

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITIONS

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Department of National Defence 101 Colonel By Drive Ottawa, ON K1A 0K2 Attention: Dennis Lam

ADM(Mat)/DGMSSC/DBM

Via email at Dennis.Lam@forces.gc.ca

Proposal to: National Defence Canada

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

Proposition à : Défense nationale Canada

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

Comments - Commentaires

This document contains a security requirement.

SOLICITATION CLOSES L'INVITATION PREND FIN

At: - à:

02:00 PM Eastern Daylight Time (EDT)

On: - le:

24 October 2022

Défense nationale Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

See herein

fournisseur

Title - Sujet
CONVERSION OF MILITARY VEHICLES
Solicitation No. N° de l'invitation
W6381-23-0003-A
Date of Solicitation - Date de l'invitation
29 August 2022
Address enquiries to: Adresser toutes questions à :
Dennis Lam By e-mail to: Dennis.lam@forces.gc.ca
Destination

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

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

Vendor Name and Address - Raison sociale et adresse du

Name and title of person authorized to Vendor/Firm (type or print) - Nom et t autorisée à signer au nom du fourniss (taper ou écrire en caractères d'imprin	titre de la personne seur/de l'entrepreneur
Name - Nom	Title - Titre
Signature	Date



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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 Security Requirements Checklist, the Insurance Requirements, Non- Disclosure Agreement, Electronic Payment Instructions and any other annexes.

1.2 Summary

Within the Department of National Defence, the Director of Supply Chain Operations Disposal, Sales and Artefacts group (DSCO 7) has a requirement for the conversion of two (2) M109 tanks into Commemorative Monuments with the option to convert an additional two (2) M109 tanks when required. The request for proposal is for the provision of labour, materials, tools, products, storage space, transportation and equipment necessary to transport the Military Vehicles from 25 Canadian Forces Supply Depot at 6363 Rue Notre Dame, Montreal, Quebec, to the Contractor's facility, convert them into Commemorative Monuments and deliver them back to 25 Canadian Forces Supply Depot at 6363 Rue Notre Dame, Montreal, Quebec.

It is intended to result in the award of one (1) contract from the date of Contract to one (1) year later. The conversion of the first two (2) M109 tanks must be delivered by 31 December 2022, with the option to convert an additional two (2) M109 tanks within the period of the contract.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

The requirement is limited to Canadian goods and services.

This procurement is subject to the Controlled Goods Program. The <u>Defence Production Act</u> defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

1.3 Debriefings

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

1.4 Nunavut Directive

Not applicable – Intentionally DELETED from this requirement.

1.5 COVID-19 Vaccination Requirement

Not applicable – Intentionally DELETED from this requirement.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions. Clauses and Conditions

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

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

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- A. Section 02, Procurement Business Number is deleted in its entirety.
- B. Subsection 2.d of Section 05, Submission of bids, is deleted in its entirety and replaced with the following:
 - d. send its bid only to the Department of National Defence (DND) organization receiving the bids as specified on page 1 of the bid solicitation.
- C. Subsection 4 of Section 05, Submission of bids, is amended as follows:

Delete: 60 days Insert: 90 days

- D. Section 06, Late bids, is deleted in its entirety.
- E. The text under Section 07, Delayed bids, is deleted in its entirety and replaced with the following:

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

- F. Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.
- G. The text under Section 13, Communications Solicitation Period, is deleted in its entirety and replaced with the following:

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only as indicated on page 1 of the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

H. Subsection 2 of Section 20, Further information, is deleted in its entirety.

If there is a conflict between the provisions of 2003 and this document, this document prevails.

2.1.1 SACC Manual Clauses

<u>A9130T</u> (2019-11-28) Controlled Goods Program - Bid <u>B1000T</u> (2014-06-26) Condition of Material - Bid

2.2 Submission of Bids

Unless specified otherwise in the RFP or otherwise directed by the Contracting Authority, bids must be submitted to the Department of National Defence organization by electronic mail by the date and time indicated on page 1 of the solicitation.

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

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

2.3 Former Public Servant

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

Definitions

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

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

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All inquiries 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 inquiry 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 inquiries 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 inquiry 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 inquiry can be answered to all Bidders. Inquiries 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 Quebec.

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 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Availability of Drawings

Drawings are available upon request. Bidders are to e-mail their request for drawings to: the point of contact identified on page 1 with the File No. Bidders are responsible to request drawings early enough to ensure that the drawings are received before bid closing.

In order to receive a Technical Data Package (TDP), the proposed Bidder must return a signed copy of Annex E, Non-Disclosure Agreement to the point of contact on page 1 on this Request for Proposal. It is to be duly signed by a Senior representative of the company. The TDP will not be released to any bidder without receipt of the Non-Disclosure Agreement.

2.8 Bidder's Conference

Not applicable – Intentionally DELETED from this requirement.

2.9 Optional Site Visit or Mandatory Site Visit

Not applicable – Intentionally DELETED from this requirement.

2.10 Basis for Canada's Ownership of Intellectual Property

Not applicable – Intentionally DELETED from this requirement.

2.11 Bid Challenge and Recourse Mechanisms

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid – one (1) soft copy by e-mail; Section II: Financial Bid – one (1) soft copy by e-mail; Section III: Certifications – one (1) soft copy by e-mail; and Section IV: Additional Information – one (1) soft copy by e-mail.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- A. use 8.5 x 11 inch (216 mm x 279 mm) page size;
- B. use a numbering system that corresponds to the bid solicitation;
- C. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder's name, and address and contact information of its representative;
- D. soft copies will be accepted in any of the following electronic formats:
 - a. Portable Document Format (.pdf)
 - b. Microsoft Word (.doc, .docx)

3.2 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.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B, Basis of Payment.

