  Telephone Access: _____  Email Access: _____  The Contractor must respond to all telephone or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.  The Contractor's personnel must be qualified and able to respond to the Client's and any Client User's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to the Licensed Software.  <i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
Website	Website Address: _____

	<p>The Contractor must provide Canada with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line software diagnostic routines, support tools, and services. The Contractor's website must provide support in English. The Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time.</p> <p><i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p>
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## 6.20 Termination for convenience and Default by the Contractor for software maintenance and support services

Notwithstanding the Termination for Convenience and Default by the Contractor provisions contained at Section 31 and 32 of 2030 – General Conditions - Higher Complexity - Goods, the parties agree that in the event of termination of services for the convenience of Canada or default by the contractor for which an advance payment has been made, charges up to the date of termination will be calculated on a prorata basis of a twelve month year and a thirty day month. The Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

## 6.21 Safeguarding Electronic Media

(a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

(b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

## 6.22 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply

## ANNEX "A" - REQUIREMENT

Annex A  
W8486-207209  
May 2020



### NOTICE

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

### AVIS

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

# PURCHASE DESCRIPTION

## FOR

# AUTOMOTIVE REPAIR AND ESTIMATING INFORMATION SYSTEM

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**OPI DSVPM 4 - DAPVS 4**

Issued on Authority of the Chief of the Defence Staff  
Publiée avec l'autorisation du chef d'état-major de la Défense

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## 1.0 SCOPE

### 1.1 Purpose.

This document describes the requirement for an Automotive Information Systems (software) (AIS) and Truck Repair Information System (TRIS), consisting of online interactive software. The DND AIS / TRIS will be used to obtain instant access to up-to-date technical data to expedite repairs and in the case of the AIS, to staff accurate mechanical parts and labour estimates on the DND Light Commercial Fleet of vehicles.

### 1.2 Background.

The AIS and TRIS software are the diagnostic programs used by DND personnel to maintain and repair commercial vehicles. Technicians require automotive diagnostic, repair, parts/labour and estimating functions. The parts portion of the software **must** include sufficient text and illustrations material that will assist mechanics in identifying and trouble-shooting repair activities.

## 2.0 INSTRUCTIONS AND DEFINITIONS

### 2.1 Instructions.

- a. Requirements, which are identified by the word "**must**" are mandatory. Deviations will not be permitted;
- b. Requirements identified by "must . . . or equivalent" are mandatory. The Technical Authority will consider substitutes/alternatives offered and will provide acceptance if suitable; and
- c. Where "must", "**must**" . . . or equivalent" or "will" are not used, the information provided is for guidance only.

### 2.2 Definitions.

- a. "**Technical Authority**" (TA) means the official responsible for technical management of this requirement.

## 3.0 APPLICABLE DOCUMENTS

Not applicable to this Purchase Description.

## 4.0 REQUIREMENTS

### 4.1 Standard design.

The system **must** be the manufacturer's latest online standard commercial version compatible with the DND standard workstation as described in paragraph 7, Electronic Operating Environment.

### 4.2 Information.

The AIS / TRIS **must** include extensive information on model year 2000 and newer vehicles. Vehicles covered **must** include North American and European and Asian Light Vehicles sold in Canada, Light Trucks and Vans up to 1.75 Ton. The TRIS **must** include diagnostic, repair, safety recall notices and technical service bulletins for class 4 – 8 trucks.

#### 4.2.1 Coverage.

Service and repair information **must** be provided consisting of, as a minimum, the following service categories:

AIS	TRIS
Engine	Diesel Engine performance
Exhaust system	Gas Engine performance
Cooling system	Engine mechanical
Power train management	Blowers & Turbochargers
Transmission and Drive train	Clutches
ABS and Traction control	Engine brakes
Starting and Charging system	Drives axles
Steering	Transmissions
Suspension	Transfer Case
Heating and Air conditioning	Steering & Suspension
Air bags and Seat belts	Air Brakes
Emission controls	Hydraulic Brakes
Cruise control	Electrical
Instrument panel, gauges and warning indicators	Heating and Air Conditioning
Wiring Diagrams	Wiring Diagrams
Wheel alignment	General Information and Maintenance
Windows and Glass Wiper and Washer system	
Diagnostic Procedures	
Maintenance (Service Intervals)	

#### 4.2.2 Original Equipment Manufacture (OEM) Technical Service Bulletins (TSB's)

Bulletins **must** be updated as a minimum, monthly, and **must** be searchable by system or symptom, and **must** have an annotate feature that allows custom notes to be added for reference.

