



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

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

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA

Manitoba

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government  
Services Canada

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

Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Government of Canada Building

101 - 22nd Street East

Suite 110

Saskatoon

Saskatche

S7K 0E1

Title - Sujet DRS Radiator Servicing	
Solicitation No. - N° de l'invitation W0142-23X003/A	Date 2022-05-06
Client Reference No. - N° de référence du client W0142-23X003	
GETS Reference No. - N° de référence de SEAG PW-\$STN-205-5571	
File No. - N° de dossier STN-1-44055 (205)	CCC No./N° CCC - FMS No./N° VME
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Central Standard Time CST <b>on - le 2022-06-30</b> Heure Normale du Centre HNC	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Baessler, Nancy	Buyer Id - Id de l'acheteur stn205
Telephone No. - N° de téléphone (306) 241-2826 ( )	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB SUFFIELD ATTENTION CMTT, BLDG 322 RALSTON Alberta T0J2N0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 EPOST CONNECT SERVICE .....	4
1.4 DEBRIEFINGS .....	4
1.5 COVID-19 VACCINATION REQUIREMENT.....	4
1.6 OPTIONAL SITE VISIT.....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS .....	7
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD .....	7
2.7 OPTIONAL SITE VISIT.....	7
2.8 BID CHALLENGE AND RECOURSE MECHANISMS.....	8
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>9</b>
3.1 BID PREPARATION INSTRUCTIONS .....	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION - LOWEST PRICE PER POINT .....	11
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>12</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	12
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	13
<b>PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS .....</b>	<b>15</b>
6.1 INSURANCE REQUIREMENTS .....	15
<b>PART 7 - RESULTING CONTRACT CLAUSES .....</b>	<b>16</b>
7.1 STATEMENT OF WORK.....	16
7.2 STANDARD CLAUSES AND CONDITIONS.....	17
7.3 SECURITY REQUIREMENTS.....	17
7.4 TERM OF CONTRACT .....	17
7.5 AUTHORITIES .....	18
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	19
7.7 PAYMENT .....	19
7.8 INVOICING INSTRUCTIONS .....	21
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	21
7.10 APPLICABLE LAWS .....	22
7.11 PRIORITY OF DOCUMENTS .....	22
7.12 DEFENCE CONTRACT .....	23
7.13 INSURANCE REQUIREMENTS .....	23
7.14 DISPUTE RESOLUTION.....	23
<b>ANNEX “A” .....</b>	<b>24</b>
<b>STATEMENT OF WORK.....</b>	<b>24</b>
<b>ANNEX “B” .....</b>	<b>40</b>
<b>BASIS OF PAYMENT.....</b>	<b>40</b>

Contract No. - N° de contrat

W0142-23X003/A

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

W0142-23X003

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

STN205

CCC No./N° CCC - FMS No./N° VME

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<b>ANNEX "C"</b> .....	<b>44</b>
<b>INSURANCE REQUIREMENTS</b> .....	<b>44</b>
<b>ANNEX "D"</b> .....	<b>46</b>
<b>DND 626 TASK AUTHORIZATION FORM</b> .....	<b>46</b>
<b>ANNEX "E"</b> .....	<b>47</b>
<b>TASK AUTHORIZATION USAGE REPORT FORM</b> .....	<b>47</b>
<b>ANNEX "F"</b> .....	<b>48</b>
<b>TECHNICAL EVALUATION CRITERIA</b> .....	<b>48</b>
<b>ANNEX "G" TO PART 3 OF THE BID SOLICITATION</b> .....	<b>56</b>
<b>ELECTRONIC PAYMENT INSTRUMENTS</b> .....	<b>56</b>

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the DND 626 Task Authorization Form and any other annexes.

### 1.2 Summary

For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield in accordance with the "Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces' Training in Canada" and the "Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (the "MOU")."

The resulting Task Authorization Contract will be for repair, calibration, servicing and testing of **Radiator related Articles** used by British Army Training Unit Suffield (BATUS) in the repair and maintenance of British military platforms and equipment holdings at Canadian Forces Base (CFB) Suffield. The Direct Repair Scheme (DRS) Canada – Radiator TA contract will promote the expedient repair of the equipment, whilst reducing the strain on the United Kingdom (UK) supply system, air bridge and BATUS staff at CFB Suffield.

The quantities stated in Appendix 1 of Annex A are the estimated annual arising and are best estimates available. No guarantee can be given that the actual arising will occur in the quantities indicated.

The period of the Contract is from **2022-09-01** for a **2024-08-31**, inclusive plus two additional one year option periods.

The requirement is subject to a preference for Canadian goods and services.

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### **1.3 Epost Connect Service**

This bid solicitation allows bidders to use the 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.

### **1.4 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.

### **1.5 COVID-19 Vaccination Requirement**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

### **1.6 Optional Site Visit**

There is an optional site visit associated with this requirement. Consult Part 2 – Bidder Instructions.

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## 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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into 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: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

#### PWGSC Western Region Bid Receiving Unit

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbidreceiving@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.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

### 2.3 Former Public Servant

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

## Definitions

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 Alberta.

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

## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at British Army Training Unit Suffield (BATUS), Canadian Forces Base (CFB) Suffield, Township Rd 153A, Ralston, AB T0J 2N0 on **2022-06-08**. The site visit will begin at **09:00**.

Bidders are requested to communicate with the Contracting Authority via email ([nancy.baessler@pwgsc-tpsgc.gc.ca](mailto:nancy.baessler@pwgsc-tpsgc.gc.ca)) no later than **2022-06-01** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.



*\* All attendees must have government issued identification, valid car insurance and registration and are required to sign in and attain a Visitor Pass from 21 Edgewood Road, Ralston, AB in order to be granted access to the site. As well, signed COVID documentation is required.*

## **2.8 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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

The Bidder is strongly encouraged to submit its bid electronically 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

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

#### Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### Section II: Financial Bid

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

#### 3.1.2 Electronic Payment of Invoices – Bid

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

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

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

#### 3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

#### 3.1.4 SACC Manual Clauses

D5401T (2007-11-30), Quality Plan – Solicitation

#### Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and BATUS/MOD 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) Compliance with the Mandatory Technical Criteria as set out in Annex F – Mandatory Technical Criteria
- b) Submission of Quality Plan as set out in SACC Manual Clause 5401T (2007-11-30) Quality Plan – Solicitation

### 4.1.2 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the Annex B – Basis of Payment to be completed by the bidders.
- (b) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded. Canadian customs duties and excise taxes included.

#### 4.1.2.1 Evaluation of Price

The total Bid Price will be determined as follows:

At Annex B – Basis of Payment

Item 1i a + b  
 + Item 1ii a + b  
 + Item 2 a + b  
 + Item 5 a + b  
 + Item 6 a (x12) + b (x12)  
 + Item 8i a + b  
 + Item 8ii a + b  
 + Item 9 a + b  
 + Item 12 a + b  
 + Item 13 a (x12) + b (x12) = **Total Bid Price**

#### 4.2 Basis of Selection - Lowest Price per Point

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory technical criteria.
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. 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.**

The following table is an example only.

Bidder	Quoted Price Excluding Taxes	Total Point Rated	Cost Per Point
Bidder 1	75,000.00	55	1363.63 per point
Bidder 2	92,000.00	72	1277.78 per point
Bidder 3	81,000.00	88	920.46 per point
Bidder 4	72,000.00	0	72000.00 per point

\* In the above scenario, Bidder #3 would be declared the successful bidder.