3.3.1 Electronic Payment of Invoices – Bid

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

If Annex F, 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.

3.3.2 SACC Manual Clauses

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

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

3.5.1 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 **Technical Evaluation**

4.1.1.1 Mandatory Technical Criteria

#	Mandatory Technical (MT) Criterion	Reference
MT1	A visit of the selected Contractor's location will be done, before awarding the contract, by the Technical Inspector of the Department of National Defence, accompanied by a	Security requirement evaluation
	Military Police representative in order to validate the security and conformity of the equipment storage site.	
MT2	The Bidder must demonstrate the ownership of the special tools and equipment required to perform the work on all vehicles at its facility and at the final delivery destination.	SOW, Para 4.
МТЗ	The Bidder must certify that they have an area with a lockable fenced enclosure of at least 6 feet high and under 24 hours surveillance. The surveillance can be electronic or physical. The minimum dimensions of the secure area to enclose the vehicles shall be 16 feet by 36 feet with a minimum height of 16 feet.	A-SJ-100-001/AS-001 National Defence Security Instructions (NDSI) 57
MT4	The Bidder must certify that their facility can accommodate the receipt and the movement of the work identified in the SOW.	SOW Para 5.
MT5	The Bidder's facility where the conversion will be performed must be located in a 700 kilometres perimeter from the Military facility.	Justification: The location of the facility must be at a reasonable distance to accommodate the TA and the QAR who will be required to visit the location regularly. The relatively close proximity is required to limit the risk of having Controlled Goods system on the road for long period of time.
MT6	The Bidder must provide documented proof of being certified ISO 9001:2008 or the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.	
MT7	The Bidder must provide documented proof of being certified by the Canadian Welding Bureau or proof that the hired Welder is certified by the CWB.	

4.1.2 Financial Evaluation

Bidders must submit their financial bid in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Bid

Not applicable – Intentionally DELETED from this requirement.

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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Security Requirements – Required Documentation

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian goods and Canadian services.

The bidder certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3 .6.(9), Example 2, of the Supply Manual.

5.2.3.1.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

5.2.3.2 Set-aside for Indigenous Business

Not applicable – Intentionally DELETED from this requirement.

5.2.3.3 Status and Availability of Resources

Not applicable – Intentionally DELETED from this requirement.

5.2.3.4 COVID-19 vaccination requirement certification

Not applicable – Intentionally DELETED from this requirement.

5.2.3.5 Rate or Price Certification

Not applicable – Intentionally DELETED from this requirement.

5.2.3.6 Education and Experience

Not applicable – Intentionally DELETED from this requirement.

5.2.3.7 Welding Certification

Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standard Association (CSA) standards:

- A. CSA W47.1-03, Certification of Companies for Fusion Welding of Steel division level 3; and
- B. CSA W47.2-M1987(R2003), Certification of Companies for Fusion Welding of Aluminum division level 3.

Before contract award and within twenty (20) calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its certification to the welding standards.

5.2.3.8 Limited to Firms on the Inuit Registry (IFR)

Not applicable – Intentionally DELETED from this requirement.

5.2.3.9 Other Certifications

See Part 4, Evaluation Procedures and Basis of Selection, Mandatory Technical Criteria - MT3, MT4 and MT6.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

Before award of a contract, the following conditions must be met:

A. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses.

Before access to sensitive information is provided to the Bidder, the following conditions must be met:

- A. the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 Resulting Contract Clauses; and
- B. the Bidder's security capabilities must be met as indicated in Part 7 Resulting Contract Clauses.

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

6.2 Financial Capability

Not applicable – Intentionally DELETED from this requirement.

6.3 Bid Financial Security

Not applicable – Intentionally DELETED from this requirement.

6.4 Controlled Goods Requirement

SACC Manual clause A9130T (2019-11-28) Controlled Goods Program

6.5 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 D.

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.

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 in Annex A and its Appendices.

7.1.1. Optional Goods and/or Services

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

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

7.1.2. Task Authorization

Not applicable – Intentionally DELETED from this requirement.

7.2 Standard Clauses and Conditions

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

7.2.1. General Conditions

<u>2035</u> (2020-05-28), General Conditions – Higher Complexity – Services, apply to and form part of the Contract, with the following modifications:

A. Subsection "Canada, "Crown", "Her Majesty" or "the Government" of Section 01, Interpretation, is deleted and replaced with the following:

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

7.2.2. Supplemental General Conditions

Not applicable – Intentionally DELETED from this requirement.

7.3 Security Requirements

7.3.1. The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Security Requirement for Canadian Supplier: PWGSC File No. W6381-23-0003

- 1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding and Production Capabilities at the level of PROTECTED A, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. This contract includes access to **Controlled Goods**. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 4. Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
- 5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 6. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Contract Security Manual (Latest Edition).

7.3.2. Contractor's Sites or Premises Requiring Safeguarding Measures

1. Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

2. The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1. Period of the Contract

The period of the Contract is from date of Contract to [to be specified in resulting contract] inclusive.

7.4.2. Optional Goods and/or Services

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

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

7.4.3. **Delivery Date**

The conversion and delivery of the first two (2) M109 tanks into Commemorative Monuments must be received on or before 31 December 2022.

The conversion and delivery of the optional goods and/or services will be determined when the option is exercised.

7.4.4. Comprehensive Land Claims Agreements (CLCAs)

Not applicable – Intentionally DELETED from this requirement.

