

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

REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

RETURN BIDS TO / RETOURNER LES SOUMISSIONS À:

Bid Receiving – PWGSC / Réception des soumissions - TPSGC 11 Laurier St. / 11 rue Laurier Place du Portage, Phase III Core 0B2 / Noyau 0B2 Gatineau Québec K1A 0S5

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

Title / Titre:	CP 1/4 / NI /NI 1 IN 1/4 /		
Title / Titre:	Solicitation No / No de l'invitation:		
Improved Galley for Victoria-Class Submarines (VCS) /			
Amélioration de la cuisine pour les sous-marins de la classe	W8472-235880/A		
Victoria			
Date of Solicitation / Date de l'invitation:			
26 / 04 / 2023			
Address Enquiries to – Adresser toutes questions à:			
Ricky Leger-Roberts			
Procurement Officer, D Mar P 5-2-5			
Ricky.Legerroberts@forces.gc.ca			
Telephone No. / Nº de téléphone:	FAX No / No de fax:		
819-939-3637	N/A		
Destination:			
Specified Herein / Précisé dans les présentes			
Instructions:			

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

Instructions:

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

Solicitation Closes / L'invitation prend fin:	Delivery required / Livraison exigée:	Delivery offered / Livraison proposée:
At / à : 14:00 EST	Vendor Name and Address / Raison sociale	et adresse du fournisseur:
On / le: 26/06/2023	Name and title of person authorized to sign autorisée à signer au nom du fournisseur (ca	on behalf of vendor (type or print) / Nom et titre de la personne
	Name / Nom:	



TABLE OF CONTENTS

PART	1 - GENERAL INFORMATION	3
1.1 1.2 1.3 1.4	INTRODUCTION	3 4
PART	2 - BIDDER INSTRUCTIONS	4
2.1 2.2 2.3 2.4 2.5 2.6 2.7	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF BIDS	5 6 7 7
PART	3 - BID PREPARATION INSTRUCTIONS	7
3.1	BID PREPARATION INSTRUCTIONS	7
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	12
4.1 4.2	EVALUATION PROCEDURESBASIS OF SELECTION	16
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	17
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BIDCERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART	6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS	18
6.1	SECURITY REQUIREMENTS	18
PART	7 - RESULTING CONTRACT CLAUSES	19
7.1	STATEMENT OF WORK	
7.2	STANDARD CLAUSES AND CONDITIONS	
7.3	SECURITY REQUIREMENTS	
7.4	TERM OF CONTRACT	
7.5 7.6	AUTHORITIES	
7.0 7.7	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.8	PAYMENTPAYMENT	
7.9	INVOICING INSTRUCTIONS	
7.10		
7.11		
7.12		
7.13		
7.14		
7.15	Foreign Nationals (Canadian Contractor OR Foreign Contractor)	28

7.16	Insurance	
7.17 7.18	DISPUTE RESOLUTION	
7.10 7.19	EXCHANGE RATE FLUCTUATION ADJUSTMENT	
ANNEX		
APPEN	DIX 1 TO ANNEX A - CONTRACT DATA REQUIREMENTS LIST (CDRLS)	35
APPEN	DIX 2 TO ANNEX A - DATA ITEM DESCRIPTIONS (DIDS)	36
ANNEX	"B" - TECHNICAL STATEMENT OF REQUIREMENTS (TSOR) COMMON	37
	DIX 1 TO ANNEX B - RANGE	
APPEN	DIX 2 TO ANNEX B - SERVERY	39
APPEN	DIX 3 TO ANNEX B - REFRIGERATOR	40
APPEN	DIX 4 TO ANNEX B - WATER DISPENSER	41
APPEN	DIX 5 TO ANNEX B - MICROWAVE OVEN	42
APPEN	DIX 6 TO ANNEX B - STEWARDS SINK	43
APPEN	DIX 7 TO ANNEX B - DEEP FAT FRYER	44
APPEN	DIX 8 TO ANNEX B - COFFEE MACHINE	45
APPEN	DIX 9 TO ANNEX B - MILK DISPENSER	46
ANNEX	"C" - MILESTONE SCHEDULE	47
ANNEX	"D" - SECURITY REQUIREMENTS CHECK LIST	51
ANNEX	"E" TO PART 3 OF THE BID SOLICITATION	54
ANNEX	"F" TO PART 5 OF THE BID SOLICITATION	55
	"G" - MANDATORY TECHNICAL CRITERIA	
	"H" - TECHNICAL EVALUATION PLAN	
	"I" – PWGSC 1111 – CLAIM FOR PROGRESS PAYMENT	
ANNEX	"J" - TASK AUTHORIZATION FORM DND 626	61