## 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.

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

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

##### 5.1.2.2 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

#### COVID-19 Vaccination Requirement Certification

I, \_\_\_\_\_ (first and last name), as the representative of  
 \_\_\_\_\_ (name of business) pursuant to  
 \_\_\_\_\_ (insert solicitation number), warrant and certify that all  
 personnel that \_\_\_\_\_ (name of business) will provide on the  
 resulting Contract who access federal government workplaces where they may come into contact with  
 public servants will be:

- 
- a. fully vaccinated against COVID-19;
  - b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
  - c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

## 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-) (<http://www.tpsgc-pwgsc.gc.ca/ci->

Contract No. - N° de contrat

W0142-23X003/A

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

W0142-23X003

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

STN205

CCC No./N° CCC - FMS No./N° VME

if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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

### **5.2.3.1 Status and Availability of Resources**

**5.2.3.1.1** SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

### **5.2.3.2 Education and Experience**

**5.2.3.2.1** SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

Contract No. - N° de contrat

W0142-23X003/A

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

W0142-23X003

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

STN205

CCC No./N° CCC - FMS No./N° VME

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

### **6.1 Insurance Requirements**

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

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



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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

#### 7.1.1 Task Authorization

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

##### 7.1.1.1 Task Authorization Process

1. The G4 Procurement Staff with Delegated Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex D
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the CFB Suffield G4 Procurement Staff with Delegated Authority within seven (7) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the CFB Suffield G4 Procurement Staff with Delegated Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### 7.1.1.2 Task Authorization Limit

The CFB Suffield G4 Procurement Staff with Delegated Authority may authorize individual task authorizations up to a limit of **\$100,000.00** 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.

##### 7.1.1.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

##### 7.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

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The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 20 calendar days after the end of the reporting period.

## Reporting Requirement- Details

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

### For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

### For all authorized tasks:

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

### 7.1.1.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Department of National Defence, G4 Procurement Staff. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

[2035](#) (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from **2022-09-01** to **2024-08-31** inclusive.

Contract No. - N° de contrat

W0142-23X003/A

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

W0142-23X003

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

STN205

CCC No./N° CCC - FMS No./N° VME

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#### **7.4.2 Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **7.5 Authorities**

##### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Nancy Baessler, Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch

Telephone: 306 241 2826

E-mail address: [Nancy.baessler@pwgsc-tpsgc.gc.ca](mailto:Nancy.baessler@pwgsc-tpsgc.gc.ca)

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

##### **7.5.2 Project Authority**

The Project Authority for the Contract is:

*To be determined.*

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

##### **7.5.3 Contractor's Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

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## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Payment

### 7.7.1 Basis of Payment – Firm Unit Price(s)

Basis of Payment Firm Unit Price applies to the following item in Annex B Basis of Payment:

#### 6. Reports and Administration

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the Firm Unit Price(s), as specified in the Basis of Payment of Annex B. Customs duties included and Applicable Taxes are extra.

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

### 7.7.2 Basis of Payment - Task Authorization

Basis of Payment Task Authorization applies to the following items in Annex B Basis of Payment:

1. Labor
2. Transportation
3. Material and Replacement Parts
4. Shop Supplies
5. Meeting Attendance
7. Packaging

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization, the Contractor will be paid the Firm Unit Price(s), as specified in the Basis of Payment of Annex B. Customs duties included and Applicable Taxes are extra.

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contract.

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.

### 7.7.3 Limitation of Expenditure - Task Authorizations

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

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs 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 TA 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.

#### **7.7.4 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$TBD**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

#### **7.7.5 Method of Payment**

##### **7.7.5.1 Single Payment**

Single Payment applies to the following items in Annex B, Basis of Payment

1. Labor
2. Transportation
3. Material and Replacement Parts
4. Shop Supplies
5. Meeting Attendance
7. Packaging

SACC Manual Clause H1000C (2008-05-12), Single Payment

##### **7.7.5.2 Monthly Payment**

Monthly Payment applies to the following items in Annex B, Basis of Payment

6. Reports and Administration

SACC Manual Clause H1008C (2008-05-12), Monthly Payment

#### **7.7.6 SACC Manual Clauses**

A9117C (2007-11-30), T1204 – Direct Request by Customer Department  
 C2000C (2007-11-30), Taxes – Foreign-based Contractor  
 C2605C (2008-05-12), Canadian Customs Duties and Sales Tax – Foreign-based Contractor  
 C2608C (2020-07-01), Canadian Customs Documentation  
 C2610C (2007-11-30), Customs Duties – Department of Nation Defence – Importer

### 7.7.7 Electronic Payment of Invoices – Contract

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

To be determined

### 7.7.8 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

### 7.7.9 Time Verification

C0711C (2008-05-12), Time Verification

## 7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
  - a. Submit (1) electronically to [invoices@forces.gc.ca](mailto:invoices@forces.gc.ca) or mail (1) to;
 

Canadian Forces Base Suffield  
Base Comptroller, Invoice Accounts  
PO Box 6000, Stn Main  
Medicine Hat, Alberta, Canada T1A 8K8
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

### 7.9.2 SACC Manual Clauses

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

A9068C (2010-01-11), Government Site Regulations

D0035C (2020-07-01), Shipping Instructions (Department of National Defence): Foreign based Contractors

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

D5510C (2017-08-17), Quality assurance authority (Department of National Defence): Canadian-based contractor

D5515C (2010-01-11), Quality Assurance Authority (Department of National Defence): Foreign-based and United States Contractor

Contract No. - N° de contrat

W0142-23X003/A

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

W0142-23X003

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

STN205

CCC No./N° CCC - FMS No./N° VME

D5540C (2021-05-20), ISO 9001:2008 Quality Management Systems – Requirements (Quality Assurance Code Q)

D5604C (2008-12-12), Release Documents (Department of National Defence) – Foreign-based Contractor

D5605C (2021-05-20), Release Documents (Department of National Defence) – United States-based Contractor

D5606C (2017-11-28), Release documents (Department of National Defence) - Canadian-based contractor

D6010C (2007-11-30), Palletization

### 7.9.3 Quality Plan

No later than 90 days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2018 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

The documents referenced in the Quality Plan must be made available when requested by Public Works and Government Services Canada or DND.

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

Upon acceptance of the Quality Plan by DND, the Contractor must implement the Quality Plan. The Contractor must make appropriate amendments to the Quality Plan throughout the term of the contract to reflect current and planned quality activities. Amendments to the Quality Plan must be acceptable to DND.

*\* If the Contract includes the option for software design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2008 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software".*

***Not relevant to this particular requirement as software design, development and maintenance is NOT required.***

### 7.10 Applicable Laws

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

### 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2021-12-02) General Conditions, Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated \_\_\_\_\_.

## 7.12 Defence Contract

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

## 7.13 Insurance Requirements

Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for The deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 7.14 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](#)".



## ANNEX "A"

### STATEMENT OF WORK

For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield in accordance with the "Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces' Training in Canada" and the "Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (the "MOU")."