7.4.5. **Delivery Points**

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

7.5 Authorities

7.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Name: Dennis Lam

Title: Procurement and Contracting Officer
Organization: Department of National Defence
Directorate: Directorate of Business Management
Address: National Defence Headquarters

101 Colonel By Drive Ottawa, ON, K1A 0K2

Telephone: 613-219-5185

E-mail: Dennis.Lam@forces.gc.ca

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

7.5.2. Technical Authority

Name: [to be specified in resulting contract]
Title: [to be specified in resulting contract]
Organization: Department of National Defence
[to be specified in resulting contract]
Address: National Defence Headquarters

101 Colonel By Drive, Ottawa, ON, K1A 0K2

Telephone: [to be specified in resulting contract]
E-mail: [to be specified in resulting contract]

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

7.5.3. Contractor's Representative

Name: [to be specified in resulting contract]

Title: [to be specified in resulting contract]
Organization: [to be specified in resulting contract]
Address: [to be specified in resulting contract]
Telephone: [to be specified in resulting contract]
E-mail: [to be specified in resulting contract]

7.6 Proactive Disclosure of Contracts with Former Public Servants

[full text of SACC Manual clause A3025C (2020-05-04), Proactive Disclosure of Contracts with Former Public Servants, will be inserted if the selected Bidder provided in accordance with the article 3 of Part 2, Former Public Servant, information on its status with respect to being a Former Public Servant in receipt of a Public Service Superannuation Act (PSSA) pension]

7.7 Payment

7.7.1. Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B, Basis of Payment, Delivery Duty Paid (DDP) at Consignee, as per Incoterms 2000, for a cost of \$[to be specified in resulting contract]. Customs duties are included and Applicable Taxes are extra.

7.7.2. Limitation of Price

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

7.7.3. Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

7.7.4. Electronic Payment of Invoices – Contract

[to solely include in the clause the electronic payment instruments selected by the bidder, as indicated in its financial bid]

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

- A. Visa Acquisition Card;
- B. MasterCard Acquisition Card:
- C. Direct Deposit (Domestic and International);
- D. Electronic Data Interchange (EDI);
- E. Wire Transfer (International Only):
- F. Large Value Transfer System (LVTS) (Over \$25M).

7.7.5. **Discretionary Audit**

SACC Manual Clause C0101C (2010-01-11) Discretionary Audit

7.7.6. Time Verification

Not applicable – Intentionally DELETED from this requirement.

7.8 Invoicing Instructions

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

Invoices must be prepared to show the licence plate number and/or identification number of the vehicle in question.

Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract.

Invoices must be distributed as follows: The original must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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. Registered on the Inuit Firm Registry (IFR)

Not applicable – Intentionally DELETED from this requirement.

7.9.3. Federal Contractors Program for Employment Equity - Default by the Contractor

Not applicable – Intentionally DELETED from this requirement.

7.9.4. SACC Manual Clauses

A9117C (2007-11-30) T2104 – Direct Request by Customer Department

B1505C (2016-01-28) Shipment of Hazardous Materials

C2801C (2017-08-17) Priority Rating – Canadian-based Contractor

D3010C (2016-01-28) Delivery of Dangerous Goods/Hazardous Products

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

<u>D5510C</u> (2017-08-17) Quality assurance authority (Department of National Defence): Canadian-based contractor

<u>D5540C</u> (2021-05-20) ISO 9001:2015 Quality Management Systems – Requirements (Quality Assurance Code Q)

<u>D5606C</u> (2017-11-28) Release Documents (Department of National Defence): Canadian-based Contractor

7.9.5. Release Documents - Distribution

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

- A. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- B. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- C. One (1) copy to the Contracting Authority;
- D. One (1) copy to:

National Defence Headquarters 101 Colonel By Drive Ottawa, ON, K1A OK2 Attention: [to be specified in resulting contract]

- E. One (1) copy to the Quality Assurance Representative;
- F. One (1) copy to the Contractor; and
- G. For all non-Canadian contractors, one (1) copy to:

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

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

7.9.6. **Quality Plan**

No later than thirty (30) 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 9001:2015 "Quality management systems – Requirements"*, according to the guidelines of the latest issue (at contract date) of *ISO/IEC 90003:2018 "Software engineering - Guidelines* for the application of *ISO 9001:2015 to computer software"*.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec. [or the province or territory as specified by the Bidder in its bid, if applicable]

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 <u>2035</u> (2020-05-28), General Conditions Higher Complexity Services;
- C. Annex A, Statement of Work;
- D. Annex B, Basis of Payment;
- E. Annex C, Security Requirements Check List;
- F. Annex D, Insurance Requirements;
- G. Annex E, Non-Disclosure Agreement;
- H. Annex F, Electronic Payment Instructions; and
- I. the Contractor's bid dated [to be specified in resulting contract], as clarified on [to be specified in resulting contract, if applicable], and as amended on [to be specified in resulting contract, if applicable].

7.12 Defence Contract

SACC Manual clause A9006C (2021-07-16) Defence Contract

7.13 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.14 Insurance - Specific Requirements

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

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

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

7.15 Controlled Goods Program

SACC Manual clause <u>A9131C</u> (2020-11-19) Controlled Goods Program SACC Manual clause <u>B4060C</u> (2018-06-21) Controlled Goods Program

7.16 Limitation of Liability

Not applicable – Intentionally DELETED from this requirement.

7.17 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.

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.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

ANNEX A, STATEMENT OF WORK

PURPOSE

1. The purpose of this document is to provide the general and specific requirements for the full and satisfactory performance of work on military vehicles in the aim of converting two (2) M109 tanks into commemorative monuments with the option to convert an additional two (2) M109 tanks when required. The goods and services will be provided and executed by a private sector Contractor on behalf of the Department of National Defence (DND), represented by the Director of Supply Chain Operations Disposal, Sales, Artefact (DSCO 7).

BACKGROUND

2. The Canadian Forces (CF) have four (4) M109 tanks, which are out of commission and have been declared surplus (see photographs in Appendix E). The aim is to remove the existing residual, unserviceable material and to carry out certain work in the aim of converting two (2) of the vehicles into a commemorative monuments with the option to convert an additional two (2) vehicles when required.

