

### National Defence

### Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving – PWGSC / Réception des soumissions – TPSGC

Via ePost / Postel

Facsimile: 819-997-9776

### Proposal To: National Defence Canada

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

#### Proposition à : Défense nationale Canada

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

Solicitation	Closes –	L'invitation	prend fin

 $At - \dot{a}: 1400 \text{ hours / heures EDT}$ 

On - le: August 18 2021 / 18 aout 2021

Title/Titre:	Solicitation No – N° de l'invitation
SHAFTS, RUDDER / AXE,GOUVERNAIL DE DIRECTION	W8482-229033/A
Date of Solicitation – Date de l'invitation	
2021/07/19	
Address Enquiries to – Adresser toutes ques	tions à
Katerina Drescher DMARP 4-3-4-5 Katerina.Drescher@forces.gc.ca	
Telephone No. – Nº de téléphone	FAX No – Nº de fax
Destination	
Specified Herein / Précisé dans le présentes	
Instructions:	

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

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

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison soo	ciale et adresse du fournisseur
Name and title of person authorized to s print) - Nom et titre de la personne auto (caractère d'imprimerie)	()1
Name/Nom	Title/Titre
Signature	Date



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# **PART 1 - GENERAL INFORMATION**

# 1.1 Security Requirements

There is no security requirement applicable to the Contract.

### 1.2 Statement of Work

The Work to be performed is detailed under Annex A 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.

## 1.4 Trade Agreements

The requirement is subject to the provisions of the following trade agreements: Canadian Free Trade Agreement.

### 1.5 Canadian Content

The requirement is subject to a preference for Canadian goods.

### 1.6 epost Connect service

This bid solicitation allows bidders to use the epost 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.

### **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification:

a. Section 02, Procurement Business Number is deleted in its entirety.

## 2.1.1 SACC Manual Clauses

B1000T (2014-06-26), Condition of Material – Bid

Buyer ID - Id de l'acheteur 25C CCC No./N° CCC - FMS No./N° VME

# 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 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

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.

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

# 2.4 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.

# 2.5 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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.

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# **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

Section IV: Additional Information

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.

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

### 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.

### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

#### Section III: Certifications

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

# 3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "E" 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

- 1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form <a href="PWGSC-TPSGC 450">PWGSC-TPSGC 450</a>, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
- 2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

- 3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
- 4. At time of bidding, the Bidder must complete columns (1) to (4) on form <a href="PWGSC-TPSGC 450">PWGSC-TPSGC 450</a>, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
- 5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

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

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### 4.1.1 Technical Evaluation

# 4.1.1.1 Mandatory Technical Criteria

- a) Bidders must indicate the Part Number and the NSCM/NCAGE they are offering.
- b) Bidders proposing an Equivalent or Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE they are offering.

### 4.1.1.2 Equivalent Products - Bid

- a) This bid solicitation includes requirements to propose equipment (each, a Line Item) that has been specified by a part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada.
- b) Where equipment has been described in this bid solicitation by part number and more than one part number is listed as associated with a single Line Item, equivalency will be assessed against the first part number, referred to as the Item of Supply. Other part numbers listed under that Line Item will be considered to meet the requirement without requiring an assessment as an equivalent product.

c) Proposed equipment that is a replacement part number (superseded or obsolete) from the Original Equipment Manufacturer of the Item of Supply listed under a Line Item must be assessed as an equivalent product under this Article, in order to be considered to meet the requirement.

- If a bidder intends to propose a part as an equivalent to a required Item of Supply, and it has or is able to obtain complete specifications for the Item of Supply, it must provide to Canada in its bid this Item of Supply specification, along with the specification established for its proposed equivalent. Canada may instruct the bidder to use the provided Item of Supply specification, or another specification provided by Canada, for the purposes of demonstrating equivalency. If the Item of Supply specification is provided by Canada to the bidder, it will be made available to all bidders at the same time. During the evaluation period, the bidder must provide to Canada an analysis within seven business days of the request to do so, showing a comparison of the specification of its proposed equivalent part with the Item of Supply specification. The analysis must demonstrate that the proposed equivalent part is equivalent in fit, form, function, quality and performance to the required Item of Supply, that it meets any mandatory performance criteria identified in the solicitation, and that the proposed equivalent is fully compatible, interoperable and interchangeable with existing equipment identified in the bid solicitation. If the analysis submitted by the bidder does not demonstrate to the satisfaction of Canada such requirements, the bid will either be declared non-responsive, or will be subject to further evaluation if sampling is requested by Canada.
- e) It is the responsibility of the Bidder to include all information required to evaluate the proposed equivalent product as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding the product proposed.
- f) The bidder must provide the number of samples of its proposed equivalent part requested by Canada, transportation charges prepaid, and without charge to Canada, within three business days from the date of a request by the Contracting Authority:
  - i. If no specifications for the Item of Supply acceptable to Canada are available for the assessment above, or
  - ii. If, in addition to the evaluation of the analysis submitted under paragraph 1, Canada wishes to perform testing on the proposed equivalent part to make its determination regarding whether the part is equivalent in form, fit, function, quality and performance. Canada also reserves the right to conduct testing regarding other aspects of equivalency, such as durability and interoperability, as compared to the Item of Supply. All tests will be documented by Canada. A sample submitted by a Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the testing does not demonstrate equivalency with respect to the aspects tested by Canada, the bid will be declared non-responsive.
- g) If:
  - i. at least one bid is received proposing an equivalent part,
  - ii. no acceptable specifications of the requested Item of supply are provided by the bidder proposing the equivalent,
  - no acceptable specifications of the requested Item of Supply are available to Canada, and

iv. Canada is unable to test a sample for any reason (including that the Item of Supply being procured is new to use, or its interoperable parts are not available for use in testing).