#### 1. DRS CANADA – RADIATOR ABBREVIATIONS LIST

Ser	Abbreviation	Definition
1	105 Sqn	Stores Section 105 Squadron
2	BR	Beyond Economical Repair
3	BG	Battle-Groups
4	BATUS	British Army Training Unit Suffield
5	BATUS SO2 ES	BATUS Staff Officer Grade 2 Equipment Support
6	CFB	Canadian Forces Base
7	CofC	Certificate of Conformity
8	CEI	Contract Embodiment Item
9	CWA	Contract Work Arising
10	CSI	Contract Support Item
11	CWI	Contract Work Item
12	DMC	Domestic Management Code
13	DRS	Direct Repair Scheme
14	IPR	Intellectual Property Rights
15	ISPM	International Standards for Phytosanitary Measures
16	MHE	Materials Handling Equipment
17	MOD	Ministry of Defence
18	MPC	Material Priority Code
19	NATO	North Atlantic Treaty Organization
20	NSN	NATO Stock Number
21	NSR	New Stores Reject
22	OEM	Original Equipment Manufactured
23	PPQ	Primary Packaging Quantity
24	PSA	Public Store Account
25	PSPC	Public Services and Procurement Canada
26	QM Tech	Quartermaster Technical Department
27	SOW	Statement of Work
28	SPC	Special Protective Container
29	STTE	Special Jigs, Tools and Test Equipment
30	TA	Task Authorization
31	UK	United Kingdom

#### 2. DRS CANADA – RADIATOR DEFINITIONS

2.1. In the SOW the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

- a. 'Articles' means all items which the Contractor is required under the Contract to conduct work on;

- 
- b. 'Concessions' means permission to use, embody (incorporate a product into an equipment, system or platform), deliver, or release a product that does not conform in full to contract requirements.
  - c. 'Contract Work Item' (CWI) is an item of materiel being worked on in accordance with the Contract. It is an item of materiel temporarily issued to the Contractor, without charge and for a specified period, typically for the purpose of undergoing repair, refurbishment, maintenance, servicing, modification, or for the purposes of undergoing inspection, and which is subject to physical return in a specified condition.
  - d. 'Contract Support Item' (CSI) is an item of materiel or capital spare, provided to support work on a CWI in accordance with the Contract. It is an item of materiel provided to the Contractor for a particular purpose and specified period, with or without charge, which is subject to return in the same condition as issued, fair wear and tear excepted, or is replaced with an identical item as new. All STC cases and containers must be recorded in the PSA as CSI. The cases and containers should be stored in a secure area pending their re-use or return to MOD.
  - e. 'Contract Embodiment Item' (CEI) is an item of materiel embodied in a CWI in accordance with the Contract. It is an item of materiel provided to the Contractor, without charge, for incorporation into an asset under manufacture, repair, refurbishment, maintenance, or servicing. Items may be issued as new acquisitions or from existing inventory holdings.
  - f. 'Contract Work Arising' (CWA) is an item of materiel removed from a CWI in accordance with the Contract for incorporation into another item of materiel, or for retention as a fixed asset or stock item.
  - g. 'Special Jigs, Tools' (STTE) are special jigs, tools, patterns, moulds, dies, manufacturing gauges and test equipment, together with any associated fixtures, fittings and software, necessary for the manufacture of the Articles or for the performance of any other work, which are not tools of the trade, as used by the Contractor in the performance of the Contract.
  - h. 'Holding Unit' means Stores Section 105 Squadron and Quartermaster Technical Department at BATUS where Articles shall be collected from and delivered to.
  - i. 'Materiel' is a generic term meaning equipment (including fixed assets), stores, supplies and spares.
  - j. 'Primary Packaging Quantity' means the quantity of an item of materiel selected as being the most suitable for packaging.

### 3. Objective.

- 3.1 This Statement of Work (SOW) is to initiate a Task Authorization (TA) contract for the repair, servicing, overhaul and/or manufacturing of Radiator and Charge Air Coolers articles used by British Army Training Unit Suffield (BATUS) in the repair and maintenance of British military platforms and equipment holdings at Canadian Forces Base (CFB) Suffield. The Direct Repair Scheme (DRS) Canada – Radiator TA will promote the expedient repair of the equipment, whilst reducing the strain on the United Kingdom (UK) supply system, air bridge and BATUS staff at CFB Suffield.

### 4. Background - British Army Training Unit Suffield (BATUS)

- 4.1 The principal task of BATUS is to plan and deliver up to five (5) exercises per year for British Army armored infantry Sub-Units (SU) to train to UK MOD-mandated collective level standards. Each exercise consists of a period of live fire training followed by a period of Tactical Engagement System training against an opposing force and are conducted in a harsh environment on demanding terrain lasting up to twenty (20) days per exercise.
- 4.2 This training places high demands on the British military vehicle training fleet, which requires high levels of maintenance and repair resulting from normal wear and tear, or damage sustained through road traffic incidents. Maintenance and repair of the platforms and equipment is conducted by a military workshop manned by both British military personnel and locally employed civilians.
- 4.3 This Contract will be used to ensure the British military's radiator related stock is available to use in the maintenance and repair of the BATUS vehicle training fleet and its associated related ancillaries and sub-assemblies.

### 5. Response Times.

- 5.1 The Contractor must complete the work and deliver the Articles back to the relevant holding Unit at BATUS within twenty-eight (28) calendar days from date of collection unless otherwise requested by BATUS SO2 ES or their designated substitute.

### 6. Tasks

- 6.1 The British Army uses a variety of vehicles for its training; ranging from Main Battle Tanks (MBT) to Land Rovers. The unit has more than 1000 platforms of both tracked and wheeled vehicles that utilise diesel engines of various sizes. As with any water-cooled engine, radiators, and other matrixed items, must be repaired, serviced or overhauled on occasion. A requirement exists for these components that fall under the following categories:

- Radiators
- Air Charge Coolers
- Fluid / Oil Coolers
- Other matrixed components

These components all vary in size, weight, capacity and performance but will be fitted to the following types of platforms (Engine information included).

#### Tracked

- Challenger 2 Main Battle Tank – Diesel CV12 (Perkins) – 26.1L – 1200 BHP
- Challenger Armoured Repair and Recovery Vehicle (CRARRV) - Diesel CV12 – 26.1L – 1200 BHP
- Warrior Armoured Fighting Vehicle – Diesel CV8 – 17.4L – 550/600 BHP
- Bulldog Armoured Fighting Vehicle – Diesel straight 6 (Cummins) – 5.9L – 250 BHP

## Wheeled

- Oshkosh Wheeled Tanker Tractor – Diesel C12 (Caterpillar) – 11.9L – 445 BHP
- MAN Support Vehicle – Diesel – 6.87L – 326 BHP
- MAN Support Vehicle – Diesel – 10.52L – 440 BHP
- Land Rover – Diesel 300 TDI (Land Rover) – 2.5L – 111 BHP

This list is not exhaustive as other types of platforms rotate through the training fleet regularly. However, these vehicles are representative of the types and sizes expected to be supported by the radiators contract.

Appendix 1 of Annex A gives an estimation of throughput based on platform quantities in BATUS for exercise season 2022. This is just an estimate and these numbers may vary depending on demand, environment and platforms used.

- 6.2 The Contractor must transport, inspect, repair, test, certify and return in and 'as new' condition in commercial packaging suitable for safe return to the holding unit (105) the Radiator Articles listed at Appendix 1 (but shall not be limited to those listed at Appendix 1).