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 (SOW), the Technical Statement of Requirements (TSOR), the Basis of Payment, the Milestone Schedule, the Security Requirements Check List (SRCL), the Insurance Requirements, the Claim for Progress Payment, the Acceptance form, the Federal Contractors Program for Employment Equity - Certification, the Electronic Payment Instruments, the Technical Bid Evaluation Plan (TBEP), the Mandatory Technical Criteria, DND 626 Task Authorization Form and any other annexes.

1.2 Summary

1.2.1 The Department of National Defence (DND) has the following requirements to provide galley improvement to its *Victoria*-Class Submarines in accordance with the Statement Of Work (SOW), **Annex "A"** and Technical Statement of Requirements (TSOR), **Annex "B"**:

Firm Requirements:

- I. Four (4) type approved Improved Galleys
- II. Two (2) years' worth of Supplier-recommended and DND-approved Improved Galley spare parts
- III. Field Service Representative (FSR) support for the installation and testing of the first of class Improved Galleys

There are four (4) *Victoria*-Class submarines: one (1) located at Canadian Forces Bases (CFB) Halifax (i.e. SSK 877 WINDSOR) and three (3) at CFB Esquimalt (i.e. SSK 876 VICTORIA, SSK 878 CORNER BROOK and SSK 879 CHICOUTIMI).

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

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

- 1.2.3 There is an optional site visit associated with this requirement where personnel security screening is required prior to gaining access to CLASSIFIED information, assets or sites. Consult Part 2 Bidder Instructions.
- 1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 Certifications and Additional Information, Part 7 Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity Certification.
- 1.2.5 This bid solicitation allows bidders to use the Canada Post Corporation's (CPC) 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.

1.3 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 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to 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> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

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

Delete: 60 days

Amd. No. - N° de la modif.

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

Insert: 180 days

2.1.1 SACC Manual Clauses

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

2.2 Submission of Bids

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

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

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

2.3 Former Public Servant

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

Definitions

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

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

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

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits 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</u> <u>Continuation 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, the <u>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 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.

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

2.4 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

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

2.7 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

Canada requests that the Bidder submits its bid in separately bound sections as follows:

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

Section IV: Additional Information

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

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

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

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

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper.
- (b) use a numbering system that corresponds to the bid solicitation.

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

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:

 $Solicitation \ No. - \ N^{\circ} \ de \ l'invitation$ W8472-235880/A Client Ref. No. - \ N^{\circ} \ de \ réf. \ du \ client W8472-235880

Amd. No. - N° de la modif.

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably managed forest and containing minimum 30% recycled content; and
- b. use an environmentally preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of Cerlox, duo tangs or binders.

File No. - N° du dossier

W8472-235880

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 and describe their approach 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.

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

The technical bid must include the following:

- a) A detailed proposal that clearly and extensively demonstrates that the Bidder's understanding, capability and approach to meet the Requirements of this RFP;
- b) A Statement of Compliance to the SOW and TSOR in a requirement matrix format provided in the Appendix 2 to **Annex "H"**, Technical Compliance Matrix;
- c) A duly completed Annex "G", Mandatory Technical Criteria; and
- d) A duly completed Appendix 1 to **Annex "H"**, Point Rated Technical Criteria.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Technical Bid Evaluation Plan in Appendix 3 Annex "H" – Milestone Schedule.

3.1.2 Electronic Payment of Invoices - Bid

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

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

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

3.1.3 Exchange Rate Fluctuation

C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

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

Section III: Certifications

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

Section IV: Additional Information

3.1.4 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.4.1 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

3.1.4.2 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

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

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

(c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

(d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

(e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

- In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to

achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

8715 CCC N

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

V8472-235880 W8472-235880

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in **Annex "G"** and **Annex "H"** respectively.

