



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC / Réception des soumissions -  
TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Airframes / Aero Engines R&O Division / Division de la  
réparation de la révision des cellules et des moteurs

11 Laurier St. / 11, rue Laurier

8C1, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> MSEA Reparation et Revision MSEA Reparation et Revision	
<b>Solicitation No. - N° de l'invitation</b> W8485-19SJ01/D	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> W8485-19SJ01	<b>Date</b> 2021-03-04
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BF-143-28140	
<b>File No. - N° de dossier</b> 143bf.W8485-19SJ01	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-04-14</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dufour, Marisol	<b>Buyer Id - Id de l'acheteur</b> 143bf
<b>Telephone No. - N° de téléphone</b> (343) 553-2275 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> -See herein-  Department of National Defence ADM (MAT) ON Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation  
W8485-19SJ01/D  
Client Ref. No. - N° de réf. du client  
W8485-19SJ01

Amd. No. - N° de la modif.  
File No. - N° du dossier  
143bfW8485-19SJ01

Buyer ID - Id de l'acheteur  
143bf  
CCC No./N° CCC - FMS No./N° VME

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**W8485-19SJ01/D**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**REPAIR, OVERHAUL AND IN-SERVICE SUPPORT OF  
AIRCRAFT MAINTENANCE SUPPORT EQUIPMENT  
(AMSE)**

## **AMENDMENT 1**

The Amendment 1 to this modify the Notice of Proposed Procurement (NPP) in Buy&Sell and the Request for Proposal (RFP) with regards to instructions to obtain the Technical Data Package (TDP). The TDP must be requested directly to the Contracting Authority by email and not via Epost Connect:

### **In the NPP:**

#### **Delete this paragraph:**

Note: To obtain a copy of the Technical Data Package (TDP), interested suppliers must request the TDP to the Contracting Authority using e-Post Connect. See additional instructions in the Request for Proposal.

#### **Replace by this paragraph:**

Note: To obtain a copy of the Technical Data Package (TDP), interested suppliers must request the TDP directly to the Contracting Authority email address. See additional instructions in the Request for Proposal.

### **In the RFP:**

#### **Delete 1.4 Technical Data Package**

Submission of the signed Non-Disclosure Agreement (NDA) and the Controlled Goods Program registration number are conditions precedent to receiving the Technical Data Package (TDP).

To obtain a copy of the TDP, interested suppliers must request access to the TDP to the Contracting Authority identified in Section 7.9 "Authorities" using e-post Connect. They must provide their Controlled Goods Registration Number and the completed NDA form in Annex G signed by the Company Senior Official.

#### **Replace by 1.4 Technical Data Package**

Submission of the signed Non-Disclosure Agreement (NDA) and the Controlled Goods Program registration number are conditions precedent to receiving the Technical Data Package (TDP).

To obtain a copy of the TDP, interested suppliers must request the TDP directly to the Contracting Authority email address identified in Section 7.9 "Authorities". They must provide their Controlled Goods Registration Number and the completed NDA form in Annex G signed by the Company Senior Official.

- END OF MODIFICATIONS -

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**Note to Bidders:** Third Party Contracts, Canada has engaged the assistance of the following Third Party Contractors in the preparation of the bid solicitation. As such, these Contractors are not permitted to bid, either by themselves, as part of a joint venture or as a sub-contractor to a Bidder: ACF Associates Inc. and Valcom Consulting Group Inc.