## 7. Collection and Delivery

- 7.1 Articles will need to be collected and delivered back to the Holding Units<sup>1</sup> at BATUS up to daily as requested by BATUS SO2 ES or their designated substitute.
- 7.2 The Contractor should be aware that escorted access will be required from CFB Suffield personnel whilst on CFB Suffield premises. The Contractor must collect and deliver Articles for work with days and timings to be mutually agreed between BATUS SO2 ES or their designated substitute and the Contractor:
- 7.3 Deliveries and collections of Articles must be made at the same time, utilizing the same transportation. The Contractor shall not make any additional deliveries outside the scheduled collection frequencies without approval from BATUS SO2 ES or their designated substitute. This shall include where a second vehicle is required during a scheduled delivery.
- 7.4 There may be occasions where Material Handling Equipment (MHE) is required to move an Article. If an Article requires MHE, the MHE shall be provided by BATUS at the holding Unit location only.
- 7.5 The Contractor must acknowledge receipt of each Article at the point of collection from BATUS by signing MOD Issue Vouchers and a Freight Movement Note issued by the BATUS Desk Clerks in 105 Sqn and QM Tech. The Contractor shall be informed of the work required for the Article at the point of collection from BATUS using a MOD Form 2289 (Appendix 2).
- 7.6 The risk of loss or damage to the Articles shall be with the Contractor from collection until delivery. Unless otherwise agreed, delivery of Articles will occur when BATUS, or a representative of the Technical Authority receipt the Articles back on to MOD Accounts.

## 8. Use of Subcontractors

- 8.1 Bidders must provide details of any proposed subcontractors or any plan to carry out repair and overhaul of any portion of the work to be performed outside the company's premises.

## 9. Inspection and Strip and Survey Report

<sup>1</sup> Stores Section 105 Squadron (105 Sqn) and Quartermaster Technical Department (QM Tech)

- 9.1 The Contractor must notify the Technical Authority of any discrepancies with the collected Article by completing and submitting a Discrepancy Report (Appendix 4) to the Technical Authority. Where there is a discrepancy with the Article the Contractor must await further instruction from BATUS SO2 ES, or their designated substitute, before conducting any work or returning the Article to BATUS.
- 9.2 Following collection of an Article for work, the Contractor must carry out a detailed inspection to fully identify the type of repair and parts required.

## **10. Beyond Repair (BR)**

- 10.1 If, during a Strip and Survey inspection of an Article, the Contractor considers that the Article is Beyond Repair (BR) the Contractor must immediately cease work on the Article.
- 10.2 The Contractor must submit an "Application to Dispose of BR Equipment" (Appendix 3) to the Technical Authority for approval and provide a fully priced estimate of all associated costs to repair the Article in support of this. The fully priced estimate must be submitted at the Strip and Survey stage, before any repair work on the Article has commenced, and must not be a result of back stripping or cannibalization.

## **11. Identification**

- 11.1 The Contractor must attach an identification label to the repaired Article, indicating that it has been subject to repair, service or manufacture, which must list the following information:
  - I. Repaired for Ministry of Defence (MOD) under DRS;
  - II. Technical Authority's Unique DRS Job Number (from MOD Form 2289);
  - III. Date of repair, service or manufacture respectively.

## **12. Testing**

- 12.1 The Contractor shall subject the repaired Article to suitable static and dynamic testing and acceptance. The Technical Authority shall provide testing and acceptance specifications where available. Where this information is unavailable, the Contractor shall recommend suitable testing and acceptance Specifications for that Article. That Specification will be subject to approval from the Technical Authority before testing on that Article can be conducted.
- 12.2 The Contractor must be responsible for ensuring that all test equipment is maintained and calibrated to the applicable standard.

## **13. Deliverables**

### **13.1 Meetings**

- 13.1.1 The Contractor must attend Contract Review Meetings as and when required to formally review the performance of the Contract. These meetings shall be chaired by the Technical Authority, and the Procurement Authority and/or Contracting Authority may also attend. These meetings shall be held at a mutually agreed upon location. The Contractor must ensure appropriate representation is provided at these meetings to enable discussion of all items on the agenda, which shall include, but not be limited to:
  - I. Compliance against Turnaround Times
  - II. Stock Level
  - III. Demands and Receipt Activity
  - IV. Contract Articles and Repair Hours
  - V. Risks, Issues and Opportunities
  - VI. Non-Conforming Receipts
  - VII. New Stores Rejects (NSR)

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## 13.2 Reports

- 13.2.1 The Contractor must provide a Contract Performance Report to the Technical Authority, ten (10) working days prior to the Contract Performance meetings. The Contract Performance Report shall include data on, but not limited to, each agenda item to be discussed at the next Contract Performance Review Meeting.
- 13.2.2 The Contractor must provide a report to BATUS SO2 ES, or their designated substitute, on a weekly basis identifying where variances to the delivery dates of Articles are expected. The report shall identify as a minimum:
- i. The expected new delivery date of an Article;
  - ii. Explanation for the variance in delivery date;
  - iii. Mitigating actions being taken by the Contractor to meet the new delivery date.
- 13.2.3 Where there are no expected variances to the delivery dates of Articles, such a report does not need to be submitted.
- 13.2.4 The contractor must provide a monthly financial report that includes what has been invoiced and an estimate of work in progress. A template it at Appendix 7.

## 14. Constraints

### 14.1 Quality Assurance

- 14.1.1 The Bidder must submit a Quality Plan as per SACC Manual Clause D5401T (2007-11-30) Quality Plan – Solicitation, as request under sub-paragraph 4.1.1(b) of Part 4 of the RFP.
- 14.1.2 A Government Quality Assurance Representative (GQAR) shall conduct a site visit to confirm adherence to the QMP provided after the 90 day period. The Contractor must maintain compliance with this for the duration of the Contract.
- 14.1.3 The Contractor must ensure all repairs are certified by a suitably qualified and experienced person (SQEP); certifications of any SQEP must be provided to the Technical Authority upon request.

## 15. Concessions

- 15.1 The Contractor is required to deliver Articles that comply in full with the Contract requirements. Exceptionally, however, there may be circumstances when it is to the Technical Authority's benefit to accept the delivery or use of products that do not conform to Contract requirements (e.g. urgent operational commitments). The Technical Authority will only consider the acceptance of a non-conforming Article where there is clear and demonstrable benefit to the UK MOD.

## 16.1 Parts

- 16.1.1 BATUS has on hand some the parts listed in Appendix 1 of Annex A. The Contractor shall utilize these repair parts when such parts are required.
- 16.1.2 The Contractor must utilize Original Equipment Manufactured (OEM) parts supplied by BATUS for all repairs, unless otherwise approved in writing by the Technical Authority. Where parts cannot be obtained from BATUS the Contractor must be responsible for the procurement of the required parts.

16.1.3 The Contractor must provide a Certificate of Conformity (CofC), in accordance with the QMP, for all replacement parts procured by the Contractor. One copy of the CofC must be sent to the Technical Authority and must include the following information:

- a. Contractor's name and address;
- b. Contractor's unique CofC reference number;
- c. Contract number;
- d. Details of any approved concessions;
- e. Acquirer name and organisation;
- f. Delivery address;
- g. Description of Article including part number, specification and configuration status;
- h. Identification marks, batch and serial number(s) in accordance with the specification;
- i. Quantities;
- j. A signed and dated statement by the Contractor that Articles provided comply with the requirements of the Contract, and approved concessions;
- k. Exceptions or additions to the above are to be documented.