The Phased Bid Compliance Process will apply to all Mandatory Technical Criteria.

4.1.3 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid SACC Manual Clause A0222T (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

The Phased Bid Compliance Process will apply to all Mandatory Financial Criteria.

4.2 Basis of Selection

4.2.1 Basis of Selection - Lowest Price Per Point

SACC Manual Clause A0035T (2007-05-25), 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;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.
- 3. The calculation for the winning bid will be determined by total price of bid divided by total points earned in the point-rated criteria.

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier W8472-235880

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.

5.2 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 Federal Contractors Program for Employment Equity - Bid Certification

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

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.

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

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

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

5.2.3 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
- 5.2.3.2.2 SACC Manual clause A3015C (2014-06-26) Certifications Contract

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. At bid closing date, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
 - the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7
 Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 Section IV Additional Information.
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3. 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.

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

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. This will only apply to the work associated to Field Service Representative (FSR) and supervision to support Installation, Setting to Work, Testing And Acceptance (ISW) and Harbour Acceptance Testing (HAT) of the improved Galley and any associated unscheduled work as per **Annex** "C" Milestone Schedule items 5 and 6.

7.1.1.1 Task Authorization Process

B9054C (2014-06-26) - Task Authorization Process

- 1. The Technical Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" form specified in **Annex "J".**
- 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 Technical Authority within 15 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 Technical 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 Canada's Obligation - Portion of the Work - Task Authorizations

B9031C (2011-05-16) Canada's Obligation - Portion of the Work - Task Authorizations

7.1.1.3 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 or in Annex "J". 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 regular basis, as detailed in the appropriate Task Authorization to the Contracting Authority.

The data must be submitted to the Contracting Authority no later than 10 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.

7.1.1.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the Procurement Authority (PA), D Mar P 5-2-5. 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 <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.

7.2.1 General Conditions

2030 (2022-05-12), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

- a) 4010 (2012-07-16) Services Higher Complexity, apply to and form part of the Contract;
- b) 4013 (2022-06-20) Compliance with on-site Measures, Standing Orders, Policies, and Rules apply to and form part of the Contract and;
- c) 4014 (2022-06-20) Suspension of Work, apply to and form part of the Contract.

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

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

7.3.2.1 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

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

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to inclusive.

Solicitation No. - N° de l'invitation W8472-235880/A Client Ref. No. - N° de réf. du client W8472-235880

Amd. No. - N° de la modif.

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

7.4.2 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 Co	ntracting Authority for the Contract is:
Title: _ Public ' Acquis' Directo	Works and Government Services Canada tions Branch rate:
racsim	one: ile: address:
Contra work in	intracting Authority is responsible for the management of the Contract and any changes to the ct must be authorized in writing by the Contracting Authority. The Contractor must not perform excess of or outside the scope of the Contract based on verbal or written requests or instructions hybody other than the Contracting Authority.
7.5.2	Technical Authority
The Pr	oject Authority for the Contract is:
Organi: Addres Teleph	zation: s: one: ile:

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 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.

Solicitation No. - N° de l'invitation W8472-235880/A Client Ref. No. - N° de réf. du client W8472-235880

Amd. No. - N° de la modif.

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

7.5.3 Contractor's Representative

Name:		
Title:		
Organization <i>:</i>		
Address:		
Telephone:	-	-
Facsimile:	_	
E-mail address:		

7.6 Quality Assurance

A1009C (2008-05-12) Work Site Access

Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

For all items:

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

7.6.1 Quality Assurance Requirements - Submarine Safety

The Work described in the Contract involves submarine systems or equipment classified as First Level or otherwise critical to submarine safety, as defined in Canadian Forces Technical Order (CFTO) C-23-VIC-000/AM-001, Quality Assurance for Safety in Submarines VICTORIA Class. Manufacture, repair, overhaul, installation, inspection and tests for each such item identified in the requirement must be documented in accordance with the requirements of the above mentioned CFTO.