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

The Attachments include:

- Attachment 1A to Part 4 - Simple AMSE, Mandatory Technical Criteria
- Attachment 1B to Part 4 - Simple AMSE, Point Rated Technical Criteria
- Attachment 1C to Part 4 - Simple AMSE, Financial Evaluation Plan
- Attachment 2A to Part 4 - Complex AMSE, Mandatory Technical Criteria
- Attachment 2B to Part 4 - Complex AMSE, Point Rated Technical Criteria
  - Addendum to 2B to Part 4 - Complex AMSE, Professional Engineer Letter of Attestation
- Attachment 2C to Part 4 - Complex AMSE, Financial Evaluation Plan

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Annex A - Performance Work Statement  
Annex B - Basis of Payment  
Annex C - Security Requirements Check List  
Annex D - Performance Management Specification

Annex E - Task Authorization Form (DND 626)  
Annex F - Federal Contractors Program for Employment Equity – Certification  
Annex G - Non-Disclosure Agreement  
Annex H - MAT-001 Monthly Summary Report  
Annex I - MAT-002 Repair and/or Overhaul (R&O) Detail Report  
Annex J - Contractor Certification  
Annex K - DND 2227 Form  
Annex L - LOG-001 Contractor Held Inventory (CHI) Report  
Annex M - LOG-002 Annual Stocktaking Plan  
Annex N - LOG-003 Stocktaking Summary Report

## **1.2 Summary**

- 1.2.1 The Department of National Defence (DND), Director General Aerospace Equipment Program Management (DGAEPM), has a requirement for the sustainment and delivery of Aircraft Maintenance Support Equipment (AMSE) in-service support (ISS) and Repair and/or Overhaul (R&O) services, in support to Royal Canadian Air Force's (RCAF) worldwide operations.
- 1.2.2 The requirement has been divided in two categories, Simple and Complex AMSE, from which this Request for Proposal (RFP) is intended to result in the award of two separate contracts. A Bidder may choose to submit two bids, one for each the Simple and Complex requirement, or submit only one bid for one of the requirements.
- 1.2.3 For each contract, the period is for an initial period of five years, plus two one-year irrevocable option periods allowing Canada to extend the term of the contract.
- 1.2.4 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.5 This bid solicitation is to establish the contracts with a portion of the work against task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.
- 1.2.6 This procurement is subject to the Controlled Goods Program. The Defence Production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).
- 1.2.7 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 -

Resulting Contract Clauses and the Annex titled Federal Contractors Program for Employment Equity - Certification.

- 1.2.8 This bid solicitation allows bidders to use the e-post Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.
- 1.2.9 The Phased Bid Compliance Process applies to this requirement.

### **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 using meeting e-platform in Microsoft Teams.

### **1.4 Technical Data Package**

Submission of the signed Non-Disclosure Agreement (NDA) and the Controlled Goods Program registration number are conditions precedent to receiving the Technical Data Package (TDP).

To obtain a copy of the TDP, interested suppliers must request access to the TDP to the Contracting Authority identified in Section 7.9 "Authorities" using e-post Connect. They must provide their Controlled Goods Registration Number and the completed NDA form in Annex G signed by the Company Senior Official.

### **1.5 Accessibility Requirement**

The Accessibility Requirement for this procurement was assessed and deemed non applicable for this commodity.



## 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, apply to and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### 2.2 Submission of Bids

#### 2.2.1 A Bidder may submit:

- a) One bid only, either for the Simple or for the Complex AMSE requirement; or
- b) Two separate bids: one for the Simple and one for the Complex AMSE requirement.

#### 2.2.2 Delivery and/or Transmission of Bid(s)

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

**Note:** For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC 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 15 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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

If the Bidder chooses to submit its **bid electronically**, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

If the Bidder chooses to submit its **bid in hard copies**, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid: 5 hard copies  
Section II: Financial Bid: 1 hard copy  
Section III: Certifications: 1 hard copy

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

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:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) and/or 8.5 x 14 inch (226 x 356 mm) paper or page size;
- 2) use a numbering system that corresponds to the bid solicitation; and
- 3) Include page numbers for each page of Sections I, II and III.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 4) use paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 5) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## **Section I: Technical Bid**

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria 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.

Failure to provide sufficient substantiation may result in a bid being declared non-responsive.

## **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Financial Evaluation Plan, Attachment 1C and/or 2C to Part 4.

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

If you are willing to accept payment of invoices by Electronic Payment Instruments, identify which ones are accepted. Bidder to select:

- ☐ Direct Deposit (Domestic and International)
- ☐ Electronic Data Interchange (EDI)

If no Electronic Payment Instruments option was selected, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### **3.1.3 Exchange Rate Fluctuation**

*SACC Manual* Clause C3011T (2013-11-06), Exchange Rate Fluctuation, apply to and form part of the Contract.