16.1.4 The Contractor must demonstrate traceability and design provenance through the supply chain and must include in any relevant sub-contract the requirement for the information called for within the CofC. The Contractor must ensure that this information is provided to the Technical Authority.

16.1.5 All procured parts must meet or exceed the OEM specification where this is available, and must be purchased from competent suppliers.

16.1.6 Procurement of spare parts which exceed \$2500.00 authorization from the Technical Authority shall be obtained.

## 17. Safety

17.1 The Contractor must immediately report any MOD equipment related failures or incidents that affect safety to the Technical Authority.

## 18. Consignment and Packaging

18.1 BATUS must provide all Articles to the Contractor for repair with the appropriate packaging where available. The Contractor must confirm during collection that the Article is contained within the appropriate packaging for transit. All crates and specialized wooden original packaging must be returned with the repaired item.

18.2 In the event the packaging is damaged or deficient, the Contractor must collect the Article in the current packaging and must be responsible for providing Commercial Packaging when the repaired Article is delivered back to the relevant BATUS Holding Unit. The Contractor shall be reimbursed for providing appropriate Commercial Packaging and shall return the original, damaged packaging to BATUS.

18.3 The Contractor must provide commercial packaging to provide ease of handling, ensures delivery of the Article in an undamaged and serviceable condition to BATUS, and is labelled to ensure the contents can be identified without need to breach the package.

18.4 The Contractor must mark or label an external surface of each package with the following information;

- i. Date of repair, service or remanufacture;
- ii. Description of the Article(s);
- iii. The full thirteen (13) digit NATO Stock Number (NSN) and Manufacturer's Part Number (if applicable);
- iv. The quantity;



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- v. Contract Number and 2289 Form Control Number;
  - vi. Shelf life of Article(s) where applicable;
  - vii. Any statutory hazard markings and handling markings including the mass of any package which exceeds 3kg gross;

18.5 Where there is a failure of suitable Commercial Packaging provided by the Contractor, and this is attributed to the Contractor, then the Contractor shall be liable for the cost of replacing the packaging.

18.6 In the event that the wooden containers are damaged and requiring repair the Contractor shall provide BATUS with a quote for the inspection, repair and/or repaint of reusable metal or wooden containers. For Containers beyond repair, the Contractor shall ascertain whether a replacement is available from DND. If no replacement is available, the Contractor shall provide a proposal for a replacement and obtain written approval from the Technical Authority. If approved, it will become a charge against the contract at the approved rate.

## 19. Warranty

- 19.1 The Contractor must warrant that each repair or exchanged Article is fit for purpose and must provide a twelve (12) month warranty.
- 19.2 Warranty shall include work found to be unsatisfactory due to faulty workmanship or materials. The cost of rectification, including transport to and from BATUS, and the costs of any spare parts must be borne by the Contractor. The Technical Authority shall pay fair and reasonable prices for any transportation and work carried out by the Contractor to ascertain the cause of the fault where it is subsequently agreed the fault is not attributable to the Contractor.

## 20. Special Jigs, Tooling and Test Equipment

- 20.1 The Contractor shall provide all "Special Jigs, Tools etc.", meaning jigs, tools, patterns moulds, dies, manufacturing gauges and test equipment, together with any associated fixtures, fittings and software, necessary for the repair of the Articles, or for the performance of any other work in accordance with this Contract by Contract start date.

## 21. Redundant Materiel

- 21.1 All Redundant Materiel <sup>2</sup> resulting from work carried out for the purposes of the Contract, which have been provided by the Technical Authority under the Contract, or which is otherwise owned by the Technical Authority, must be returned at contract expiry.

## 22. Record Retention

- 22.1 The Contractor, and its sub-contractors, must maintain all records in connection with this SOW and make them available to the Technical Authority when requested on reasonable notice. The Contractor must retain all records, including inspection and test records for all Articles, for a period of at least six (6) years from the:
- a. End of the Contract term;
  - b. Termination of the Contract; or
  - c. Final payment, whichever occurs latest.

## 23. Acceptance and Invoicing

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<sup>2</sup> Materiel identified is surplus to the requirement of the Contract for whatever reason.



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- 23.1 The Contractor must provide a detailed breakdown of all parts, labor, materials, supplies, packaging and narrative of what work was carried out on the invoice for each Article. Where applicable and requested, written certification must be provided to support any inspections performed by the Contractor where Departmental, Provincial or National standards are required.
- 23.2 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment (Technical Authority);
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Contract No. - N° de contrat  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
STN205  
CCC No./N° CCC - FMS No./N° VME

#### APPENDIX 1 TO ANNEX A - RADIATOR ARTICLES

Platform	Item	Estimated Quantity to Repair*
<b>Challenger 2 Main Battle Tank</b>		
	Oil Cooler	1
<b>Challenger Armored Repair and Recovery Vehicle (CRARRV)</b>		
	Radiator	1
<b>Warrior Armoured Fighting Vehicle</b>		
	Air Charge Cooler	6
	Oil Cooler	4
	Radiator	3
<b>Bulldog Armoured Fighting Vehicle</b>		
	Radiator	2
<b>MAN SV</b>		
	Radiator	1
<b>Land Rover</b>		
	Transmission Fluid Cooler	3
Total		21

\* The number of items requiring repair during each year of the contract is estimated as shown in Appendix 1 of Annex A. The quantities stated herein are the best estimates available. No guarantee can be given these are estimates only.

This list is not exhaustive as other types of platforms rotate through the training fleet regularly. However, these vehicles are representative of the types and sizes expected to be supported by the radiators contract.

**As per CTAT Office, National Defence, it has been determined that none of the Items contained in Appendix 1 to Annex A are subject to Canadian Controlled Goods regulations.**

Contract No. - N° de contrat

W0142-23X003/A

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

W0142-23X003

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

STN205

CCC No./N° CCC - FMS No./N° VME

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## APPENDIX 2 TO ANNEX A - LEVELS OF REPAIR

Level	Description
1	Servicing and day-to-day preparation conducted by the equipment user, which may include basic operations such as functional testing, servicing, minor modifications, fault diagnosis and corrective maintenance by replacement, adjustment or minor repair.
2	Maintenance by replacement, adjustment or minor repair.
3	Repair, partial reconditioning and modification requiring special skills or equipment; but which is short of a complete strip, reconditioning and re-assembly.
4	Full overhaul, reconditioning, major conversions, or major repairs.