For each such item, the Contractor must provide a Certificate of Conformity [form DND 2513 or locally produced equivalent approved by the Quality Assurance Authority (QAA)] in accordance with this CFTO. For subcontracted work, the Contractor must obtain that Certificate of Conformity from the subcontractor. Obtaining the said certificate from a subcontractor does not relieve the Contractor from its obligation to ensure compliance with the technical requirements of the Contract, nor must it be construed as authorizing any liability on the part of Canada to the subcontractor.

For each such item, the Certificate of Conformity, along with certified true copies of any deviation, waiver and all required records identified in the Statement of Quality Requirements (form DND 2328 or equivalent) attached to the Statement of Requirement, Statement of Work or Technical Specifications in Annex B to the Contract or otherwise attached to or forming part of the Contract, must be completed and made available for review by the designated QAA before release of such item and associated documents to the Department of National Defence. Unless otherwise directed by the QAA, those documents must be attached to, or enclosed with, the shipment they are associated to, in a waterproof envelope.

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

7.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

7.8 Payment

7.8.1 Basis of Payment

SACC Manual Clause C0207C (2013-04-25) Basis of Payment - Firm Price or Firm Unit Price(s)

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

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

SACC Manual clause H1001C (2008-05-12), Multiple Payments

SACC Manual clause H3010C (2017-08-17), Milestone Payments – Not Subject to Holdback

7.8.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations

- 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 \$ ______. Customs duties are excluded 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
 - 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.

File No. - N° du dossier

W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

7.8.3 Progress Payments

SACC Manual clause H1003C (2010-01-11), Progress Payments

- 1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to _____ percent of the amount claimed and approved by Canada if:
 - an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed _____ percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
- 2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- 3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.8.4 Schedule of Milestones

The schedule of milestones for which payments will be made are in accordance with the Contract is as per **Annex "C" – Milestone Schedule**.

7.8.5 SACC Manual Clauses for Taxes and Customs Duties

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 National Defence - Importer

7.8.6 Electronic Payment of Invoices – Contract

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

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

W8472-235880

7.8.7 Travel and Living Expenses - National Joint Council Travel Directive

- a) The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.
- b) All travel must have the prior authorization of the Contracting Authority.
- c) All payments are subject to government audit.

7.9 **Invoicing Instructions**

SACC Manual clause H3022C (2016-01-28) Invoicing Instructions – Progress Payment Claim – Supporting Documentation Required

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form **PWGSC-TPSGC 1111**;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions; and
- c. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses; and
- c. copy of the monthly progress report.
- 2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
- 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
 - The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
- 4. The Contractor must not submit claims until all work identified in the claim is completed.

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier W8472-235880

7.10 Certifications and Additional Information

7.10.1 Compliance

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

7.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) the DND Contract;
- (b) the supplemental general conditions, <u>4006</u> (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the supplemental general conditions, 4010 (2012-07-16) Services Higher Complexity;
- the supplemental general conditions, 4013 (2022-06-20) Compliance with on-site Measures, Standing Orders;
- (e) the supplemental general conditions, 4014 (2022-06-20) Suspension of Work;
- (f) the general conditions, <u>2030</u> (2022-05-12) General Conditions Higher Complexity Goods
- (g) Annex A, Statement of Work;
- (h) Annex B, Technical Statement of Requirements (TSOR) Common;
- (i) Annex C, Basis of Payment;
- (j) Annex D, Security Requirements Check List;
- (k) the signed Task Authorizations (including all of its annexes, if any); and
- (I) the Contractor's bid dated _____.

7.13 Defence Contract

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

7.14 SACC Manual Clauses

B1501C (2018-06-21) Electrical Equipment

B7500C (2006-06-16) Excess Goods

D9002C (2007-11-30) Incomplete Assemblies

D2001C (2007-11-30) Labelling

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

A9068C (2010-01-11) Government Site Regulations

D2025C (2017-08-17) Wood Packaging Materials

7.15 Foreign Nationals (Canadian Contractor *OR* Foreign Contractor)

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

OR

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.16 Insurance

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

7.17 Dispute Resolution

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

7.18 Shipping Instructions

D0037C (2016-01-28) Shipping Instructions (DND) Canadian-Based Contractor

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

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

Inbound Logistics Co-ordination Center (ILCC)

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

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

OR

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

Solicitation No. - N° de l'invitation W8472-235880/A Client Ref. No. - N° de réf. du client W8472-235880

Amd. No. - N° de la modif.