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### **Section III: Certifications**

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

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## **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) PSPC engages the services of fairness monitors for certain projects as a formal oversight mechanism for obtaining independent validation on the fairness of departmental activities. A Fairness Monitor has been assigned to oversee the procurement process including the evaluation procedures.
- (d) Canada will use the Phased Bid Compliance Process described below.

The Phased Bid Compliance Process will apply only to the Mandatory technical criteria identified by the superscript (<sup>PB</sup>). Mandatory technical criteria not identified by the superscript (<sup>PB</sup>) will not be subject to the Phased Bid Compliance Process.

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

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

- (a) Canada is conducting the Phased Bid Compliance Process (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 Compliance Assessment Report (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.
- (f) 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 Public Works and Government Services.
- (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.

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.

- (d) 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.
- (e) 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.
- (f) 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.

- (g) 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.
- (h) 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 SIMPLE AMSE – Evaluation Plan**

##### **4.1.2.1 Technical Bid Evaluation**

- a) **Mandatory Technical Criteria:** Mandatory technical evaluation criteria are included in Attachment 1A to Part 4.
- b) **Point Rated Technical Criteria:** Point Rated technical evaluation criteria are included in Attachment 1B to Part 4.

##### **4.1.2.2 Financial Bid Evaluation**

- a) For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the financial evaluation plan detailed in Attachment 1C to Part 4. The total amount of applicable taxes must be shown

separately.

- b) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Free On-Board (FOB) destination, Canadian customs duties and excise taxes included.

#### **4.1.3 COMPLEX AMSE – Evaluation Plan**

##### **4.1.3.1 Technical Bid Evaluation**

- a) **Mandatory Technical Criteria:** Mandatory technical evaluation criteria are included in Attachment 2A to Part 4.
- b) **Point Rated Technical Criteria:** Point Rated technical evaluation criteria are included in Attachment 2B to Part 4.

##### **4.1.3.2 Financial Bid Evaluation**

- a) For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the financial evaluation plan detailed in Attachment 2C to Part 4. The total amount of applicable taxes must be shown separately.
- b) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Free On-Board (FOB) destination, Canadian customs duties and excise taxes included.

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

##### **4.2.1 Basis of Selection - Lowest Price Per Point**

- a) To be declared responsive, a bid for the **Simple** AMSE must:
  - i) comply with all the requirements of the bid solicitation;
  - ii) meet all mandatory technical evaluation criteria; and
  - iii) obtain the required minimum of 150 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 325 points;
  - iv) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.
- b) To be declared responsive, a bid for the **Complex** AMSE must:
  - i) comply with all the requirements of the bid solicitation;

- ii) meet all mandatory technical evaluation criteria; and
- iii) obtain the required minimum of 210 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 450 points;
- iv) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

**4.2.2** The bid submitted for each requirement, Simple and/or Complex, will be evaluated separately. Canada intends to award two (2) contracts with the lowest price per point, one for the Simple AMSE and the other for the Complex AMSE requirement.

**4.2.3** In the event two or more responsive bids have the same lowest evaluated price per points for the same requirement (Simple or Complex AMSE), the proposal with the lowest Technical Support Services - R&O hourly rate will be recommended for award of a contract.

**ATTACHMENT 1A to PART 4,  
SIMPLE AMSE,  
MANDATORY TECHNICAL CRITERIA**

**1.0 Simple AMSE - Mandatory Technical Criteria**

- 1.1 The bid must meet the mandatory technical criteria specified below. For each criterion, the Bidder must provide the necessary information and documentation to substantiate compliance.
- 1.2 Bidders must provide complete details as to where, when, month and year, and how, through which activities, responsibilities, the stated qualifications and experience were obtained.
- 1.3 Besides providing substantiation for compliancy, pertinent cross reference page(s) and paragraph(s) in the bid must be indicated beside each of the specified mandatory technical criteria.