DEADLINE

3. All work and services, including pick-up and delivery at final destination for each vehicle conversion must be completed by 31 December 2022.

WORK DESCRIPTION

General

4. The Contractor must provide the labour, materials, tools, products, work and storage space, transportation and equipment required to transport each vehicle from 25 Canadian Forces Supply Depot at 6363 Rue Notre Dame, Montreal, Quebec, convert it to a commemorative monument, and deliver the commemorative monument back to 25 Canadian Forces Supply Depot at 6363 Rue Notre Dame, Montreal, Quebec.

SECURITY REQUIREMENTS

5. The Contractor must provide a security perimeter with restricted access for the equipment. The Contractor must provide a parking area fenced (6 feet high) with a locked barrier, or provide a hangar where all pieces of equipment will be stored inside within the Contractor's premises. The minimum dimensions of the secure area to enclose the vehicles must be 16 feet by 36 feet with a minimum height of 16 feet. These dimensions are also the minimum free space required to work on the larger vehicle described herein at Appendix E.

VISIT TO LOCATION

6. A visit of the selected Contractor's location will be done before awarding the contract by the Technical Inspector of the Department of National Defence, in order to validate the security and conformity of the equipment storage site.

RETURN OF DESIGNATED PIECES OF EQUIPMENT

7. In preparation for the return of designated pieces of equipment, each piece must be cleaned and identified by the Contractor then inspected by the DND Technical Representative. Upon inspection, the Contractor must prepare the return parts for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package the equipment in quantity of one (1) by package. The equipment will be returned to 25 Canadian Forces Supply Depot (Montréal) at as per the Technical Representative instructions.

RETURN OF REFERENCE MANUALS

8. Provided references, regardless of shape (electronic or paper) must be returned by Contractor to DSCO 7 upon completion of the contract. Any copies made for practicality reason during the contract period must be destroyed at the end date of the contract. The Contractor will be required to sign an attestation provided by the Technical Authority stating that all documents will be destroyed after the work is completed. Any electronic documents are not permitted to be shared, produced or stored on non-DND networks.

DISPOSAL OF RESIDUAL MATERIALS

9. The Contractor must identify all residual materials requiring disposal. The DND technical representative will ensure that any controlled goods that may have been accidentally missed and is found with the residual materials get segregated and returned to 25 Canadian Forces Supply Depot (Montréal) along with the designated pieces of equipment as per the instructions in Annex A. Upon approval by the DND technical representative, disposal of residual materials will be done in accordance with the applicable acts, regulations and environmental standards in effect, including requirements respecting the disposal of hazardous waste. Following the final inspection by the designated technical representative from DND, all applicable certificates set out in annexes must be completed.

DND RESPONSIBILITIES

- 10.As part of the performance of the work covered in this document, DND will provide the following:
 - a. The machinery, equipment and operators required at the 25 Canadian Forces Supply Depot (Montréal) to place each vehicle onto the transportation truck designated by the Contractor.
 - The personnel required to coordinate visits for picking up the vehicles and grant the Contractor or the contractor's designated personnel access to the DND site and the vehicles and machinery;
 - c. The personnel required for the initial inspection of the Contractor's storage and work facilities in order to ensure that they meet requirements.
 - d. The personnel required to inspect the Contractor's work, including the batch of components removed from each vehicle, and record the conversion;
 - e. The Technical Authority to provide instructions to the welder for operating the M109 gun (opening and closing the breech) before any welding is initiated.

DELIVERABLES

- 11. Current requirements for conversion are as follows:
 - Two (2) M109 tanks into Commemorative Monuments

APPENDICES

Appendix A - Technical Specifications for the Preparation of a M109

Appendix B - Warning Plate Instructions

Appendix C - Conversion to Display Monument Confirmation

Appendix D - Halon Decommissioning Certificate

Appendix E - Equipment Photo

APPENDIX A – TECHNICAL SPECIFICATIONS FOR THE PREPARATION OF M109 AS DISPLAY MONUMENT

PURPOSE

1. The purpose of this instruction is to provide a detailed guide when preparing M109 to be used as memorials and monuments. Photos are provided in Appendix E.

REQUIREMENTS

2. The Contractor must ensure the following is completed as part of the equipment preparation.

CAB GUNNERY M109

- 3. As part of the preparation process there are assemblies that are to be removed from the vehicle. All fluids, oils and coolant, are to be removed from the major assemblies and disposed of in accordance with current environmental regulations, policies and practices. The assemblies/components that are to be removed, cleaned and returned to 25 Canadian Forces Supply Depot (Montréal) are:
 - a. Engine;
 - b. Transmission;

Safety: Prior to working on gunnery parts, the gun barrel is to be affixed to the travel lock mechanism, at the front end of the vehicle;

c. Remove all Nitrogen from the recoil system and accumulators;

Caution: Removing Nitrogen when the gun is elevated will cause injury if the barrel is not locked in the travel lock support clamp.

d. Drain all hydraulic fluid from recoil system, hydraulic components and discard all filters and flush the system.