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

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

- 2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
 - Insert the following when the Contractor is located in the United States (U.S.): Inbound Logistics Coordination Center (ILCC):

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

OR

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

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

Facsimile: 011-44-1895-613046

E-mail: CFSUEDetUKMovements@forces.gc.ca

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

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

OR

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

Inbound Logistics Europe Area (ILEA):

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

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

Email: lLEA@forces.gc.ca

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

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

OR

d. Insert the following for U.S. Foreign Military Sales (FMS): Inbound Logistics Coordination Center (ILCC):

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

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

- 3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
 - a) the Contract number;
 - b) consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c) description of each item;
 - d) the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e) actual weight and dimensions of each piece type, including gross weight;
 - f) copy of the commercial invoice (in accordance with clause <u>C2608C</u>, section 4, of the <u>Standard Acquisition Clauses and Conditions Manual</u>) or a copy of the Canada Border Services Agency form CI1 <u>Canada Customs Invoice</u> (PDF 429KB) - (<u>Help on File Formats</u>);
 - g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h) Canada-United States-Mexico Agreement Certification of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable <u>Canadian Dangerous Goods Shipping Regulations</u> and a copy of the material safety data sheet.
- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, the marking of each piece with a Transportation Control Number and customs documentation.
- 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

- 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

7.19 Exchange Rate Fluctuation Adjustment

C3015C (2017-08-17) Exchange rate fluctuation adjustment

- 1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- 2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
- 3. The total price paid by Canada on each invoice will be adjusted at the time of payment. The exchange rate adjustment amount will be calculated in accordance with the following formula: Exchange rate adjustment = FCC x Qty x (i₁ i₀) / i₀ where formula variables correspond to:

FCC

Foreign currency component (per unit)

Qtv

quantity of units

İ٨

Initial exchange rate (CAN\$ per unit of foreign currency [for example US\$1]). The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date. The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

İ₁

Exchange rate for adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]). The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

- The ERA for goods will be the Bank of Canada rate on the date the goods were delivered.
- b. The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed.

Solicitation No. - N° de l'invitation W8472-235880/A Client Ref. No. - N° de réf. du client W8472-235880

Amd. No. - N° de la modif.

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

- c. The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.
- 4. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450 . Claim for Exchange Rate Adjustments.
- 5. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (that is [i₁ i₀) / i₀]).
- 6. Canada reserves the right to audit any revision to costs and prices under this clause.

File No. - N° du dossier

W8472-235880

87 cc

8715100 CCC No./N° CCC - FMS No./N° VME

Buyer ID - Id de l'acheteur

ANNEX "A" - STATEMENT OF WORK

(Attached hereto)

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

File No. - N $^{\circ}$ du dossier W8472-235880

APPENDIX 1 to ANNEX A - CONTRACT DATA REQUIREMENTS LIST (CDRLs)

(Attached hereto)

File No. - N° du dossier

W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

APPENDIX 2 to ANNEX A - DATA ITEM DESCRIPTIONS (DIDs)

File No. - N° du dossier

W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

ANNEX "B" - TECHNICAL STATEMENT OF REQUIREMENTS (TSOR) COMMON

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

APPENDIX 1 to ANNEX B - RANGE

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

APPENDIX 2 to ANNEX B - SERVERY

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

APPENDIX 3 to ANNEX B - REFRIGERATOR

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

APPENDIX 4 to ANNEX B - WATER DISPENSER

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

APPENDIX 5 to ANNEX B - MICROWAVE OVEN

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier W8472-235880

APPENDIX 6 to ANNEX B - STEWARDS SINK

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

APPENDIX 7 to ANNEX B - DEEP FAT FRYER

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

APPENDIX 8 to ANNEX B - COFFEE MACHINE

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

APPENDIX 9 to ANNEX B - MILK DISPENSER

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier W8472-235880

ANNEX "C" - MILESTONE SCHEDULE

FIRM REQUIREMENTS

The schedules of milestones for which payments will be made in accordance with the Contract is as follows:

1. One (1) First Article System (FAS) Improve Galley (IG) including complete Technical Data Packages, Certifications and Manuals.