*(Attachment 1A to be issued separately)*

**ATTACHMENT 1B to PART 4,  
SIMPLE AMSE,  
POINT RATED TECHNICAL CRITERIA**

**2.0 Simple AMSE - Point Rated Technical Criteria**

- 2.1 Bids that meet all the Mandatory Technical Criteria will be evaluated and scored as specified in the tables inserted below.
- 2.2 Each point rated technical criterion will be addressed separately.
- 2.3 Bidders must provide complete details as to where, when, day, month and year, and how, through which activities, responsibilities, the stated qualifications and experience were obtained.
- 2.4 Point-rated technical criteria not addressed will be given a score of zero.

*(Attachment 1B to be issued separately)*



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**ATTACHMENT 1C to PART 4,  
SIMPLE AMSE,  
FINANCIAL EVALUATION CRITERIA**

*(Attachment 1C to be issued separately)*

**ATTACHMENT 2A to PART 4,  
COMPLEX AMSE,  
MANDATORY TECHNICAL CRITERIA**

**1.0 Complex AMSE - Mandatory Technical Criteria**

- 1.1 The bid must meet the mandatory technical criteria specified below. For each criterion, the Bidder must provide the necessary information and documentation to substantiate compliance.
- 1.2 Bidders must provide complete details as to where, when, day, month and year, and how, through which activities, responsibilities, the stated qualifications and experience were obtained.
- 1.3 Besides providing substantiation for compliancy, pertinent cross reference page(s) and paragraph(s) in the bid must be indicated beside each of the specified mandatory technical criteria.

*(Attachment 2A to be issued separately)*

**ATTACHMENT 2B to PART 4,  
COMPLEX AMSE,  
POINT RATED TECHNICAL CRITERIA**

**2.0 Complex AMSE - Point Rated Technical Criteria**

- 2.1 Bids that meet all the Mandatory Technical Criteria will be evaluated and scored as specified in the tables inserted below.
- 2.2 Each point rated technical criterion will be addressed separately.
- 2.3 Bidders must provide complete details as to where, when, day, month and year, and how, through which activities, responsibilities, the stated qualifications and experience were obtained.
- 2.4 Point-rated technical criteria not addressed will be given a score of zero.

*(Attachment 2B to be issued separately)*

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**ADDENDUM to ATTACHMENT 2B to Part 4,  
COMPLEX AMSE, PROFESSIONAL ENGINEER LETTER OF ATTESTATION**

*(Addendum to Attachment 2B to be issued separately)*

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**ATTACHMENT 2C to PART 4,  
COMPLEX AMSE,  
FINANCIAL EVALUATION PLAN**

*(Attachment 2C to be issued separately)*

## **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 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 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the

Employment and Social Development Canada (ESDC) - Labour's website  
(<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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

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

### **5.2.3 Non-Disclosure Agreement**

The Bidder must provide the Contracting Authority with the Non-Disclosure Agreement (NDA) in Annex G signed by the Company Senior Official before they are given access to information by or on behalf of Canada in connection with the Work.

## **PART 6 - SECURITY AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

1. **At the date of bid closing**, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 Controlled Goods Requirement**

*SACC Manual* clause [A9130T](#) (2019-11-28) Controlled Goods Program - Bid, apply to and form part of the Contract.



## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Performance Work Statement**

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

### **7.2 Performance Management Specification**

Canada will manage and monitor the Contract activities in accordance with the Performance Management Specification at Annex D.

### **7.3 Task Authorization or DND 626**

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 (DND 626). The Work described in the DND 626 must be in accordance with the scope of the Contract.