then.

- v. if there are two (2) or more responsive bids in respect of the Item of Supply (not an equivalent), the evaluation process will be limited to those responsive bids.
- vi. if there are fewer than two (2) responsive bids, Canada will cancel the bid solicitation and then determine next steps, including whether specifications can reasonably be developed for the Item of Supply required by Canada.

#### 4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

Bidders must submit prices in Canadian dollars. Bids submitted in foreign currency will be rejected.

### 4.2 Basis of Selection - Multiple Items

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 on an NSN by NSN basis* will be recommended for award of a contract.

**4.2.1** More than one Contract may be awarded in response to this solicitation.

### 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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

# 5.1.2 Additional Certifications Required with the Bid

#### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids for items with a certification that the item(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the item(s) offered being treated as non-Canadian goods.

Bidders must clearly identify below which items meet the definition of Canadian good and complete the certification below.

The Bidder certifies that:

- () the item(s) 001 and 002 offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause A3050T.
- () the item(s) 003 and 004 offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause A3050T.

# **5.1.2.1.1** SACC Manual clause A3050T (2020-07-01) Canadian Content Definition

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

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

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (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 Integrity Provisions - List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide a list of names.

### 5.2.3 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

<u>Development Canada (ESDC) - Labour's</u> 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.

# **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 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

## 6.3.1 General Conditions

<u>2010A</u> (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

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

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to the end of the warranty period as described in Section 09 of <u>2010A</u> (2020-05-28) General Conditions - Goods (Medium Complexity).

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6.4.2 Polivemy Pote

# 6.4.2 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_.

DND reserves the right to negotiate delivery date changes to before or after March 31, 2022.

# 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "B" of the Contract.

## 6.4.4 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

### 6.5 Authorities

# 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Katerina Drescher

Title: Materiel Acquisition and Support Officer

Directorate: D MAR P 4-3-4-5 Address: 101 Colonel By Drive Ottawa, Ontario, K1A 0K2

E-mail address: katerina.drescher@forces.gc.ca

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

### 6.5.2 Technical Authority

	,	 
Name:		
Title:		
Organization:	<del></del>	
Address:		

The Technical Authority for the Contract is:

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.

File No - N° du dossier

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6.5.3 Contractor's Representative

Name:
Гitle:
Address:
Гelephone:
E-mail:

## 6.6 Payment

## 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "C", Basis of Payment. Customs duties are excluded and Applicable Taxes are extra.

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

# 6.6.2 Terms of Payment

SACC Manual clause H1001C (2008-05-12), Multiple Payments
SACC Manual clause C3015C (2017-08-17), Exchange rate fluctuation adjustment
SACC Manual clause C2000C (2007-11-30), Taxes - Foreign-based Contractor
SACC Manual clause C2608C (2020-07-01), Canadian Customs Documentation
SACC Manual clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor
SACC Manual clause C2610C (2007-11-30), Customs Duties - Department of National Defence - Importer

# 6.6.3 Electronic Payment of Invoices - Contract

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

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

### 6.7 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
  - a. The original and one copy must be forwarded to the consignee for certification and payment.

Department of National Defence Maritime Forces Atlantic Accts Payable Bldg. S-90, Room 334 File No. - N° du dossier

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2686 Sextant Lane, Stadacona PO Box 99000 Stn Forces Halifax, NS B3K 5X5 Canada hfxaccountspayable@forces.gc.ca

and

Department of National Defence
Base Logistics Officer
CFB Esquimalt
STN Forces, P.O. Box 17000
Victoria, BC V9A 7N2
Canada
ESQBLOGAcctsPayable@forces.gc.ca

b. One copy must be forwarded to:

Department of National Defence 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Attention: D Mar P 4-3-4-5

### 6.8 Certifications and Additional Information

## 6.8.1 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.

# 6.9 Applicable Laws

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

### 6.10 Priority of Documents

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

- a) The Articles of Agreement;
- b) The general conditions 2010A (2020-05-28), General Conditions Goods (Medium Complexity);
- c) Annex B, Line Item Details;
- d) Annex C, Basis of Payment;
- e) Annex D, Long Text Description
- f) The Contractor's bid dated