Milestone No.	Deliverable	Percentage of Payment	Estimated Delivery Date	Firm Amount
IG-1A	Boat Survey Report	5%		TBD
IG-1B	System Requirements Review Report (SRR)	5%		TBD
IG-1C	Preliminary Design Review Report (PDR)	10%		TBD
IG-1D	Critical Design Review Report (CDR)	10%		TBD
IG-1E	FAS Design Report (FASD RPT)	10%		TBD
IG-1F	FAS FAT Completed and Successful	10%		TBD _
IG-1G	FAS, and spares delivered at destination	5%		TBD
IG-1H	FAS On board Installation and Set- to-Work	10%		TBD
IG-1I	FAS HAT Completed and Successful	5%		TBD
IG-1J	Final Design Provisional Report Acceptance	15%		TBD
IG-1K	Delivery of Technical Data Package	15%		TBD
FAS IMPROVE	D GALLEY UNIT	100%		TBD

Note: The Contractor may have to build multiple First Article Systems (FAS) during qualification tests and type approval. Canada will only pay for the Improved Galley which is accepted for installation on board of the Vessel. Milestones must be completed in sequential order and prior to beginning work on a Milestone

approval must be given in writing by the CA of DND. Any work completed on a Milestone without prior written approval from CA cannot be billed to Canada.

Travel and Living Expenses for the Boat Survey to the DND facilities at Halifax and/or Esquimalt will be paid separately in accordance with Annex C, Paragraph 3, Travel and Living Expenses - National Joint Council Travel Directive. All travel must be approved prior to travel by the Technical Authority and the Contracting Authority.

2. Improved Galley Type Approval by a Marine Class Society with a valid security clearance, including a complete report from the Marine Classification Society and related certificate(s).

Milestone No.	Deliverable	Percentage of Payment	Firm Amount
IG-2A	Initial Submission IAW the contract at FAS FAT	60%	TBD
IG-2B	Final Submission IAW the contract at Final Design Provisional Acceptance	40%	TBD
IMPROVED GALLE UNIT PRICE	EY TYPE APPROVAL	100%	TBD

3. Three (3) Type Approved Improved Galleys including complete Technical Data Packages, Certifications and Manuals.

Milestone No.	Deliverable	Firm Unit Price
IG-3A	Delivery of first Follow-On Shipset (FOS)	
	Shipset (FOS)	TBD
IG-3B	Delivery of second (FOS)	
		TBD
IG-3C	Delivery of third (FOS)	
		TBD
THREE FOLLOW O	N SHIPSETS TOTAL PRICE	
		TBD

4. Contractor-recommended and DND-approved Sets of two years' worth of Spare Parts for the Improved Galley.

The Contracting Authority will complete the following Spare Sets milestone payment schedule IAW the pricing sheet provided by the Contractor in its Financial Bid Presentation Sheet from the preliminary Recommended Spare Parts List (RSPL).

The preliminary Recommended Spare Parts List will be updated following the CDR.

Milestone No.	Deliverable	Number of Sets	Firm Unit Price	Extended Price
IG-4A	FAS Improved	1		
	Galley On Board		TBD	TBD
	Spares Set			
IG-4B	FOS Improved	4		
	Galley On Board		TBD	TBD
	Spare Sets			
IG-4C	Improved Galley	2		
	2nd Line (2L) Spare		TBD	TBD
	Sets			
IG-4D	Improved Galley	2		
	Depot Spare Sets		TBD	TBD
SUM FOR IMPR				
				TBD

5. Field Service Representative and Supervision to Support ISW and HAT of the Improved Galley.

Description	Estimated Number of Days	Firm Daily Rate
Blended Daily rate for all classes of Field Service Representatives and supervision. Daily Rate does not include the Travel and Living expenses reasonably and properly incurred in the performance of the Work.	40	TBD