#### **7.3.1 Task Authorization Process:**

- a) The Contractor will receive a task statement of work (SOW) from the R&O Coordination Email Account (ROCEA), and must confirm receipt within one (1) business day.
- b) The SOW 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.
- c) Within ten (10) business days of its receipt, the Contractor must provide Canada with the proposed total estimated cost for performing the task and a breakdown of that cost in accordance with PM-006 in Appendix 4, and based on the Basis of Payment of the Contract.
- d) If Canada is satisfied with the estimate, the Contractor will receive a Task Authorization form (DND 626) duly signed by the Procurement or Contracting Authority, depending on the value.
- e) The Contractor must not commence work until a signed (authorized) Task Authorization has been received by the Contractor. The Contractor acknowledges that any work performed outside the timeframe specified in the authorized DND 626 will be done at the Contractor's own risk.
- f) No Task Authorizations may be issued after the end date of the contract.

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

The administration of the Task Authorization process will be carried out by the Procurement Authority identified in Section 7.9 Authorities. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

### **7.3.3 Task Authorization Limit**

The Procurement Authority may authorize individual task authorizations up to a limit of \$25,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

## **7.4 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.

### **7.4.1 General Conditions**

*SACC Manual* clause 2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **7.4.2 Supplemental General Condition**

*SACC Manual* clause 4012 (2012-07-16), Goods - Higher Complexity, apply to and form part of the Contract.

## **7.5 List of NATO Stock Numbers**

**7.5.1** The Contractor will be provided with a unique list of AMSE equipment in Appendix 1 identified by NATO Stock Numbers (NSNs) that may require repair under this contract.

**7.5.2** Any changes to the Appendix 1 – List of NSNs may be requested by the Technical Authority, Contracting Authority or the Contractor. The List of NSNs will be version controlled and distributed to all parties when a new version is generated and approved.

**7.5.3** A new version of the List of NSNs becomes effective upon written concurrence of the Contractor and Contracting Authority and will not require an immediate contract amendment to be binding, although Appendix 1 will be updated during subsequent amendment(s) as required.

## 7.6 Non-Disclosure Agreement

The Bidder must provide the Contracting Authority with the Non-Disclosure Agreement (NDA) in Annex G signed by the Company Senior Official before they are given access to information by or on behalf of Canada in connection with the Work.

## 7.7 Security Requirements

7.7.1 The following security requirements apply to and form part of the Contract:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C.
  - b) *Industrial Security Manual* (Latest Edition).

7.7.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

## 7.8 Term of Contract

### 7.8.1 Period of the Contract (dates to be inserted in resulting contract)

The period of the Contract is from Contract date to five (5) years later inclusive.

### 7.8.2 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-year period 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 12 months 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.

## **7.9 Authorities**

### **7.9.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Marisol Dufour  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada  
Directorate: Aerospace Equipment Program Directorate (AEPD)  
Address: 11 Laurier Street, Portage III, Gatineau QC K1A 0S5  
E-mail address: [Marisol.Dufour@tpsgc-pwgsc.gc.ca](mailto:Marisol.Dufour@tpsgc-pwgsc.gc.ca)  
Telephone: 819-420-2015

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

### **7.9.2 Procurement Authority**

The Procurement Authority for the Contract is: [\(to be completed in resulting contract\)](#)

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

### **7.9.3 Technical Authority**

The Technical Authority for the Contract is: [\(to be completed in resulting contract\)](#)

Name:  
Title:

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

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.

#### **7.9.4 Contractor's Representative**

The Contractor Representative for the Contract is: [\(to be completed in resulting contract\)](#)

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

#### **7.10 AMSE R&O Coordination Email Account (ROCEA)**

- a) The Contractor must use the R&O Coordination Email Account (ROCEA) exclusively for the duration and execution of this Contract: [AMSERepairOverhaul-ReparationRevisionDPEAGAE@forces.gc.ca](mailto:AMSERepairOverhaul-ReparationRevisionDPEAGAE@forces.gc.ca)
- b) Unless otherwise stipulated in the Contract, the Contractor must use the ROCEA as the primary point of contact for all work-related correspondence with the Procurement and Technical Authorities and with other government representatives.
- c) The Contractor must use the Contracting Authority's email address from the 7.9 Authorities section for Contract-related correspondence and ensure that the ROCEA is carbon copied when appropriate.
- d) In the event that this mailbox can't be accessed or a special circumstance commands it, the Contractor may exceptionally correspond using the appropriate email addresses in the 7.9 Authorities section.
- e) The ROCEA is a shared mailbox that is unique to this contract for communication purposes only. It is not a person nor does it constitute an approval process.