CAB ARTILLERY FIRE CONTROL ELECTRO-OPTICS M109

- 4. All of the following Sighting components must be removed, packaged, identified and returned to 25 Canadian Forces Supply Depot (Montréal) for consolidation and repair decision by the TA:
 - a. The items to be physically removed from the turret are as follows:
 - 1) NSN: 1290-00-896-2236 QUADRANT, FIRE CONTROL, M15 (T23E2) (*return Repairable Reserve);
 - 2) NSN: 1240-00-871-2969 MOUNT, TELESCOPE, M145 (T208) (*return Repairable Reserve); and
 - 3) NSN: 1240-00-864-0348 MOUNT, TELESCOPE, M146 (return Repairable Reserve).
- 5. Items that must be welded in position are as follows:
 - a. A wooden plug must be inserted in the muzzle end of the barrel and a steel plate must be welded over the plug;
 - b. Barrel welded inside the breech ring;
 - c. WARNING Prior to completing this step, ensure that the leaf springs closing breech's tension

have been removed. In the event that the spring tension has not been removed contact the Technical Authority. Weld a rod in the barrel chamber to prevent loading;

- d. Breech ring welded to the cradle with a steel plate and the breech ring must be welded with a steel rod to the ceiling and the recoiling mass to the trunnion;
- e. Breech block assembly;
- f. Firing block assembly;
- g. Obturator group assembly;
- h. Carrier and crank assembly;
- i. In the event that the firing mechanism M35 assembly is not already removed, it must be removed and returned to 25 Canadian Forces Supply Depot (Montréal);
- j. Breech operating lever assembly;
- k. Traverse mechanism assembly;
- Actuator assembly;
- m. Loader rammer assembly;
- n. S.A. cam assembly;
- o. Bracket stowage rammer assembly;
- p. Race ring electrical with all contact arms tack weld against the cab;
- q. Barrel lock in the travel lock support clamp;
- r. Travel lock support clamp and locking handle are locked in the locking position (**Note: Must** remove the asbestos before welding);
- s. Upper and lower rotor shield welded outside and inside the cab;
- t. Tube torque key bolts welded to the barrel;
- u. Trunnion bearings;
- v. Bore evacuator (remove the ball bearings first) (Note: cut a slot 0.5 inches by 3 inches long at the bottom before welding);
- w. Baskets covers and removable components;
- x. Barrel shields welded to barrel;
- y. Ballistic cover assembly with ring ballistic cover;
- z. Commander's cupola and ring;
- aa. Cap protective sight mount welded in closed position;

- bb. Turret race rings assembly welded at different places;
- cc. Recoil assembly to the cradle (recuperator, variable recoil and buffer cover caps);
- dd. Loader's hatch in the close and lock position;
- ee. Locking pins and chain welded in position;
- ff. Cab side doors left and right tacked welded;
- gg. Bustle Doors and Clevis assembly tacked welded;
- hh. Door assembly Projectile tacked welded;
- ii. Periscope Protective Cover welded in a close and lock position;
- jj. Crew Commander Hatch welded in a close and lock position;
- kk. Gunner Escape Hatch welded in a close and lock position;
- II. .50 Cal MG Mount assembly;
- mm. Trunnion Bracket welded to the Cab;
- nn. All Stowage Box and Covers;
- oo. Cab assembly Racks tack welded;
- pp. Bracket Mount Bolts of the Elevating Cylinder Bracket;
- qq. Mounting Base Electrical Generator Bolts;
- rr. Immobilization by tack welding all moving components and parts that can easily be removed;
- ss. The spades gun carriage trail locks (left and right) are to be tack welded;
- tt. Metal Plate ¼ inch tick must be welded at the end of the barrel;
- uu. Muzzle brake and the locking ring to the barrel;
- vv. Round Stock 0.5 Inches welded inside the 76MM Grenade Launchers Tubes and 0.5 inches hole drilled at the bottom; and
- ww. Weld a cold rod or angle iron or pipe, ¼ in. thick on the top of the breech ring and butted up to the ceiling. This is to prevent gun movement up and down in case of vandalism against the front gun travel lock assembly.

- 6. The references manuals to prepare the cab gunnery are as follows:
 - a. CTFO C-71-203-000/MX-000, Illustrated spare parts manual;
 - b. C-71-010-008/MN-000, Procedures for preparing equipments as Memorial or Museum Piece;
 - c. A-LM-187-004/JS-001, Hazardous material manual;
 - d. C-04-005-054/AG-001, Technical Management Policy and Procedures, Land Maintenance System Guidelines for the use of Chemical Agent Resistant Coatings (CARC), 1997-05-12;
 - e. C-30-621-002/DU-001, Lubrication order;
 - f. C-71-203-004/MM-001, First and Second line maintenance instructions;
 - g. 9-2350-217-2, Depot Maintenance Work Requirements (DMWR), April 1976;
 - h. C-71-203-000/MA-000, DATA SUMMARY Howitzer, medium, self-propelled, 155mm, M109A4 CDN and M109A4+, 1996-05-31;
 - i. C-71-270-000/MX-001, Illustrated repair parts manual and scale, smoke and fragmentation grenade launcher system, dated 26 Aug 02; and
 - j. D-84-001-004/SF-001, Specification for coating, camouflage, chemical agents resistant, 1997-10-14.

CHASSIS M109 VEHICLE

- 7. The vehicle components to be disposed of are as follows:
 - a. Engine oil system hoses must be drained flushed and the filters must be discarded. In addition, the coolant system and hoses must be drained and flushed complete;
 - b. Transmission oil system coolant & oil sample hoses must be drained flushed and the filters must be discarded;
 - Transfer case oil system must be drained flushed;
 - d. Auxiliary drive and power take off must be drained flushed;
 - e. Fuel cells must be drained and purged;
 - f. Fuel lines must be flushed and purged;
 - g. Radiators must be drained;
 - h. Fan assemblies must be drained;
 - i. Batteries (if installed) must be removed and returned to 25 Canadian Forces Supply Depot (Montréal); and
 - Heaters, coolant and personnel fuel lines must be flushed and purged and coolants hoses must be flushed.