6. Unscheduled Work including extra Engineering, Supervision and other Support and Services, if required by Canada.

Description	Estimated Number of Days	Firm Blended Hourly Rate
Blended Hourly rate for all classes of labour, engineering and supervision, which includes overhead and profit. Hourly Rate does not include the Travel and Living Expenses reasonably and properly incurred in the performance of the Work.	40	TBD

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

7. The Contractor's Recommended Spare Parts List (RSPL).

Item #	Part Name	Part Description	Manufacturer Part Number (OEM#)	NCAGE Code (if applicable)	Qty	Firm Unit Price	Extended Price
						TBD	TBD
						TBD	TBD
						TBD	TBD
						TBD	TBD

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

ANNEX "D" - SECURITY REQUIREMENTS CHECK LIST

Government Gouvernement du Canada	Contract Number / Numéro du contrat W8472-235880 Security Classification / Classification de sécurité UNCLAS							
	on / DND	S RELATIVES À LA S TUELLE 2. Branch D Mar	ÉCURITÉ (LVERS) or Directorate / Direction génér					
Brief Description of Work / Brève description du Stra This requirement is for an improved galley that will replacexisting galley footprint in all four of Royal Canadian Nav.	vail ee and modernize the current ga	illey counters, storage, refrige						
a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandise b) Will the supplier require access to unclassified m Regulations? Le fournisseur aura-t-il accès à des données tec sur le contrôle des données techniques?	es contrôlées? nilitary technical data subjec thniques militaires non class	•		No No Oui No No Oui No Yes No Oui				
6. Indicate the type of access required / Indiquer le ty 6. a) Will the supplier and its employees require acce. Le fournisseur ainsi que les employés auront-lis (Specify the level of access using the chart in Qu (Préciser le niveau d'accès en utilisant le tableau 6. b) Will the supplier and its employees (e.g. cleaner PROTECTED and/or CLASSIFIED information o Le fournisseur et ses employés (p. ex. nettoyeur	ss to PROTECTED and/or (accès à des renseignemeni uestion 7. c) u qui se trouve à la question s, maintenance personnel) or assets is permitted.	ts ou à des biens PROTÉ 17. c) require access to restricte	GÉS et/ou CLASSIFIÉS? d access areas? No access to	No No Oui No No V Yes Non V Oui				
à des renseignements ou à des biens PROTÉGI 6. c) Is this a commercial courier or delivery requirem 7. a) Indicate the type of information that the supplier Canada	ÉS et/ou CLASSIFIÉS n'est ent with no overnight storag on commerciale sans entre	pas autorisé. pe? posage de nuit? Indiquer le type d'informat						
7. b) Release restrictions / Restrictions relatives à la c No release restrictions Aucune restriction relative à la diffusion			No release restrictions Aucune restriction relative à la diffusion					
Not releasable À ne pas diffuser Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : Specify country(ies): / Pré	ciser le(s) pays :	Restricted to: / Limité à : Specify country(ies): / Précis	ser le(s) pays :				
7. c) Level of information / Niveau d'information PROTECTED A PROTÉCÉ A PROTÉCÉ B PROTÉCÉ B PROTÉCETED C PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL CONFIDENTIEL SECRET TOP SECRET TOP SECRET TOP SECRET TOP SECRET	NATO UNCLASSIFIED NATO NON CLASSIFIÉ NATO RESTRICTED NATO DIFFUSION REST NATO CONFIDENTIAL NATO CONFIDENTIAL NATO SECRET NATO SECRET COSMIC TOP SECRET COSMIC TRÉS SECRET	REINTE	PROTECTED A PROTÉGÉ A PROTÉGÉ A PROTÉGÉ B PROTÉGÉ B PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL SECRET SECRET TOP SECRET TRÉS SECRET TOP SECRET TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)					
TBS/SCT 350-103(2004/12)	Security Classification / C	classification de sécurité		Canadä				

 $\begin{tabular}{ll} Solicitation No. - N^\circ & de l'invitation \\ W8472-235880/A \\ Client Ref. No. - N^\circ & de réf. du client \\ W8472-235880 \\ \end{tabular}$

Amd. No. - N° de la modif.