#### **7.11 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: 2019-01 of the Treasury Board Secretariat of Canada.

## **7.12 Payment**

### **7.12.1 Basis of Payment**

In consideration of the Contractor satisfactorily delivering and performing the Work under the Contract, the Contractor will be paid its cost reasonably and properly incurred in accordance with the Basis of Payment in Annex B.

### **7.12.2 Limitation of Expenditure – Task Authorization**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization, as determined in accordance with the Basis of Payment in Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### **7.12.3 Limitation of Expenditure - Contract**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (to be completed in resulting contract). 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.

#### **7.12.4 Method of Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract 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;
- c. the Work performed has been accepted by Canada.

**7.12.5** SACC *Manual* Clauses C0307C (2014-06-26) – Cost Submission – Repair and Overhaul, apply to and form part of the Contract.

**7.12.6** SACC *Manual* Clause L5001C (2020-05-28) Government Property, apply to and form part of the Contract.

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

(Bidder's selected option in section 3.1.2 Electronic Payment – Bid will be reflected in the resulting Contract)

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

- Direct Deposit (Domestic and International); and/or
- Electronic Data Interchange (EDI).

OR

The Bidder accepts to be paid using a different method of Payment other than Direct Deposit (Domestic and International) or Electronic Data Interchange.

#### **7.12.8 Time Verification**

SACC *Manual* Clause C0711C (2008-05-12), Time Verification, apply to and form part of the Contract.

#### **7.12.9 Travel and Living Expenses**

1. The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal

and private vehicle expenses provided in Appendices B, C and D of *the National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

- a. All travel must have the prior written approval of the Technical Authority and be finalized by an authorized DND 626; and
  - b. All payments are subject to government audit.
2. Sub-section 1 of Travel & Living Expenses above applies to travelling expenses required to perform Technical Review Meetings (TRM), Progress Review Meetings (PRM), Training and Mobile Repair Party (MRP) under the Performance Work Statement (PWS).
- a. The Contractor is responsible for their own travel & living arrangements when a TRM and/or PRM is held in the National Capital Region or other location requested by the Technical Authority.
  - b. The Contractor is responsible for all travel & living arrangements related to MRP.
    - b.1 When the Contractor wishes to utilize Canada's lodging facilities in the performance of the work during a MRP, the Technical Authority will, upon request, email the Contractor with approval and information concerning the rates and availability of these facilities.
3. When Canada's representatives attend the Contractor's venue for TRM and/or PRM, meeting rooms must be provided and arranged by the Contractor. These cost are **not** reimbursable.

#### 7.12.10 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. For an item with an agreed-to completion date, in reference to Performance Key Indicator KPI 1 and PI 1 in Annex D: If the Contractor completes the authorized work in advance of the last agreed-to completion date, only an invoice on or after the last agreed-to completion date will be accepted.
3. Supporting documents required for each invoices:
  - a. A updated copy of the Monthly Summary Report (Annex H and CDRL MAT-001) and the Repair & Overhaul Detail Report (CDRL MAT-002), pertaining to the month invoiced;
  - b. A copy of report if/when applicable such as, but limited to, Engineering report (CDRL ES-001), pertaining to the month invoiced;



- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
- d. Written approval for Third Party Shipping, if applicable.