Contract No. - N° de contrat

W0142-23X003/A

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

W0142-23X003

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

STN205

CCC No./N° CCC - FMS No./N° VME

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### APPENDIX 3 TO ANNEX A – MOD 2289 FORM

Solicitation No. - N° de l'invitation  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
stn205  
CCC No./N° CCC - FMS No./N° VME

**MOD Direct Repair Scheme (DRS)**  
**Order for Services off a Running Contract**

**MOD 2289**  
(Rev 12/19)

<b>A - Nominated Repair Contractor</b>	
<input type="text"/>	B - Contract <input type="text"/> C - Control Number <input type="text"/> D - UIN <input type="text"/>
<b>E - Equipment Details</b>	
Vehicle / Equipment <input type="text"/>	VRN <input type="text"/>
MJDI Demand No* <input type="text"/>	Item <input type="text"/>
NATO Stock No <input type="text"/>	Qty <input type="text"/> Target Date <input type="text"/>
Type of Repair <input type="text"/>	
<b>Unit Details (Do not use for payment)</b>	
It is confirmed that the item is not available through the stores system or the delivery time is not acceptable.	
Address <input type="text"/>	Signature <input type="text"/> Name <input type="text"/>
	Demand No <input type="text"/> Date <input type="text"/>
	Collection Date <input type="text"/> Signature <input type="text"/>
	Tel No <input type="text"/> Unit Ref No <input type="text"/>
<b>F - Certification by Contractor</b>	<b>F - Certification by Unit</b>
The work specified has been carried out satisfactorily. MOD parts (where provided) have been incorporated. The equipment has been inspected and tested and is considered safe & serviceable.	The equipment detailed above has been received after repair.
Signature <input type="text"/>	Signature <input type="text"/>
Name <input type="text"/>	Name <input type="text"/>
Date <input type="text"/>	Date <input type="text"/>
Contractor Stamp <input type="text"/>	Unit Stamp <input type="text"/>
All DRS items must be accounted for through the MJDI Log IS system.	
R2 RV No <input type="text"/> Date <input type="text"/>	A1 RV No <input type="text"/> Date <input type="text"/>
R2 IV No <input type="text"/> Date <input type="text"/>	A1 IV No <input type="text"/> Date <input type="text"/>

\* Form not to be processed by DE&S until MJDI Demand Number inserted.

Contract No. - N° de contrat  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
STN205  
CCC No./N° CCC - FMS No./N° VME

**APPENDIX 4 TO ANNEX A - BR FORM**

APPLICATION FOR DISPOSAL OF BR/BER EQUIPMENT			Form P2 Issue 1
Suppliers Name / Address:			Form Ref. No:
		Contract/SOR Order No.:	
Programme:		Order Item No:	
Telephone No:		*Delete as applicable	
Project: e.g.		WARRANTY / NON WARRANTY	
Type of Item/Equipment:			
Serial No:		Part No:	NSN:
Brief Description of Condition of Item: -			
Signature:		Position:	Date:
QA Comments:			
Signature:		Position:	Date:
MOD QAR Comments:			
Signature:		Position:	Date:
AFG 1043 Serial No:			

Contract No. - N° de contrat  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
STN205  
CCC No./N° CCC - FMS No./N° VME

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#### APPENDIX 5 TO ANNEX A - DISCREPANCY REPORT

Contract Number & Description	Work Invoiced in Current Month (a)	Completed but Not Invoiced in Current Month (b)	Work Completed in Current Month (a+b)	Estimate of Completed work on Outstanding Tasks (c)	Total of Work Yet to be Invoiced (b+c)

1. Monthly financial report is to be sent to the Authority on the first day of the month for the previous months work.

Contract No. - N° de contrat  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
STN205  
CCC No./N° CCC - FMS No./N° VME

## APPENDIX 6 TO ANNEX A – PSA REPORT

Item Record Information - KEY DATA FIELDS			
Serial	Name	Description	Comments
1	NATO Stock Number (NSN)	The NSN is to be provided in 3 separate fields, i.e.	The NSN is a 13-digit number assigned to an Item of Supply. "Dummy" reference numbers should not be used.
1a		NSN (4 digits)	
1b		NC (2 digits)	
1c		IIN (7 digits)	
2	Contract Number	Contract Number under which the contractor holds GFA.	
3	Terms of Issue /Loan Type	Contract Work Item (CWI); Contract Work Arising (CWA); Contract Support Item (CSI); Contract Embodiment Item (CEI).	This is the loan category indicating why industry is holding the asset.
4	Part Number	The Original Equipment Manufacturer's part number for the item if available.	Essential if Serial 1 information is not available. A serial number or unique sequence number should be identified for high value stock items. For STTE insert Tool No.
Item Record Information - GENERAL DATA FIELDS			
5	Domestic Management Code (DMC)	Unique Identifier used to further identify the main equipment to which an item belongs.	Domestic Management Code examples are; DMC (Land): 1VSM Note - No DMC starts with a 0 (zero).
6	Description	A description of the Asset	The description on the issuing paperwork should be used.
7	Unit of Measure	Each, Pack, etc. for each line	Otherwise known as Denomination of Quantity.
8	Preceding Contract No		
9	STTE Indicator		
10	Prime Contractor		
11	Disposal Indicator	Highlights an item which requires disposal: 1 – Obsolete 2 – Surplus 3 – Disposal instructions requested 4 – Disposal instructions received	
12	Asset Location	The name of the Site where the contractor holds the item. This should not exceed 30 characters.	This field only needs to be populated if the asset is held on a site other than the primary site.



Contract No. - N° de contrat  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
STN205  
CCC No./N° CCC - FMS No./N° VME

13	Remarks		Any remarks pertinent to the item or that will better identify ownership.
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### Transactional Information - KEY DATA FIELDS

Serial	Name	Description	Comments
14	Opening Balance Data	Reporting period start date.	
15	Quantity Embodied	When the item has been embodied in the product	
16	Quantity Returned to MOD	Quantity of items returned to MOD.	
17	Quantity Disposed	Quantity of items scrapped on site or lost in shops and items authorised for disposal.	
18	Quantity Issued - Other	Any other issue of items not covered by serial 14, 15 or 16.	The reason for the issue / transfer is to be recorded in the remarks field.
19	Quantity Received		
20	Stocktaking Adjustments	Stock Adjustments (Qty) as a result of stocktaking losses or gains.	
21	Closing Balance	The total quantity in stock at the close of the reporting period	
22	Closing Balance date	Reporting period end date.	

Contract No. - N° de contrat  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
STN205  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "B"

### BASIS OF PAYMENT

- Rates quoted must include ALL relative costs associated with providing the service, including pick-up and delivery of goods, in accordance with the Statement of Work, Annex "A", contained herein and remain firm for the period of the Contract.
- GST is not to be included in the firm unit prices but will be added to any invoice issued against the Contract.
- Estimated usages are for evaluation purposes only and will not form any part of the resulting standing offer; actual usage may vary from amounts shown.
- Bidders must provide a price for each line item to be considered responsive.
- *During certain periods throughout the year labor outside regular working hours may be required to meet increased demands. The requirement for work Outside Regular Working Hours will require pre-approval in writing by the BATUS SO2 ES or delegated representative.*

### INITIAL PERIOD 2022-09-01 TO 2024-08-31

Item	Description	Year One (a)	Year Two (b)
1.	<b>Labor: Direct or Productive for Personnel used exclusively in work</b> i. Regular Working Hours: Mon-Fri: 8am – 5pm ii. Outside Regular Working Hours: Mon-Fri, Weekend & Stat Holidays		
	<b>Repair:</b>		
	i. Regular Working Hours	\$_____ / hr	\$_____ / hr
	ii. Outside Working Hours	\$_____ / hr	\$_____ / hr
2.	<b>Transportation:</b> Lump sum all-inclusive round-trip price for the transportation of items to and from CFB Suffield and Contractor's premises		
	Transportation	\$_____ / trip	\$_____ / trip

Contract No. - N° de contrat  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
STN205  
CCC No./N° CCC - FMS No./N° VME