#### 4.2.3 Safety Recall Bulletins.

These **must** be updated as a minimum, monthly. The database **must** contain detailed and complete bulletins.

#### **4.2.4 Color Coded Electrical Diagrams**

These are designed to aid in the diagnosis of electrical faults. These diagrams **must** be in color and clearly labelled with wiring colors and be presented in a consistent, and clear format. The wiring diagram feature of the program **must** possess a zoom feature which permits viewing and printing of the entire diagram or a specific portion of such. Printed Electrical Diagrams **must** be high quality and colour identifications of each wiring route **must** be clear and unambiguous.

- a. Any wiring diagrams scanned directly from OEM shop manuals **must** be of sufficient quality to allow printing of the entire diagram or a portion of the diagram, enlarged by a factor of ten. Printed diagrams **must** be of high quality with sufficient detail to allow the follow-on production of clear legible photocopies.

#### **4.2.5 Maintenance Schedules.**

For normal and severe (AIS only) service they **must**:

- a. List the general service procedures required at specific mileages; and
- b. Provide warnings and cautions on conditions that could result in personal injury, or equipment damage.

#### **4.2.6 Service/Repair/Component Test Procedures.**

The database **must** contain comprehensive (size in excess of 60,000 articles) and accurate information on all areas of vehicle repair. The technical data **must** be detailed, up-to-date and have the following features:

- a. Be easy to navigate through;
- b. consistent for all vehicles, regardless of manufacturer;
- c. Arranged in a logical system /sub-system / component hierarchy to expedite repairs;
- d. Include both text and illustrations; and
- e. Be viewed together or easily accessed by switching between the text and the image.

#### **4.2.7 AIS Only - Parts and Labour Estimating Guide.**

The Guide **must** display:

- a. Factory (OEM) part numbers;
- b. Suggested retail parts prices;
- c. Researched labour times; and

The program **must** also allow for user inputted labour rates and allow parts and labour to be estimated separately. To make the estimating function easy to learn and consistent with the rest of the database, the information contained in the Parts and Labour Estimating Guide **must** be organized using the same component hierarchy as the Service Repair data described in sub-paragraph 4.2.6 above.

- 4.2.8 All of the above paragraphs, 4.2.2 to 4.2.7, **must** be printable either separately or grouped.

## 5.0 PROGRAM FEATURES

The program **must** include the following features:

- a. A Help Function that is available at all times and at all levels within the system to provide function specific help on the various program topics;
- b. A Search Feature that allow for quick extraction of information related to the current maintenance task;
- c. An article recall or history feature, allowing for quick access of the last 10 or more previously accessed articles; and
- d. An on-line training section through a centralized portal to access support and training resources.

## 6.0 TECHNICAL MANAGEMENT SUPPORT

### 6.1 Product Support/ Customer Services.

Toll-free product support phone service **must** be provided during normal working hours throughout the term of the contract. The bidder **must** specify the normal working hours during which this service is available. This product support service **must** be capable of providing answers to all technical, repair information, hardware/software questions and other inquiries concerning the program.

### 6.2 Information update.

The maintenance data including all technical bulletins, warranty notices, safety related recalls and parts/labour estimating guide **must** be updated as a minimum, monthly with no user interaction required.