### 6.11 Defence Contract

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

### 6.12 Condition of Material - Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

#### 6.13 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods

D2001C (2007-11-30), Labelling

D2000C (2007-11-30), Marking

- The markings must be in accordance with Annex A Statement of Work

D2025C (2017-08-17), Wood Packaging Materials

D6010C (2007-11-30), Palletization

D9002C (2007-11-30), Incomplete Assemblies

G1005C (2016-01-28), Insurance - No Specific Requirement

C2800C (2013-01-28), Priority Rating

C2801C (2017-08-17), Priority Rating: Canadian-based contractors

A3060C (2008-05-12), Canadian Content Certification

**D0050C** (2007-05-25), End User Certificate

#### 6.14 Asbestos

The contractor shall not use asbestos in the equipment unless no feasible alternative is available, in which case rationale shall be provided. Any parts containing asbestos shall be properly labelled, and the part number and location be explicitly identified in technical documentations.

### 6.15 Packaging

# 6.15.1 Packaging Requirement using Specification D-LM-008-011/SF-001

- Preservation and packaging for items 001 to 004 must be in accordance with the Canadian Forces packaging specification D-LM-008-001/SF-001, and must be marked to D-LM-008-002/SF-001. Form Level B Pkg Data Form Reqd must be in accordance with D-LM-008-011/SF-001.
- 2. Packaging data forms previously approved by Canadian authorities are acceptable.
- 3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

# 6.16 Quality Assurance

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

<u>D5510C</u> (2017-08-17) Quality Assurance Authority (DND) - Canadian-based Contractor OR

<u>D5515C</u> (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

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

<u>D5604C</u> (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor OR

<u>D5605C</u> (2010-01-11) Release Document (Department of National Defence) - United States-based Contractor

A1009C (2008-05-12) Work Site Access

D5620C (2012-07-16) Release Documents – Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c) One (1) copy to the Contracting Authority;
- d) One (1) copy to:

National Defence Headquarters MGen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A OK2 Attention: A/D Mar P 4-3-4-5

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

DQA/Contract Administration National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A OK2

E-mail: ContractAdmin.DQA@forces.gc.ca.

# 6.17 Shipping Instructions (Department of National Defence)

### 6.17.1 Shipping Instructions (Department of National Defence) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

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2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

a. Inbound Logistics Co-ordination Center (ILCC)

Telephone: 1-877-877-7423 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: ILHQOttawa@forces.gc.ca

- 3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
  - a. the Contract number;
  - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
  - c. description of each item;
  - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - e. actual weight and dimensions of each piece type, including gross weight;
  - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian <u>Transportation of</u> <u>Dangerous Goods Regulations</u>, and a copy of the safety data sheet in English and French.
  - g. CFB Halifax Base Logistics and CFB Esquimalt Base Logistics must be notified of delivery date in advance to ensure crane operators and riggers are reserved for arrival.
- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
- 5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

## 6.17.1 Shipping Instructions (Department of National Defence) - Foreign-based Contractors

- 1. Delivery will be FCA Free Carrier at \_\_\_\_\_ Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility
- 2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

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a. Insert the following when the Contractor is located in the United States (U.S.):

Inbound Logistics Coordination Center (ILCC):

Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: ILHQOttawa@forces.gc.ca

OR

Insert the following when the Contractor is located in United Kingdom (UK) and Ireland: Inbound Logistics United Kingdom (ILUK):

Telephone: 011-44-1895-613023, or 011-44-1895-613024, or

Facsimile: 011-44-1895-613046

E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-

ILHQcontrat@forces.gc.ca in carbon copy (cc).

OR

Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:

Inbound Logistics Europe Area (ILEA):

Telephone: +49-(0)-2203-908-1807 or 2748 or 5304

Facsimile: +49-(0)-2203-908-2746

Email: ILEA@forces.gc.ca

Note: To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: ILHQcontract-ILHQcontrat@forces.gc.ca in carbon copy (cc).

OR

Insert the following for U.S. Foreign Military Sales (FMS):

Inbound Logistics Coordination Center (ILCC):

Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) Email: ILHQOttawa@forces.gc.ca

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

The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:

- a. the Contract number;
- b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
- c. description of each item;
- d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
- e. actual weight and dimensions of each piece type, including gross weight;
- f. copy of the commercial invoice (in accordance with clause <u>C2608C</u>, section 4, of the <u>Standard Acquisition Clauses and Conditions Manual</u>) or a copy of the Canada Border Services Agency form CI1 <u>Canada Customs Invoice</u> (PDF 429KB) (<u>Help on File Formats</u>);
- g. Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
- h. Canada-United States-Mexico Agreement Certification of Origin (in accordance with clause <u>C2608C</u>, section 2) for the U.S. and Mexico only;
- i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian <u>Dangerous Goods Shipping Regulations</u> and a copy of the safety data sheet.
- j. CFB Halifax Base Logistics and CFB Esquimalt Base Logistics must be notified of delivery date in advance to ensure crane operators and riggers are reserved for arrival
- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
- 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