4. Information required for each invoices:

- a. A breakdown of the work invoiced as per the Basis of Payment categories, as applicable:
  - R&O - Preliminary Inspection and Estimate Preparation Services
  - R&O - Technical Support Services
  - R&O - Engineering Support Services
  - TIES Technical Support Services
  - TIES Engineering Support Services
  - Management Support Services
  - Subcontracting Services, showing breakdown for labour rates, shipping cost and laid-down costs of materiel
  - Contractor Furnished Materiel (CFM)
  - Third Party Shipping Services
  - Travel & Living details
- b. For each monthly invoice, the Subject line in the email must state "Invoice number, Month invoiced, Contract number, followed by additional information if required.  
Example: Subject: Invoice #001, July 2020, W8485-19SJ01, DND626 45001569856

5. Information required for each invoices:

- a. The original must be submitted electronically to the Contracting Authority and carbon-copied (cc) the AMSE R&O Coordination Email Account (ROCEA) identified under the section 7.9 Authorities of the Contract.
- b. In the event that the ROCEA mailbox can't be accessed or an exceptional circumstance commands it, the Contracting or Procurement Authority may request a hardcopy to be mailed to the appropriate address in the 7.9 Authorities section.
- c. Individual e-mails exceeding five (5) megabytes, or those that include other factors such as embedded macros and/or links, may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Contractor.
- d. Larger invoices may be submitted through more than one e-mail. It is the Contractor's responsibility to ensure that the entire invoice was received; and

- e. The Contractor should not assume that all documents have been received unless an email from the Contracting Authority or the ROCEA confirms the receipt of each document.

## **7.13 Certifications and Additional Information**

### **7.13.1 Compliance**

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

### **7.13.2 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.

## **7.14 Definition of Government Fiscal year**

The Government of Canada Fiscal Year runs from April 1 to March 31.

## **7.15 Applicable Laws**

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

## **7.16 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 supplementary general condition 4012 (2012-07-16), Goods - Higher Complexity;
- (c) the general conditions 2035 (2020-05-28) Higher Complexity – Services;
- (d) Annex A, Performance Work Statement;
- (e) Annex D, Performance Management specification;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Security Requirements Check List;
- (h) Annex E, the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated \_\_\_\_\_ (*to be completed in resulting Contract*), as clarified/amended on \_\_\_\_\_ (*to be completed in resulting Contract, if applicable*).

## **7.17 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)**

(The resulting contract will retain either clause A2000C or A2001C, depending on whether it is a Canadian or Foreign Contractor)

*SACC Manual* clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor), apply to and form part of the Contract.

*OR*

*SACC Manual* clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor), apply to and form part of the Contract.

## **7.18 Controlled Goods**

*SACC Manual* clause B4060C (2011-05-16), Controlled Goods, apply to and form part of the Contract.

## **7.19 Controlled Goods Program**

*SACC Manual* clause A9131C (2014-11-27), Controlled Goods Program - Contract, apply to and form part of the Contract.

## **7.20 Discretionary Audit**

*SACC Manual* clause C0705C (2010-01-11) Discretionary Audit

## **7.21 Insurance**

*SACC Manual* clause G1005C (2016-01-28) Insurance - No Specific Requirement.

## **7.22 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

## **7.23 Canada Purchase of Excess Contractor Furnished Materiel (CFM)**

At the end of the contract, and to the extent the parties can come to terms:

1. Canada may buy excess items of Contractor Furnished Materiel (CFM) from the Contractor, if they meet the following conditions:
  - (a) The item(s) physically exist, are serviceable and moveable;
  - (b) The Contractor has objective evidence of the price paid;
  - (c) The item(s) were procured specifically in support of the Repair and/or Overhaul activities against this contract being fully or partially terminated and are now in excess to requirement because of that termination;
  - (d) It was reasonable for the Contractor to have bought the item(s) in the magnitude purchased at the time they were ordered;
  - (e) The item(s) cannot be sold back to the supplier or be readily disposed of in the open market at a reasonable price; and
  - (f) The Contractor cannot use the item(s) for any other program (either firm or prospective).

In addition, if all the above conditions are met:

- (g) Canada may pay reasonable direct costs associated with the purchase of the excess materiel, such as providing the technical data required for cataloguing, packing, shipping, and storage.
2. For CFM bought by Canada, refer to the Basis of Payment.