Note: The NSN for each of the assemblies indicated above can be found in CTFO C-30-621-000/MX-000

8. The following items are to be treated and disposed of as per government's environmental regulations:

a. To be applied to the M109 tanks

- b. Final drive, must be drained completely;
- c. The sprocket carriers must be tack welded to the final drive and the sprocket rings must be tack welded to the sprocket carriers to prevent any movement of the tracks;
- d. Fixed fire extinguisher must be flushed, tagged and inoperative;
- e. Episcopes are to remain installed;
- f. To prevent water from building up inside the hull, the covers plate hull floor and engine compartment drain must be removed and a screen is to be fixed over the opening to prevent rodents from nesting inside the hull;
- g. The driver hatch is to be closed and tack welded in place to prevent opening.
- 9. These vehicles are to have the parts identified on a permanent asbestos label affixed to the interior of the vehicle identifying asbestos containing parts and their locations to facilitate the final disposal of the vehicle. As a general, safe practice, unless it is known otherwise, it is recommended that all gasket materials be treated as though it contains asbestos.

Note: The Environmental Assessment provided for the M109 reflect in detail the entire related hazardous materiel and mitigation requirement to convert these vehicles in to commemorative monuments.

10. The vehicle paint is to be touched up as required in such a way that it covers the bared surfaces with metal paint, as per the existing vehicle pattern and colour.

The touch-up paint must:

- a. Protect the metal from oxidation and other materials from deterioration;
- b. Be available in colours comparable and compatible to the CARC and removable camouflage paints.
- 11.The M109 vehicles have been in service for approximately 40 years. As such their exterior surfaces may contain either, or both, of the US Military Chemical Agent Resistant Coating (CARC) topcoats conforming to MIL-C-5309 or MIL-C-46168, and/or the Canadian CARC conforming to Canadian Military Standard D-84-001-004/SF-001. When cured CARCs are heated above 170°C during welding, grinding, sanding or heat generating activities, the urethane chemical linkages will start to decompose and hazardous decomposition products (isocyanides) liberated. Protective clothing must therefore be worn and is to consist of impervious gloves, eye protection, coveralls, and NIOSH approved positive pressure powered air supplied respirator.
- 12.To ensure that the CARC is easily identifiable to future workers conducting maintenance activities, a permanent metal plate (in bilingual format) is to be affixed to the exterior of the M109 destined for display monuments or museum pieces. The instructions for this metal plate are found at Appendix B Warning Plate Instructions.

13. When the conversion is complete, a Conversion to Display Monument Confirmation (Annex C) must be filled out and placed on file locally for five years for audit purposes. A copy must be sent to the responsible LCMM/TA for their records.

APPENDIX B - WARNING PLATE INSTRUCTIONS

Provide and install on each converted piece of equipment a black, 1/8"-thick metallic plate with the below-listed text (in bilingual format) engraved on it in white lettering.

Note: The size of the lettering will be determined such that all of the below-listed text can be placed on an 8.5" X 11" plate.

AVERTISSEMENT

Le revêtement extérieur de ce véhicule contient des éléments le rendant résistant aux agents chimiques (RRAC). Des substances toxiques comme des isocyanates et des métaux lourds peuvent être libérés lors d'opérations génératrices de chaleur intense comme le ponçage, le meulage, le soudage et le perçage. Ce genre de travaux doit être exécuté dans un endroit bien aéré et le personnel exécutant doit porter l'équipement de protection suivant : un respirateur à pression positive approuvé par le National Institute of Occupational Safety and Health, des lunettes, une combinaison et des gants imperméables en accord avec les procédures dans le MIL-DTL-64159 Type II. La poussière et les autres matières produites par de telles activités doivent être considérées comme des déchets dangereux. Ne pas enlever ni recouvrir cet avertissement à moins que la totalité du revêtement externe n'ait été enlevée.

WARNING

The exterior coating of this vehicle contains elements that make it a Chemical Agent Resistant Coating (CARC). Toxic substances including isocyanates and heavy metals are released during heat generating activities such as sanding, grinding, welding or drilling. In addition to ensuring a well ventilated work area, wear the following personal protective equipment during these types of activities: a National Institute of Occupational Safety and Health approved positive pressure powered air supplied respirator, goggles, impervious gloves and coveralls, in accordance with the procedures in MIL-DTL-64159 Type II. Dust and other materials from these activities must be treated as hazardous waste. Do not remove or cover this warning unless all exterior coatings have been totally removed

APPENDIX C – CONVERSION TO DISPLAY MONUMENT CONFIRMATION - (SPECIFY THE TYPE OF EQUIPMENT)

	an Environmental -1, Hazardous Ma	Protection Act erials Management	
equipment), NS	as been granted SN: o a Display Monul	Instruction is to conve	ty (specify type or type of equipment) CFR#
2. Confirmation	n requires that the	following processes are conducted	:
a.	All EIS, commur returned to the C	•	s related equipment be removed and
b.	components, or t		hydraulic fluids, greases, etc), the ositioning at the selected display site efs B and C.
environmental p		d the vehicle for final positioning, i	nnel, using appropriate trade and accordance with Annex (specify the
NAME PO	DSITION DAT	E SIGNATURE	
	al authority confirr at the monument i		d in accordance with the Statement
NAME PC	DSITION DAT	E SIGNATURE	
Г Ть - ТА	.4	:	Dianta Managarat Cantinua di anta

5. The TA must send an electronic copy of the signed Conversion for Display Monument Confirmation to the appropriate EMT representative at NDHQ $\,$

$\frac{\text{APPENDICE C} - \text{CONFIRMATION DE LA CONVERSION EN MONUMENT} - (\text{PRÉCISER LE TYPE} \\ \underline{\text{D'ÉQUIPEMENT}})$