### 6.18 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".

# 6.19 Equivalency of Equipment

# **6.19.1 Equivalent Products – Contract**

- The Contractor guarantees that the equipment to be delivered under the Contract is:
  - i. equivalent in form, fit, function and quality to the equipment requested by Canada that was described in the bid solicitation that resulted in the Contract
  - ii. fully compatible, interchangeable and interoperable with the existing equipment owned by Canada.
- b) The Contractor also guarantees that any warranties with third parties concerning the existing equipment owned by Canada will not be adversely affected by Canada's use of the equipment delivered under the Contract (for example, by interconnecting the equipment) or by any other services provided by the Contractor under the Contract. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Contractor must:
  - pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
  - ii. perform all warranty work on Canada's existing equipment in place of the original supplier; or
  - iii. pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.
- c) The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function, quality and performance to the existing equipment owned by Canada that was identified in the bid solicitation, or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada that was identified in the bid solicitation, the Contractor must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements (for example, by implementing any additional software or firmware), failing which Canada will have the immediate right to terminate the Contract for default. The Contractor agrees that, if Canada terminates the Contract for this reason, the Contractor must pay to Canada the costs of reprocuring the equipment from a third party and the difference, if any, in price paid by Canada to the third party. The Contractor acknowledges that its failure to deliver equivalent equipment that

 $\label{eq:solicitation} Solicitation \ No. - \ N^\circ \ de \ l'invitation \\ W8482-229033/A \\ \text{Client Ref. No. - N}^\circ \ de \ r\text{\'ef. du client}$ 

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satisfies the above requirements may result in the Contractor (as well as its affiliates and any other entities with whom the Contractor or its principals do not deal at arm's length) being unable to propose equivalent substitutes in response to future DND bid solicitations, on the basis that Canada has satisfactory evidence that based on this past behaviour, such entity is unsuitable and its equivalent bid.

Note to Bidders: This article will only be included in a resulting contract if equivalent products have been proposed.

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# **ANNEX "A" - STATEMENT OF WORK**

#### 1.0 Scope

#### 1.1 **Purpose**

The purpose of this Statement of Work (SOW) is to describe the requirements and work effort required from the Contractor by the Department of National Defence (DND) for the supply of items and services to meet the requirements for the acquisition and support of rudder stocks for HALIFAX-class ships (HCS).

#### 1.2 **Background**

The Royal Canadian Navy requires the manufacturing of spare rudder stocks for HCS. Two types of rudder stocks are fitted to HCS depending on the type of steering system that is fitted i.e. Wagner or Brown Brothers.

#### 2.0 List of acronyms and abbreviations

CVM	Compliance Verification Matrix
DND	Department of National Defence
HCS	HALIFAX-class Ships
IAW	In accordance with
ISO	International Standards Organization
ITP	Inspection and Test Plan
LR	Lloyd's Register
NDE	Non Destructive Examination
RFP	Request for Proposal
PA	Procurement Authority
QAA	Quality Assurance Authority
RTM	Requirements Traceability Matrix
SACC	Standard Acquisition Clauses and Conditions
SOW	Statement of Work
TA	Technical Authority
TPM	Task Project Manager
TRM	Task Review Meeting

#### 3.0 Applicable documents

- These documents form part of this SOW to the extent specified and are supportive of this 3.1 SOW when referenced. All other document references are to be considered supplemental information only. Unless otherwise specified, the issue or amendment of documents effective for this SOW will be those in effect on the Request for Proposal (RFP) closing date.
- 3.2 The Contractor must bring to the attention of Canada any perceived inconsistencies between the requirements stated in this SOW and the referenced documents.

- 3.3 In the event of conflict between the content of this SOW and the referenced documents, the following order of precedence applies:
  - a. Content of this SOW:
  - b. DND drawings and publications; and
  - Commercial and Industrial Standards.
- 3.4 The following reference documents apply:
  - a. Drawing SC8455639 Rev A, Rudder Arrangement and Details, DND, dated 2000-02-25;
  - b. Lloyd's Register (LR) DAD ATS-19364-H-01, LR Design Appraisal Document Halifax Class Frigate – Rudder Stock – Issue O, dated 2019-09-13;
  - c. ASTM A668 20a Standard Specification for Steel Forgings, Carbon and Alloy, for General Industrial Use, dated 2020-05-01;
  - d. LR Rules for the Manufacture, Testing and Certification of Materials, July 2020;
  - e. SSPC-SP 5/NACE No. 1 White Metal Blast Cleaning Joint Surface Preparation Standard, Society for Protective Coatings, dated 2007-01-01;
  - f. ASTM A788 19a Standard Specification for Steel Forgings, General Requirements, dated 2019-11-15;
  - g. D-LM-008-001/SF-001, Methods of Packaging, DND, dated 2000-02-25;
  - h. D-LM-008-002/SF-001, Specification for Marking for Storage and Shipment, DND, dated 1991-08-01:
  - D-LM-008-011/SF-001, Preparation and Use of Packaging Requirement Codes, DND, dated 1988-11-10; and
  - i. i. A-LM-505-702/JS-001. Unique Identification and Standardized Marking of Serially Managed Materiel, DND, dated 2020-05-30.