## 7.0 ELECTRONIC OPERATING ENVIRONMENT

The standard DND workstation consists of the following minimum specifications and both information systems **must** be able to operate through Internet Explorer 11:

Microsoft Windows 7 (32 bit environment).  
Processor: Intel Pentium 4  
Hard drive: 100 gigabyte  
Memory: 2 GB RAM  
Web Browser  
Firefox  
Chrome  
Video: SVGA

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## Appendix 1 – Technical Evaluation Matrix

Appendix 1

Annex A

W8486-207209

May 2020



**NOTICE**

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

**AVIS**

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

## TECHNICAL INFORMATION QUESTIONNAIRE

FOR

## AUTOMOTIVE REPAIR AND ESTIMATING INFORMATION SYSTEM

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**OPI DSVPM 4 – DAPVS 4**

Issued on Authority of the Chief of the Defence Staff  
Publiée avec l'autorisation du chef d'état-major de la Défense

**TECHNICAL INFORMATION QUESTIONNAIRE**

**FOR**

**AUTOMOTIVE REPAIR AND ESTIMATING INFORMATION SYSTEM**

This questionnaire covers technical information, which **must** be provided for evaluation of the Offeror's capabilities to provide Automotive Repair and Estimating Information System.

Where the specification paragraphs below indicate "Substantial Information", the "Substantial Information" **must** be provided for each requirement.

Offerors should indicate the requested information and indicate the document name/title and page number where the Substantial Information can be found.

**OFFEROR INFORMATION**

**Offeror Name:** \_\_\_\_\_

**Proposal Date:** \_\_\_\_\_

## TECHNICAL INFORMATION QUESTIONNAIRE

### PURCHASE DESCRIPTION PARAGRAPHS

**4.2 Information Substantial Information** - To demonstrate adherence to coverage requirements as specified in the purchase description, the Offeror **must** provide information as detailed in the following:

Section	Found in Document Name/Title	Page Number
4.2		

**4.2.1 Coverage Substantial Information** - To demonstrate coverage cart requirements, the Offeror **must** provide information as detailed in the following:

Section	Found in Document Name/Title	Page Number
4.2.1		

**4.2.8 Printability Substantial Information** - To demonstrate printability requirements, the Offeror **must** provide information as detailed in the following:

Section	Found in Document Name/Title	Page Number
4.2.8		

**5.0 Features Substantial Information** - To demonstrate feature requirements, the Offeror **must** provide information as detailed in the following:

Section	Found in Document Name/Title	Page Number
5.0.a		
5.0.b		

### ANNEX "B" - BASIS OF PAYMENT

**Bidder must complete the Basis of Payment in accordance with the following:**

1. **PRICING** must be firm all-inclusive pricing. Prices **MUST** include **ALL** costs (software licence, configuration, warranty, online training, equipment, delivery, support & maintenance and other) associated with providing the Goods and Services in accordance with the Requirement at Annex A.
2. HST/GST, if applicable, is to be shown as a separate item on the resulting invoice.
3. Bidder must provide Firm All Inclusive Unit Prices requested. Failure to do so will render the bid nonresponsive without further consideration.
4. If you are offering **an entity licence**, you only have to complete the Total Bid Price (TBP) Calculation Table.

<b>Initial Contract Period: Jan 1 2021 - Dec 31 2021</b>				
Item No.	Software Solution Deliverables	Qty.	Firm All Inclusive Unit Price	Extended Price
1	Online Class 4-8 Repair Information and Diagnostics	47	\$	\$
2	Online Class 1-3 service info & Labor guide	47	\$	\$
<b>Sub-Total for Initial Contract Period</b>				\$
Applicable Taxes (NOT part of evaluation)				\$
<b>Total for Initial Contract Period</b>				\$

<b>Option Year 1: Jan 1 2022 - Dec 31 2022</b>				
Item No.	Software Solution Deliverables	Qty.	Firm All Inclusive Unit Price	Extended Price
1	Online Class 4-8 Repair Information and Diagnostics	47	\$	\$
2	Online Class 1-3 service info & Labor guide	47	\$	\$
<b>Sub-Total for Option Year 1</b>				\$
Applicable Taxes (NOT part of evaluation)				\$
<b>Total for Option Year 1</b>				\$