		<i>a protection de l'environnerr</i> s matières dangereuses	nent	
type d'équip	pement), NNO: _	risation de faire don d'une de la	certaine quantité de nstruction consiste à convertir ((préciser le préciser le type
2. La confir	mation exige que	les processus suivants soie	ent suivis :	
a.	Tout l'équipe retourné au S		vision nocturne et aux armes doi	t être enlevé e
b.	ou leurs asse	mblages doivent être enlevé de référence A, B, C, D av	fluide hydraulique, graisse, etc.), és conformément aux exigences p vant la mise en place des monun	résentées dans
place finale	dans les règle		ice qualifié a préparé le véhicule μ les pratiques environnemental de l'énoncé des travaux.	
NOM PO	 DSTE DATE	SIGNATURE		
•	nsable technique ue le monument e		nt été effectués conformément à l'	'énoncé des
NOM PO	OSTE DATE	SIGNATURE		
5 Le respo	neable technique	enverra une conie électroni	que de la confirmation de la conv	version en

5. Le responsable technique enverra une copie électronique de la confirmation de la conversion en monument signée au représentant de l'EGE approprié au QGDN.

APPENDIX D - HALON DECOMMISSIONING CERTIFICATE (SPECIFY TYPE OF EQUIPMENT)

DISPOSAL OR DECOMMISSIONING NOTICE FOR A SYSTEM

Technician / Contractor Name (Print):

MWO Reginald Mercure

NB02254

Service Company / Technician Employer:

Name and Address of Owner of System:

DND, DGLEPM

101 Colonel By Drive, Ottawa, On K1A 0k2

Equipment Registration Number:

CFR 85-77249, ECC: 119205, Model Number: M109 A4+

Name of Operator of System: DND

<u>Location of System Before Decommissioning:</u> <u>DND, DGLEPM, DASPM 3, Ottawa</u>

Type of System: (Circle one):

Fire Extinguishing Solvents Refrigeration

Halocarbon FULLY recuperated from System: Yes No

Amount KG

Remarks: HALON Bottles removed

Type of Halocarbon: Halon 1211

Final destination System: Ottawa, National War Museum

<u>Signature of Technician:</u> <u>MWO R. Mercure</u>

<u>Date of Decommissioning:</u> <u>05 / May / 2006</u>

NOTE: Send a FAX copy of the signed Base Decommissioning Certificate to National Defence Headquarters, at the attention: DASPM 3, FAX #: 819-997-1383

<u>APPENDICE D — CERTIFICAT DE MISE HORS SERVICE DE SYSTÈME AU HALON (PRÉCISER LE TYPE D'ÉQUIPEMENT)</u>

AVIS D'ÉLIMINATION OU DE MISE HORS SERVICE D'UN SYSTÈME

Nom du technicien / de l'entrepreneur (en lettre moulées) : adjum Reginald Mercure
Numéro de certificat du technicien : NB02254
Entreprise de services / employeur du technicien : ministère de la Défense hationale (MDN)
Nom et adresse du propriétaire du système : MDN,/DGGPET
V 1/01 Coloner By Drive, Ottawa (Ontario) K1A DK2
Numéro d'immatriculation du matériel: NMFO: 85-77249, CCE: 119205,
Numéro de modèle : M109 A4+
Nom de l'opérateur du système : MDN
Emplacement du système avant la mise hors service : MDN, DGGPET, DAPEA 3, Ottawa

Type de système : (encercler l'une des réponses suivantes) :

Extincteur Système de solvants Système de réfrigération

Les halocarbures ont ENTIÈREMENT été récupérés du système : Oui Non

Quantité _____kg

Remarques : Bouteilles de halon enlevées

Type d'halocarbure : Halon 1211

<u>Destination finale du système :</u> <u>Ottawa, Musée canadien de la guerre</u>

<u>Signature du technicien : adjum R. Mercure</u>

Date de la mise hors service : 5 mai 2006

REMARQUE : Envoyer une TÉLÉCOPIE du certificat de mise hors service de système signé au Quartier général de la Défense nationale, à l'attention de : DAPEA 3, n° de télécopieur : 819-997-1383.

APPENDIX E - EQUIPMENT PHOTOS

M109



The M109 armoured vehicle is 29.66' (9.04 metres) long; 10.34' (3.15 metres) wide and 10.77' (3.28 metres) high. The weight is 55,049.43 pounds (24,970 kilograms)

ANNEX B, BASIS OF PAYMENT

A – Contract Period (from date of Contract to one (1) years later)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

Item No.	Conversion (Vehicle Type)	U of I	Qty	Unit Price	Total Price	Delivery
1	M109 Tank	EA	2	\$[to be	\$[to be	\$[to be
	(as per Statement of Work)			specified in	specified in	specified in
	,			resulting	resulting	resulting
				contract]	contract]	contract]

B – Optional Goods and/or Services

Item No.	Conversion (Vehicle Type)	U of I	Qty	Unit Price	Total Price	Delivery
1	M109 Tank (as per Statement of Work)	EA	2	\$[to be specified in resulting contract]	\$[to be specified in resulting contract]	\$[to be specified in resulting contract]

ANNEX C, SECURITY REQUIREMENTS CHECK LIST



Contract Number / Number diu contrat
W6381-23-0003
Security Classification / Classification de sécurité