#### 4.0 **General requirements**

#### 4.1 Scope of Work

4.1.1 The Contractor must supply HCS rudder stocks that meet all the requirements identified within this SOW.

#### 4.2 **Tasks**

- 4.2.1 The Contractor must supply rudder stocks of alloy steel forging to Ref C, machined to the finished dimensions shown in Ref A (Item 1) that includes two rudder stock configurations, i.e. Wagner Steering Gear in Sheet #5, and Brown Brothers Steering Gear in Sheet #7.
- The Contractor must supply rudder stocks of material that conform to the requirements in Ref 4.2.2 C, Class M, and applicable clauses in Ref F.
- 4.2.3 The Contractor must supply rudder stocks with a minimum yield stress of 758 N/mm<sup>2</sup> IAW Ref B.

4.2.4 The Contractor must supply rudder stock forgings that comply with heat treatment, mechanical tests, and Non Destructive Examination (NDE) requirements specified in Ref D (Chapter 5, Section 2).1 4.2.5 The Contractor must obtain approval of the grade of steel that is proposed and reach an agreement with Canada on the range of each element specified in the composition. The Contractor must supply rudder stock forgings tempered at a temperature of not less than 4.2.6 550°C in compliance with Ref D (Chapter 5, Section 2). 4.2.7 The Contractor must supply rudder stocks of weldable quality to obtain satisfactory weldability for any future repairs by welding in service as per Ref D (Chapter 5, Section  $2.2.2).^{2}$ The Contractor must provide Canada one half of each test prolongations IAW Ref C, Clause 4.2.8 7.1.4 for retention and quality assurance purposes. 4.2.9 The Contractor must deliver the first two rudder stocks no later than 30 weeks following contract award IAW Deliverable D8. 4.2.10 The Contractor must supply finished rudder stocks to the location designated on the contract. 4.3 Constraints 4.3.1 Repair welding of forgings is not permitted unless specifically allowed by Canada. 4.4 **Exclusions** Note 3.A in Ref A stating "Radiographic and magnetic particle inspection of the completed 4.4.1 castings and forgings must be carried out in accordance with the CPF-NDE Specification dated Nov 5, 1986" is not required. Refer to 4.2.4 for NDE requirements. 5.0 Inspection and certification requirements 5.1 LR Approval 5.1.1 The Contractor must comply with LR certification requirements for the manufacturing of alloy steel forgings over 10.8 tonnes and provide Canada a copy of the certificate of approval issued by LR IAW Deliverable D1. 5.2 Regulatory inspections 5.2.1 The Contractor must coordinate with LR all regulatory related inspections required within this SOW. 5.2.2 The Contractor must ensure that the required documentation is received by Canada to prove all regulatory related inspections were conducted IAW Deliverable D9. 5.2.3 The Contractor must not substitute inspection by the Technical Authority (TA) or Quality Assurance Authority (QAA) for required regulatory inspections. 5.2.4 The Contractor must provide notification no less than 45 days in advance of scheduled regulatory inspections to the TA and QAA so they may attend the inspection.

5.2.5

Surveys to include:

i.

Verification of material;

<sup>&</sup>lt;sup>1</sup> The Contractor must submit details to the local LR surveyor's Office responsible for surveying the building and the arrangements verified in accordance with the Rule/Regulations requirements by the surveyor IAW Ref B.

<sup>&</sup>lt;sup>2</sup> Refer to footnote 1.

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- ii. Establish and agree on Inspection and Test Plan (ITP);
- iii. Investigation / review of plans and documentation as required;
- iv. Examination of rudder stock prior to machining;
- v. Agreement on any required repairs;
- vi. Review of repair and inspection of NDE procedures;
- vii. Review of any NDE of rudder stocks prior to and/or after machining;
- viii. Examination of rudder stock during process, to verify material condition, repair status, dimensions, and alignment; and
- ix. Final examination prior to packaging for delivery.
- 5.2.6 It is intended that this scope of work will be completed over the course of a maximum of 5 on-site visits per rudder stock.
- 5.2.7 The Contractor must provide to Canada a copy of the Lloyd's Register survey certificate for each rudder stock produced under the contract IAW <u>Deliverable D10</u>.

## 5.3 Technical inspections

- 5.3.1 IAW Ref F, the Contractor is responsible for the performance of all inspection and test requirements specified. The absence of any inspection requirements in the specification must not relieve the Contractor of the responsibility for ensuring that all products comply with all requirements of the contract. The Contractor may use his own or any other suitable facilities for the performance of the inspection and test requirements unless disapproved by Canada at the time the order is placed.
- 5.3.2 The Contractor must afford Canada's TA or QAA all reasonable facilities necessary to satisfy him or her that the material is being produced and furnished in accordance with the material specification. Mill inspection by Canada will not interfere unnecessarily with the Contractor's operations.

### 5.4 Certification requirements

5.4.1 The Contractor must provide to Canada a copy of the Certificate of Conformity and supporting documents IAW Ref F, Clause 16.1 for each rudder stock produced under the contract IAW Deliverable D11.