3.	<b>Material and Replacement Parts (except free issue)</b>  At laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges) plus a markup of % (which includes purchasing expenses, internal handling, G&A expenses, and profit) excluding sales tax. Sales tax to be shown as separate item.	_____ %	_____ %
4.	<b>Shop Supplies</b>  Shop supplies (less oils and lubricants) are billable for actuals used on the project. Where, an invoice is likely to exceed the sum of \$200 it must be supported by a breakdown of the shop supplies being billed. No markup is authorized for shop supplies		
5.	<b>Meeting Attendance:</b>  Lump sum all-inclusive price for attending each meeting.	\$_____/ meeting	\$_____/ meeting
6.	<b>Reports and Administration:</b>  Lump sum all-inclusive price for reports and associated administration, spares collection, parts ordering, management information etc. (As indicated in 12.2 Reports)	\$_____/ month	\$_____/ month
7.	<b>Packaging:</b>  i. Lump sum all-inclusive price for providing Commercial Packaging where required and where appropriate.  ii. Repairing Special Protective Containers.	Billable for actuals used   Billable as per approved quote	Billable for actuals used   Billable as per approved quote

Contract No. - N° de contrat  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
STN205  
CCC No./N° CCC - FMS No./N° VME

## OPTION PERIODS

Item	Description	Option Year One 2024-09-01 to 2025-08-31 (a)	Option Year Two 2025-09-01 to 2026-08-31 (b)
8.	<b>Labor: Direct or Productive for Personnel used exclusively in work</b> iii. Regular Working Hours: Mon-Fri: 8am – 5pm iv. Outside Regular Working Hours: Mon-Fri, Weekend & Stat Holidays		
	<b>Repair:</b>		
	i. Regular Working Hours	\$_____ / hr	\$_____ / hr
	ii. Outside Working Hours	\$_____ / hr	\$_____ / hr
9.	<b>Transportation:</b> Lump sum all-inclusive round-trip price for the transportation of items to and from CFB Suffield and Contractor's premises		
	Transportation	\$_____ / trip	\$_____ / trip
10.	<b>Material and Replacement Parts (except free issue)</b>  At laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges) plus a markup of % (which includes purchasing expenses, internal handling, G&A expenses, and profit) excluding sales tax. Sales tax to be shown as separate item.	_____ %	_____ %
11.	<b>Shop Supplies</b>	Shop supplies (less oils and lubricants) are billable for actuals used on the project. Where, an invoice is likely to exceed the sum of \$200 it must be supported by a breakdown of the shop supplies being billed. No markup is authorized for shop supplies	
12.	<b>Meeting Attendance:</b>  Lump sum all-inclusive price for attending each meeting.	\$_____ / meeting	\$_____ / meeting

Contract No. - N° de contrat  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
STN205  
CCC No./N° CCC - FMS No./N° VME

13.	<b>Reports and Administration:</b>  Lump sum all-inclusive price for reports and associated administration, spares collection, parts ordering, management information etc. (As indicated in 12.2 Reports)	\$_____/ month	\$_____/ month
14.	<b>Packaging:</b>  i. Lump sum all-inclusive price for providing Commercial Packaging where required and where appropriate.  ii. Repairing Special Protective Containers.	Billable for actuals used  Billable as per approved quote	Billable for actuals used  Billable as per approved quote

## **ANNEX "C"**

### **INSURANCE REQUIREMENTS**

#### **1. Commercial General Liability Insurance (G2001C)**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - e. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - f. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Contract No. - N° de contrat

W0142-23X003/A

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

W0142-23X003

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

STN205

CCC No./N° CCC - FMS No./N° VME

- 
- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

Contract No. - N° de contrat

W0142-23X003/A

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

W0142-23X003

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

STN205

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “D”**

### **DND 626 TASK AUTHORIZATION FORM**



**TASK AUTHORIZATION  
AUTORISATION DES TÂCHES**

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat  Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<b>TO THE CONTRACTOR</b> You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.  Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.	
Delivery location – Expédiez à	<b>À L'ENTREPRENEUR</b> Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.  Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.	
Delivery/Completion date – Date de livraison/d'achèvement	<div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>Date</div> <div>for the Department of National Defence pour le ministère de la Défense nationale</div> </div>	
Contract item no. N° d'article du contrat	Services	Cost Prix
	<b>GST/HST TPS/TVH</b>	
	<b>Total</b>	
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p><b>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</div> <div></div> </div> </div>		

## Instructions for completing DND 626 - Task Authorization

### Contract no.

Enter the PWGSC contract number in full.

### Task no.

Enter the sequential Task number.

### Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

### Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

### Previous value

Enter the previous total dollar amount including taxes.

### To

Name of the contractor.

### Delivery location

Location where the work will be completed, if other than the contractor's location.

### Delivery/Completion date

Completion date for the task.

### for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

### Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

### Cost

The cost of the Task broken out into the individual costed items in **Services**.

### GST/HST

The GST/HST cost as appropriate.

### Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

### Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

### Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

## Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

### N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

### N° de la tâche

Inscrivez le numéro de tâche séquentiel.

### N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

### Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

### Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

### À

Nom de l'entrepreneur.

### Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

### Date de livraison/d'achèvement

Date d'achèvement de la tâche.

### pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

### Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

### Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

### TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

### Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

### Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

### Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

Contract No. - N° de contrat  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
STN205  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "E"

### TASK AUTHORIZATION USAGE REPORT FORM

**Return to: Nancy Baessler**

Public Works and Government Services Canada  
Acquisition Branch  
Facsimile: (306) 975-5397  
Email: wst-pa-cal@pwgsc-tpsgc.gc.ca

**Quarterly Usage Report Schedule:**

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31;  
4th quarter: January 1 to March 31

**SUPPLIER:**

CONTRACT NUMBER: **W0142-23X003**  
DEPT OR AGENCY: Department of National Defence

Item No.	Task Number Description	Value of the Task (GST/HST excluded)
(A) Total Dollar Value of Tasks for this reporting period		
(B) Accumulated Tasks totals to date:		
(A+B) Total Accumulated Tasks		

**NIL REPORT:** We have not done any business with the federal government for this period [    ]

**PREPARED BY:**

NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

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

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## **ANNEX “F”**

### **TECHNICAL EVALUATION CRITERIA**

The Technical Evaluation Procedures for Bids consist of the following two (2) stages:

Stage 1 - Bids will be evaluated on all Mandatory Technical (M) Criteria.

Stage 2 - Bids meeting all Mandatory Technical (M) Criteria will be evaluated on the basis of the Point-Rated Technical Criteria;

#### **STAGE 1:**

##### **1.1 Mandatory Technical Criteria**

#### **COMPLIANCE MATRIX – MINIMUM MANDATORY TECHNICAL CRITERIA**

A complete list of the minimum mandatory technical criteria are detailed below in the “Compliance Matrix”. Bidders are to clearly demonstrate compliance with each mandatory specification.

1. A complete list of the mandatory evaluation criteria are detailed in the Compliance Matrix below.
2. Bids which fail to meet all of the mandatory evaluation criteria will be declared non-responsive.
3. Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they meet each mandatory evaluation criteria. Bidder should demonstrate their capability in a thorough, concise and clear manner.
4. 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 or stating, without any substantiating information, that a bidder is compliant will not be sufficient.
5. Substantiating information may include, but is not limited to, specification sheets, technical brochures, photographs or illustrations. If published supporting technical documentation is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance. All substantiating information should be provided with the bid at solicitation closing date. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to demonstrate that the proposed product(s) meet the requirements of the evaluation criteria.