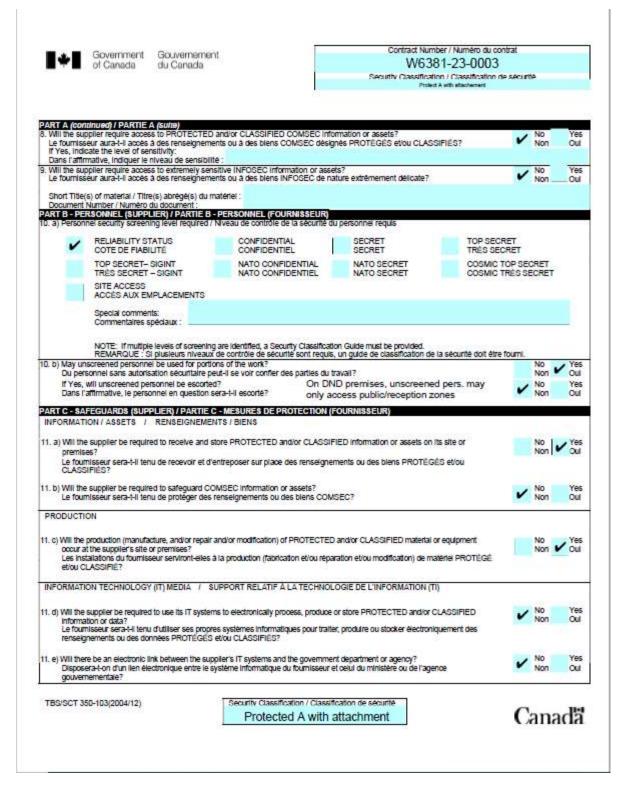
SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PAR	TIE A - INFORMATION CONTRACTUELLE	lo Bernet e Street et la Street	tenlo o	Direct	tion
Ministère ou organisme gouvernemental d'o	rigine Department of National Defence	ADM (Mat)/DGMSSC/DMPP	erale Ni	LINEC	and a
			sous-tra	altant	
4. Brief Description of Work / Brêve description	du travall				
The Director of Supply Chain Operat	tions Disposal, Sales, Artefact (DSCO	7) have a requirement for the con	versi	on of	two (2)
	이 없이 살아보고 있는데 얼마 없었다면 하면				
				No Non	✓ Yes Out
b) Will the supplier require access to unclass Regulations?	sified military technical data subject to the provisi		~	No Non	Yes
	es techniques militaires non classifiées qui sont	assujetties aux dispositions du Régiemen	t		
	er le type d'accès requis				
Le fournisseur ainsi que les employés au (Specify the level of access using the cha	ont-lis accès à des renseignements ou à des ble rt in Question 7. c)			No Non	✓ Yes Oul
 b) Will the supplier and its employees (e.g. of PROTECTED and/or CLASSIFIED inform Le fournisseur et ses employés (p. ex. ne 	ieaners, maintenance personnel) require access ation or assets is permitted. ttoyeurs, personnel d'entretien) auront-lis accès à		~	No Non	Yes
6. c) is this a commercial courier or delivery re-	quirement with no overnight storage?	15 II	~	No	Yes
			70	Non	Oul
(, a) indicate the type of information that the si	ipplier will be required to access / indiquer le type	e d'information auquel le fournisseur devra	a avoir	acces	
Canada 🗸	NATO / OTAN	Foreign / Étrange	E.		
		They we recover			
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion			
Not releasable A ne pas diffuser					
Ministere ou organisme gouvernmental d'origine Department of National Defence ADM (Max)DIGMSSCIOMPP 3. D) Name and Address of Subcontractor / Nome et adress Brief Description of Work / Breve description du travail The Director of Supply Chain Operations Disposal, Sales, Artefact (DSCO 7) have a requirement for the ut of commission Military vehicles into commemorative monuments with the option to convert an additional programment of the provision of the Technical and address of Subcontractor / Nome et adress Brief Description Military vehicles into commemorative monuments with the option to convert an additional programment of the provision of the Technical Data Control (Max) Brief Description Military vehicles into commemorative monuments with the option to convert an additional programment of the provisions of the Technical Data Control (Max) Brief Description Military technical data subject to the provisions of the Technical Data Control (Regulations) Brief Description Military technical data subject to the provisions of the Technical Data Control (Regulations) Brief Description Military technical data subject to the provisions of the Technical Data Control (Regulations) Brief Description Military technical data subject to the provisions of the Technical Data Control (Regulations) Brief Description Military technical data subject to the provisions of the Technical Data Control (Regulations) Brief Description Military technical data subject to the provisions of the Technical data subject to the provisions of the Technical Data Control (Regulations) Brief Description Military technical data subject to the provisions of the Technical data subject on the provisions of the Technical data subject on the provisions of the Technical data subject on the Association of Association and address of the Technical data subject on the provisions of the Technical data subject on the Association of the Technical data subject on the Association of the Technical data subjec		Restricted to: / Limité à :	1		
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Protected A with attachement

Canadä





Contract Number / Numéro du contrat

W6381-23-0003

Security Classification / Classification de sécurité Protected A with attachement

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TBS/SCT 360-103(2004/12)

Security Classification / Classification de sécurité Protected A with attachement

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[SRCL signature page (page 4) to be inserted here in resulting contract]

ANNEX D, INSURANCE REQUIREMENTS

1) Commercial General Liability Insurance

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

2) Automobile Liability Insurance

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
- a. Third Party Liability- \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX E, NON-DISCLOSURE AGREEMENT

The Bidder hereby acknowledges that this technical data package contains Commercially Confidential information. Interested bidders are to return the certification below by email to the individual identified on page 1 of this Request for Proposal.

The proposed bidder hereby agrees:

Certification of a Senior Official:

- A. To maintain the confidentiality of the Technical Data Package;
- B. That the information contained within the Technical Data Package will not be copied, disclosed or provided to another party without the consent of Canada;
- C. Not to use the Technical Data except as may be necessary to carry out the Work for Canada;
- D. To ensure that any prospective subcontractor is subject to the same Conditions;
- E. Return the Technical Data Package to the Contracting Authority prior to bid closure for this solicitation if no bid is made; and
- F. To return the Technical Data Package to the Contracting Authority within five (5) days after being requested to do so by the Contracting Authority.

Namo:		
Name:		
Title:		
Company:		
Address:		
Telephone No:		
E-mail address:		
Signature	 Date	

ANNEX F, 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)