## **7.24 Shipping Instructions**

### **7.24.1 Shipping SACC Clause**

(The resulting contract will retain either clause D0035C or D0037C in full text, depending on whether the contractor is Canadian-based or Foreign-based)

*SACC Manual* Clause D0035C (2020-07-01) - Shipping instructions (Department of National Defence): Foreign-based contractors;

**OR**

*SACC Manual* Clause D0037C (2016-01-28) - Shipping instructions (Department of National Defence): Canadian-based contractors.

### **7.24.2 Third Party Shipping**

Canada reserves the right to request shipping by third parties, through the Contractor, when an urgent requirement or an exceptional circumstance commands it. Written approval must be obtained from the Contracting Authority prior to executing the shipping action. The shipping details and destination will be provided at that time. Approved third party shipping are payable by Canada as per the Basis of Payment.

## 7.25 Preparation for Delivery

(The resulting contract will retain either clause D3013C or D3019C in full text, depending on whether the contractor is Canadian-based or Foreign-based)

SACC Manual Clause D3013C (2007-11-30) - Preparation for Delivery – Canadian-based Contractor;

OR

SACC Manual Clause D3019C (2007-11-30) - Preparation for Delivery – United States-based Contractor.

## 7.26 Release Documents

(The resulting contract will retain either clause D5604C, D5605C or D5606C, depending on whether the contractor is Canadian-based, United States-based or Foreign-based)

SACC Manual Clause D5606C (2017-11-28) - Release documents (DND) – Canadian-based Contractor;

OR

SACC Manual Clause D5605C (2010-01-11) - Release documents (DND) – United States-based Contractor;

OR

SACC Manual Clause D5604C (2008-12-12) - Release documents (DND) – Foreign-based Contractor.

## 7.27 SACC Manual clauses

The following SACC Manual clauses apply to and form part of the Contract:

A9006C (2012-07-16) - Defence Contract

A9019C (2011-05-16) - Hazardous Waste Disposal

A9062C (2011-05-16) - Canadian Forces Site Regulations

B1501C (2018-06-21) - Electrical Equipment

B7500C (2006-06-16) - Excess Goods

B9028C (2007-05-25) - Access to Facilities and Equipment

D2001C (2007-01-30) - Labelling

D3015C (2014-09-25) - Dangerous Goods / Hazardous Products – Labelling & Packaging Compliance

D6010C (2007-11-30) - Palletization

D5540C (2019-05-30) - ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)

D5545C (2019-05-30) - ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code C)

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**ANNEX A,  
PERFORMANCE WORK STATEMENT**

(To be issued in a separate document)

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**ANNEX B,  
BASIS OF PAYMENT**

(To be issued in a separate document)

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**ANNEX C,  
SECURITY REQUIREMENTS CHECK LIST**

(To be issued in a separate document)



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**ANNEX D,  
PERFORMANCE MANAGEMENT SPECIFICATION**

(To be issued in a separate document)

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**ANNEX E,  
TASK AUTHORIZATION FORM (DND 626)**

(To be issued in a separate document)

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**ANNEX F,  
FEDERAL CONTRACTOR PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

(To be issued in a separate document)

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**ANNEX G,  
NON-DISCLOSURE AGREEMENT**

(To be issued in a separate document)

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**ANNEX H,  
MAT-001 MONTHLY SUMMRY REPORT**

(To be issued in a separate document)

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**ANNEX I,  
MAT-002 Repair and/or Overhaul (R&O) Detail Report**

(To be issued in a separate document)

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**ANNEX J,  
CONTRACTOR CERTIFICATION**

(To be issued in a separate document)

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**ANNEX K,  
DND 2227 FORM**

(To be issued in a separate document)



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**ANNEX L,  
LOG-001 Contractor Held Inventory (CHI) Report**

(To be issued in a separate document)

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**ANNEX M,  
LOG-002 Annual Stocktaking Plan**

(To be issued in a separate document)

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**ANNEX N,  
LOG-003 Stocktaking Summary Report**

(To be issued in a separate document)