### 6.0 Quality assurance

# 6.1 ISO 9001:2015 requirement

6.1.1 In the performance of the Work described in the Contract, the Contractor must comply with the requirements of ISO 9001:2015 – Quality management systems – Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

### 6.2 Test results

- 6.2.1 The Contractor must ensure tests are performed to the satisfaction of the QAA, TA, and LR. All tests, measurements, calibrations and readings must be recorded and provided in a report to the QAA, TA and LR IAW Deliverable D12.
- 6.2.2 The Contractor must ensure all dimensions are measured and recorded. All measuring devices must be described in the report, the name of the person taking the readings and applicable qualification references must be recorded.
- 6.2.3 The Contractor must ensure all testing and measurement equipment (mechanical or electronic) are calibrated and that calibration certificates are provided to the QAA prior to final inspection or witnessing of tests.

# 7.0 Preservation requirements

### 7.1 Centre bore of rudder stock

7.1.1 The Contractor must fill and pump out the centre bore of each rudder stock twice with asterpiol "P" J8 allowing 24 hours between coats.

# 8.0 Packaging, labels, and codes

- 8.1 The Contractor must supply each rudder stock preserved and packaged as per contract Standard Acquisition Clauses and Conditions (SACC).
- 8.2 The Contractor must preserve and package each rudder stock to the Level B Limited Military Package protection level as per Part 3 of Ref G.
- 8.3 The Contractor must label all packaging, produced under 8.1 above, as per Ref H using Ref I to prepare the required packaging and preservation codes.

# 9.0 Serialization and marking requirements

- 9.1 The Contractor must comply with all serialization and marking requirements identified in Annex A, section 5 of Ref J for each rudder stock delivered under the contract.
- 9.2 The Contractor must serialize each rudder stuck IAW 9.1 above by marking each rudder stock on the horizontal surface shown in section H-6 on Sheet 5 in Ref A for the Wagner rudder stock configuration and H-7 on Sheet 7 in Ref A for the Brown Brothers rudder stock configuration.

# 10.0 Acceptance process and criteria

#### 10.1 General

10.1.1 Acceptance ensures that each rudder stock is produced and verified IAW all the requirements of the Contract.

# 10.2 **Acceptance Inspection**

- 10.2.1 The Contractor must make each rudder stock available for inspection and acceptance by Canada at the Contractor's facility.
- 10.2.2 The Contractor must provide Canada with not less than 45 calendar days notification of the date upon which each rudder stock will be available for inspection and acceptance.
- 10.2.3 The Contractor must prepare the release document IAW Article [Insert article number] of the Contract for each rudder stock stating that the Work is IAW this SOW.
- 10.2.4 On completion of Canada's inspection, Canada will either:
- 10.2.4.1 Accept each rudder stock by completing and signing the release document IAW Article [Insert article number] of the Contract; or
- 10.2.4.2 Refuse to accept rudder stocks by providing the Contractor with a notice of refusal that will specify the grounds for refusal.
- 10.2.5 If Canada gives the Contractor a notice of refusal, the Contractor must take corrective action as soon as possible, at no cost to Canada, to remove the grounds for the refusal. Canada will conduct such re-inspection as is necessary to ensure that the grounds for refusal have been removed.

### 11.0 Task estimate

11.1 The Contractor must prepare and deliver as part of the task plan a Task Estimate. The Task Estimate must be delivered IAW <u>deliverable D2</u>. The Task Estimate must include a

Task Schedule IAW <u>deliverable D3</u>. The Task schedule must be produced in Microsoft (MS) Project with a fully resourced schedule (hours and resources assigned to each activity).

The Task Estimate must also include a Task Compliance Matrix (TCM) IAW deliverable D4. The TCM, sometimes called a Requirements Traceability Matrix (RTM) is the document that maps the requirements of the SOW down to the volume, section, and page of the Task Estimate where the requirement is answered. It acts as both a guide to the evaluator and a checklist for the proposal manager to make sure every requirement is answered. The Contractor's Task Project Manager (TPM) must demonstrate within a compliance matrix how and where all requirements have been addressed within the deliverable(s).

## 12.0 Administration and meetings

- 12.1 The Contractor must designate a TPM who will serve as the prime point of contact for the work.
- The TA is responsible for the description of the work described in this SOW and is the point of contact to provide any clarification regarding the scope or technical aspects of the task. The TPM must contact the TA for further clarification should discrepancies arise with the guidance provided in this SOW, or should further direction be required concerning this SOW.
- The TPM must conduct a Task kick-off meeting IAW <u>deliverable D5</u>. The Task kick-off meeting will be used to introduce the Contractor and DND Teams and to clarify the contents of the SOW and Task Estimate and further clarify DND's requirements if needed. The Contractor must produce an agenda at least one week prior to the Task kick-off meeting, and a meeting Record of Discussion IAW <u>deliverable D7</u>.
- The TPM must conduct Task Review Meetings (TRMs) IAW <u>deliverable D6</u>, at least monthly where the status of the task is discussed and maintenance of the schedule and new risks are communicated to the TA. For any such meeting, the TPM must produce an agenda at least one week prior to the scheduled meeting, and a meeting Record of Discussion IAW <u>deliverable D7</u>.
- The TPM must maintain an Action Log during the execution of the work. The action log must be the single record for all required action. An action OPI must be assigned to complete the required action by an agreed date. The action log must be made available as required by the TA and referred to at all TRMs.
- Any and all task directions, modifications, and scope changes between the Contractor and TA must be confirmed in writing and approved by the Procurement Authority (PA) to ensure proper priorities and resources are available. Verbal agreements must not be considered binding.