<b>Option Year 2: Jan 1 2023 - Dec 31 2023</b>				
Item No.	Software Solution Deliverables	Qty.	Firm All Inclusive Unit Price	Extended Price
1	Online Class 4-8 Repair Information and Diagnostics	47	\$	\$
2	Online Class 1-3 service info & Labor guide	47	\$	\$
<b>Sub-Total for Option Year 2</b>				\$
Applicable Taxes (NOT part of evaluation)				\$
<b>Total for Option Year 2</b>				\$

<b>Option Year 3: Jan 1 2024 - Dec 31 2024</b>				
Item No.	Software Solution Deliverables	Qty.	Firm All Inclusive Unit Price	Extended Price
1	Online Class 4-8 Repair Information and Diagnostics	47	\$	\$
2	Online Class 1-3 service info & Labor guide	47	\$	\$
<b>Sub-Total for Option Year 3</b>				\$
Applicable Taxes (NOT part of evaluation)				\$
<b>Total for Option Year 3</b>				\$

<b>Option Year 4: Jan 1 2025 - Dec 31 2025</b>				
Item No.	Software Solution Deliverables	Qty.	Firm All Inclusive Unit Price	Extended Price
1	Online Class 4-8 Repair Information and Diagnostics	47	\$	\$
2	Online Class 1-3 service info & Labor guide	47	\$	\$
<b>Sub-Total for Option Year 4</b>				\$
Applicable Taxes (NOT part of evaluation)				\$
<b>Total for Option Year 4</b>				\$

Solicitation No. - N° de l'invitation  
W8486-207209/A  
Client Ref. No. - N° de réf. du client  
W8486-207209

Amd. No. - N° de la modif.  
File No. - N° du dossier  
DLP5-2-2-1.W8486-207209

Buyer ID - Id de l'acheteur  
DLP 5-2-2-1  
CCC No./N° CCC - FMS No./N° VME

<b>Total Bid Price (TBP) Calculation Table</b>		
<b>Item No.</b>	<b>Contract Period</b>	<b>All Inclusive Firm Price</b>
1	Sub-Total for Initial Contract Period	\$
2	Sub-Total for Option Year 1	\$
3	Sub-Total for Option Year 2	\$
4	Sub-Total for Option Year 3	\$
5	Sub-Total for Option Year 4	\$
	<b>Total Bid Price (TBP)</b>	\$
	Total Applicable Taxes (NOT part of evaluation)	\$
	<b>Total</b>	\$

Solicitation No. - N° de l'invitation  
W8486-207209/A  
Client Ref. No. - N° de réf. du client  
W8486-207209

Amd. No. - N° de la modif.  
File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
DLP 5-2-2-1  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

**ANNEX "D" - FORM**

**FORM 1**

**Form 1 - Software Publisher Certification Form**  
(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[bidders should add or remove lines as needed]*

Authorized company representative:

\_\_\_\_\_  
NAME and TITLE

\_\_\_\_\_  
SIGNATURE DATE

Note: "Software Publisher" means the owner of the copyright in any software included in the Contract, who has the right to license (and authorize others to license/sub-license) its software products.

**FORM 2**

**Form 3 - Software Publisher Authorization Form**  
(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below.

This authorization applies to the following software products:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[bidders should add or remove lines as needed]*

Name of Software Publisher (SP) \_\_\_\_\_

Signature of authorized signatory of SP \_\_\_\_\_

Print Name of authorized signatory of SP \_\_\_\_\_

Print Title of authorized signatory of SP \_\_\_\_\_

Solicitation No. - N° de l'invitation

W8486-207209/A

Client Ref. No. - N° de réf. du client

W8486-207209

Amd. No. - N° de la modif.

File No. - N° du dossier

DLP5-2-2-1.W8486-207209

Buyer ID - Id de l'acheteur

DLP 5-2-2-1

CCC No./N° CCC - FMS No./N° VME

Address for authorized signatory of SP \_\_\_\_\_

Telephone no. for authorized signatory of SP \_\_\_\_\_

Fax no. for authorized signatory of SP \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_