Your proposal must address all subjects identified in the Technical Evaluation and Point Rated sections;

Skilled Labor  
Location  
Description of Facility  
Experience  
Quality Plan

6. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
7. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present the topics in the order of the evaluation criteria, and include a grid in their proposal, containing the information which demonstrates how the bidder meets each evaluation criteria. Alternatively, and to avoid any duplication, bidders may also refer to the different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
8. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

Item #	Technical Criteria	Status (M) Mandatory	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column
1	<b>SKILLED LABOUR</b>  The Bidder must provide evidence of suitable qualifications, experience and knowledge for each individual that will certify the completion of repairs, servicing and manufacturing as detailed in the Statement of Work (Annex A).	M		
2	<b>LOCATION</b>  The Bidder must provide copies of a valid business licenses to work in the province of Alberta and identifying that the location of the service provider's workshop is located within a road distance of 300 km or less from CFB Suffield.	M		
3	<b>DESCRIPTION OF FACILITY</b>  The proposed facility must be adequate, in operating condition and with equipment necessary to provide services detailed in Annex A – Statement of Work. (Provide	M		

Contract No. - N° de contrat  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
STN205  
CCC No./N° CCC - FMS No./N° VME

	narrative addressing capacity, quality control, expertise etc.)			
4	<b>EXPERIENCE</b>  The Service Provider must have at least 2 years direct experience in the repair, servicing, overhaul and/or manufacturing of Radiators and must provide proof of experience of this type of work. The narrative must include sufficient detail to establish capabilities regarding volume, quality and expertise.	M		
5	<b>QUALITY PLAN</b>  The Bidder must submit a Quality Plan as per SACC Clause D5401T (2007-11-30) Quality Plan – Solicitation.	M		

## STAGE 2:

### 2.1 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation at bid closing, will be rated accordingly. The rated requirements are as follows:

ID	Bid Deliverable Title	Weighting
1	Experience	25
2	Technical Authorship	15
3	Quality Plan	10
Total		50

### 2.1 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid

Contract No. - N° de contrat

W0142-23X003/A

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

W0142-23X003

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

STN205

CCC No./N° CCC - FMS No./N° VME

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solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation at bid closing, will be rated accordingly. The rated requirements are as follows:

## 1. EXPERIENCE

The Bidder must demonstrate they have successfully provided repair, servicing, overhaul and/or manufacturing of Electrical Articles similar to those identified in the Statement of Work (Annex A) to clients such as Department of National Defence, heavy duty equipment/machinery operators, equipment/machinery involved in oil and gas industry or similar.

Details should include:

- Name(s) of the client organization(s)
- Period during which the service(s) were provided
- Detailed outline of the services provided

Name, telephone number and email address of the organization's contracting official, for verification purposes.

Criteria	Mark
• 10 + years of experience	25 / 25
• 6 to 9 years of experience	15 / 25
• 3 to 5 years of experience	5 / 25
• 0 to 2 years of experience	0 / 25



## 2. TECHNICAL AUTHORSHIP

The Authority wishes to understand the Bidder's experience in technical authorship from first principles as the Bidder will be required to produce repair specifications where technical information cannot be provided by the Technical Authority. The Bidder should provide references of occasions where they have undertaken technical authorship, including the Clients' organisation name, telephone number and email address of the Contracting representative, and details of technical authorship undertaken that is within scope of the supply of a Direct Repair Scheme service for Miscellaneous Engineering/Electricals/Engines and Main Assembly Articles.

Criteria	Mark
<ul style="list-style-type: none"><li>The Bidder has provided evidence of having authored technical documentation from first principles on more than two (2) occasions and the Authority's assessment is that the scope of the Bidder's previous experience of technical authorship is appropriate to the supply of a Direct Repair Scheme service for Miscellaneous Engineering/Electricals/Engines and Main Assembly Articles.</li></ul>	15 / 15
<ul style="list-style-type: none"><li>The Bidder has provided evidence of having authored technical documentation from first principles on one (1) or two (2) occasions and the Authority's assessment is that the scope of the Bidder's previous experience of technical authorship is appropriate to the supply of a Direct Repair Scheme service for Miscellaneous Engineering/Electricals/Engines and Main Assembly Articles.</li></ul>	5 / 15
<ul style="list-style-type: none"><li>The Bidder has not provided any evidence, or has provided insufficient evidence, of having authored technical documentation from first principles <b>AND/OR</b>;</li><li>The Bidder has provided evidence of having authored technical documentation on one (1) or more occasions, but the Authority's assessment is that the scope of the Bidder's previous experience of technical authorship is not appropriate to the supply of a Direct Repair Scheme service for Miscellaneous Engineering/Electricals/Engines and Main Assembly Articles.</li><li>The Bidder has failed to satisfy any one of the criteria for a COMPLIANT or PARTIALLY COMPLIANT score.</li></ul>	0 / 15

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### 3. Quality Management System (QMS) and Quality Management Plan (QMP)

The Technical and Project Authorities wish to understand how Quality will be managed as part of any resulting Contract. The Technical and Project Authorities' wish to ensure the Bidder has a Quality Management System (QMS) in place that has either been verified and received third party accreditation or has provided a Quality Management Plan (QMP) that suitably demonstrates a QMS is in place.

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#### Criteria

- The Bidder has provided evidence of ISO 9001:2015 certification and the Technical and Project Authorities' assessment is that the scope is appropriate to the supply of a Direct Repair Scheme service for Miscellaneous Engineering/Electricals/Engines and Main Assembly Articles., and that the ISO certificate is valid and will be valid at the point of the forecast contract award date and for the duration of the Contract **OR**;
  - The Bidder has provided a Quality Management Plan in accordance with ISO 10005:2005 Quality Management, Guidelines for Quality Plans that documents the majority of the requirements in Appendix 2 of the ISO 10005:2005 Quality Management, Guidelines for Quality Plans, with no more than three (3) of the requirements deemed insufficient;
- 
- The Bidder has provided a Quality Management Plan in accordance with ISO 10005:2005 Quality Management, Guidelines for Quality Plans that documents some of the requirements in Appendix 2 of the ISO 10005:2005 Quality Management, Guidelines for Quality Plans, with between four (4) and six (6) of the requirements deemed insufficient;
-

Solicitation No. - N° de l'invitation  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
SNT205  
CCC No./N° CCC - FMS No./N° VME

- The Bidder has provided a Quality Management Plan in accordance with ISO 10005:2005 Quality Management, Guidelines for Quality Plans that documents a few of the requirements in Appendix 2 of the ISO 10005:2005 Quality Management, Guidelines for Quality Plans, with seven (7) or more of the requirements deemed insufficient **OR**;
- The Technical and Project Authorities' assessment is that there is no information in the plan, or the information provided is not sufficient enough, for the Technical and Project Authorities to understand how the Bidder will manage Quality to ensure the delivery to the requisite quality standards of proposed contract and how the Bidder will manage Quality within the supply of a Direct Repair Scheme service for Miscellaneous Engineering/Electricals/Engines and Main Assembly Articles. **OR**;
- The Bidder has failed to satisfy any one of the criteria for a COMPLIANT or PARTIALLY COMPLIANT score.

Solicitation No. - N° de l'invitation  
W0142-23X003/A  
Client Ref. No. - N° de réf. du client  
W0142-23X003

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
SNT205  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX “G” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)