### 13.0 Deliverables

All deliverables described herein must be in accordance with the contract with further amplification provided within the approved Task Plan and Estimate. The TA is responsible for the acceptance of deliverables provided under this SOW. The deliverables must be delivered to the TA through the PA.

# **ANNEX B - LINE ITEM DETAILS**

ltem	<b>Description</b> Further detail provided at  Annex C - Long Text Description	Unit of Issue	Quantity	Delivery and Invoice Codes  Definition can be found at Appendix 1 to Annex A	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
	NSN: 2040-21-904-5652  Name: SHAFT,RUDDER  PN Requested: 8455639-DTL-5-7A			CFB Halifax Delivery Code				
001	NCAGE: 36219 Manufacturer: DND, DGMEPM	EA	3	007X	No	Q	No	Yes
	OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify:			Invoice Code				
	PN offered: NCAGE: Manufacturer:			W010B				
	NSN: 2040-21-904-5652 Name: SHAFT,RUDDER			CFB Esquimalt				
	PN Requested: 8455639-DTL-5-7A NCAGE: 36219 Manufacturer: DND, DGMEPM  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent		1	Delivery Code	No	Q	No	Yes
002		EA		002E				
				Invoice Code				
	Products clauses and specify: PN offered: NCAGE: Manufacturer:			W0103				

# **ANNEX B - LINE ITEM DETAILS**

Item	<b>Description</b> Further detail provided at  Annex C - Long Text Description	Unit of Issue	Quantity	Delivery and Invoice Codes  Definition can be found at Appendix 1 to Annex A	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
003	NSN: 2040-21-911-7799 Name: SHAFT,RUDDER PN Requested: 8455639SHT7ITEM1 NCAGE: 36219 Manufacturer: DND, DGMEPM	EA	1	CFB Halifax  Delivery Code  007X	No	Q	No	Yes
	OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: NCAGE: Manufacturer:	EA	_	Invoice Code W010B	NO			
	NSN: 2040-21-911-7799 Name: CHAFT PURDER			CFB Halifax				
	PN Requested: 8455639SHT7ITEM1		2	Delivery Code	No	Q	No	Yes
003 Option 1	NCAGE: 36219 Manufacturer: DND, DGMEPM	EA		007X				
	OR EQUIVALENT Equivalent offers must comply with RFP Equivalent			Invoice Code				
	Products clauses and specify: PN offered: NCAGE: Manufacturer:			W010B				

# **ANNEX B - LINE ITEM DETAILS**

Item	<b>Description</b> Further detail provided at  Annex C - Long Text Description	Unit of Issue	Quantity	<b>Delivery and Invoice Codes</b> Definition can be found at  Appendix 1 to Annex A	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
	NSN: 2040-21-911-7799  Name: SHAFT,RUDDER  PN Requested: 8455639SHT7ITEM1			CFB Esquimalt  Delivery Code				
004	NCAGE: 36219 Manufacturer: DND, DGMEPM	EA	3	002E	No	Q	No	Yes
	OR EQUIVALENT Equivalent offers must comply with RFP Equivalent			Invoice Code				
	Products clauses and specify: PN offered: NCAGE: Manufacturer:			W0103				

 $\begin{array}{c} \text{Buyer ID - Id de l'acheteur} \\ 25C \end{array}$ 

File No. - N° du dossier CCC No./N° CCC - FMS No./N° VME

# APPENDIX 1 TO ANNEX "B" - DELIVERY AND INVOICE CODES

Supply Depot	Delivery Code	Delivery Address	Invoice Code	Invoice Address
CFB HALIFAX	007X	Department of National Defence CFB Halifax Main Warehouse Bldg D206 Door 1 thru 13 HMC Dockyard Halifax, NS B3K 5X5 Canada	W010B	Department of National Defence Maritime Forces Atlantic Accts Payable Bldg. S90, Room 334 2686 Sextant Lane, Stadacona P.O. Box 99000, Stn Forces Halifax NS B3K 5X5 Canada hfxaccountspayable@forces.gc.ca
CFB ESQUIMALT	002E	Department. of National Defence CFB Esquimalt Attn: Receiving Bldg 66 Colwood Victoria, BC V9C 1B0 Canada	W0103	Department. of National Defence Base Logistics Officer CFB Esquimalt Stn Forces P.O. Box 17000 Victoria, BC V9A 7N2 Canada ESQBLOGAcctsPayable@forces.gc.ca

Buyer ID - Id de l'acheteur 25C CCC No./N° CCC - FMS No./N° VME

# **ANNEX "C" - BASIS OF PAYMENT**

# **DELIVERY TABLE**

Deliverable	Itam Decembring	Degreeated Delivery Date	Format
Deliverable	Item Description	Requested Delivery Date	Format
D1	Certificate of approval by LR for the manufacturing of alloy steel forgings over 10.8 tonnes	Included with bid submision or prior to acceptance inspection	PDF
D2	Task Estimate	Included with bid submision	Per agreed Contractor format
D3	Task Schedule	Included with bid submision	MS Project File and PDF
D4	Task Compliance Matrix	Included with bid submision	MS Excel file and PDF
D5	Task Kick-off Meeting	When ready	Teleconference
D6	Task Review Meetings	Monthly following Contract Award	Teleconference
D7	Meeting Record of Discussion	One week following any Task Meeting	MS Office and PDF
D8	Rudder stocks	First two units NLT 30 weeks following contract award. Remaining units as per contract	As per contract
D9	Evidence of regulatory inspections	Prior to acceptance inspection	PDF
D10	LR survey certificate	Prior to acceptance inspection	PDF
D11	Certificate of Conformity with supporting documents	Prior to acceptance inspection	PDF
D12	Test results, measurements, calibrations and readings	Prior to acceptance inspection and prior to witnessing of test	PDF

# **ANNEX C - BASIS OF PAYMENT**

Item		Description	Unit of Issue	Quantity	<b>Delivery and Invoice Codes</b> Definition can be found at  Appendix 1 to Annex A	FIRM UNIT PRICE: Customs and duties excluded, applicable taxes extra	EXTENDED PRICE: Applicable taxes extra	Applicable taxes (%)
	NSN:	2040-21-904-5652			CFB Halifax			
001	Name:	SHAFT,RUDDER	EA EA	3	Delivery Code			
001			LA	3	007X			
					Invoice Code W010B			
	NSN:	2040-21-904-5652			CFB Esquimalt			
	Name:				Delivery Code			
002	SHAFT,RUDDER	EA	1	002E				
002				-	Invoice Code			
					W0103			
	NSN:	2040-21-911-7799			CFB Halifax			
	Name:	EA	1	Delivery Code				
003	SHAFT,RUDDER			007X				
					Invoice Code			
					W010B			
	NSN:	2040-21-911-7799			CFB Halifax			
003 Option 1	Name:	SHAFT,RUDDER			Delivery Code			
		0	EA	2	007X			
					Invoice Code			
					W010B			
	NSN:	2040-21-911-7799			CFB Esquimalt			
	Name:	SHAFT,RUDDER	[, [		Delivery Code			
			EA	3	002E			
					Invoice Code			
					W0103			

# **ANNEX C - BASIS OF PAYMENT**

	Extended Price	Applicable Taxes (%)	Taxes	Price with Taxes
CFB Halifax				
CFB Esquimalt				
			Subtotal	
			Total Taxes	
			Total Taxes	
			Total (CAD)	

File No. - N° du dossier

Buyer ID - Id de l'acheteur

25C

CCC No./N° CCC - FMS No./N° VME

# **ANNEX "D" - LONG TEXT DESCRIPTION**

**NSN:** 2040-21-904-5652

ITEM NAME: SHAFT, RUDDER

Characteristic	Reply
MATERIAL	STEEL
MATERIAL DOCUMENT AND CLASSIFICATION	STM A668-79 NATIONAL SPEC SINGLE MATERIAL RESPONSE
END SIMILARITY	NOT IDENTICAL
LARGEST STEP DIAMETER	0.0 MILLIMETERS NOMINAL
OVERALL LENGTH	6144.0 MILLIMETERS NOMINAL
STEP QUANTITY	10
SPECIAL FEATURES	SLEEVE MATERIAL OF PHOSPHOR BRONZE,COPPER ALLOY,ASTM B103-81 UNS NO. C54400 TEMPER 060
END ITEM IDENTIFICATION	CANADIAN PATROL FRIGATE
USERS: DF	

**NSN:** 2040-21-911-7799

ITEM NAME: SHAFT, RUDDER

Characteristic	Reply
MATERIAL	STEEL
MATERIAL DOCUMENT AND	STMA668-79 CLA NATIONAL SPEC SINGLE
CLASSIFICATION	MATERIAL RESPONSE
END SIMILARITY	NOT IDENTICAL
OVERALL LENGTH	6140.0 MILLIMETERS NOMINAL
SPECIAL FEATURES	LARGE STEP DIAMETER 690.0 MM NOMINAL;DESIGNED BY BROWN BROTHERS FOR CDN PATROL FRIGATE
USERS: DF	

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur 25C CCC No./N° CCC - FMS No./N° VME

# ANNEX "E" to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):	
<ul><li>( ) Direct Deposit (Domestic and International);</li><li>( ) Electronic Data Interchange (EDI);</li><li>( ) Wire Transfer (International Only).</li></ul>	