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

*	Government	Go
不	of Canada	du

Gouvernement du Canada Contract Number / Numéro du contrat W8472-235880 Security Classification / Classification de sécurité UNCLAS

8. Will the sup Le fourniss If Yes, indic Dans l'affirr 9. Will the sup	PART A (continued) I PARTIE A (suite) 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité: 9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?								
	s) of material / Titre(s) abrégé(s) du Number / Numéro du document :	ı matériel :							
	RSONNEL (SUPPLIER) / PARTIE nel security screening level required								
~	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL CONFIDENTIEL	SECRET SECRET	TOP SEC					
	TOP SECRET- SIGINT TRÈS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		TOP SECRET TRÈS SECRET				
	SITE ACCESS ACCÈS AUX EMPLACEMENTS								
	Special comments: Commentaires spéciaux : ON D	ND PREMISES UNSCREENED P	ERSONNEL MAY ONLY ACC	ESS PUBLIC/RECEP	TION ZONES				
		ing are identified, a Security Classifi ux de contrôle de sécurité sont req		de la sécurité doit être	foumi.				
	screened personnel be used for po connel sans autorisation sécuritaire	rtions of the work?	, ,		No Ves Oui				
	will unscreened personnel be escor affirmative, le personnel en question				No Non Oui				
	FEGUARDS (SUPPLIER) / PARTIE ON / ASSETS / RENSEIGNEM		N (FOURNISSEUR)						
	supplier be required to receive and		CIFIED information on accept	- itit	□ Na ■Vaa				
premise	es? nisseur sera-t-il tenu de recevoir et				Non Yes Non Oui				
	supplier be required to safeguard (nisseur sera-t-il tenu de protéger de		OMSEC?		No Yes Non Oui				
PRODUCTIO	ON								
occur at	11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?								
INFORMATIO	ON TECHNOLOGY (IT) MEDIA /	SUPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION	(TI)					
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?									
Dispose	e be an electronic link between the s era-t-on d'un lien électronique entre le ementale?			gence	No Non Oui				

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLAS

Canadä

 $Solicitation \ No. - \ N^{\circ} \ de \ l'invitation$ W8472-235880/A Client Ref. No. - \ N^{\circ} \ de \ réf. \ du \ client W8472-235880

Government

of Canada

Gouvernement

du Canada

Amd. No. - N° de la modif.

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

Contract Number / Numéro du contrat

W8472-235880

								UNCLAS								
								1								
For users comples ite(s) or premise Les utilisateurs q niveaux de sauve For users comple Dans le cas des udans le tableau re	ting es. ui re egar ting utilis	the empli de re the ateu	form isser equis form irs q	manually use nt le formulaire s aux installatio nonline (via th	e manuello ons du fou le Internet le formula	ement do urnisseur.), the sun aire en lig	ivent utiliser nmary chart i ne (par Inter	le tableau réc s automaticall	apitulatif (y populat ises aux (ci-dessou: ed by you questions	s pou	r indic	quer,	, pour chaqu previous que	ie catégorie estions.	e, les
Category Catégorie		OTÉC			ASSIFIED ASSIFIÉ			NATO						COMSEC	;	
	Α	В	С	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS		DTECTED OTÉGÉ B	С	CONFIDENTIAL	SECRET	TOP SECRET TRES SECRET
Information / Assets Renseignements / Biens	П	П	П	П	П	П	RESTREINTE		П	SECRET	\Box	П	┪	П	\perp	
Production		一						$\vdash \overline{\vdash}$	$\overline{}$		$\overline{\Box}$		Ⅎ		$+ \equiv$	
IT Media / Support TI													╗			
IT Link / Lien électronique																
							Ye									
« Classification 12. b) Will the document	on d men	é sé itatio	curi n at	té » au haut e	st au bas SRCL be	du formu PROTEC	l aire. TED and/or (CLASSIFIED?		0400					No Non	Ye Ou
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec																

des pièces jointes).

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

ANNEX "E" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrur	nent(s):
() Direct Deposit (Domestic and International);	
() Electronic Data Interchange (EDI); or	
() Wire Transfer (International Only);	

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

ANNEX "F" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) - Labour's website. (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing Date: date.) Complete both A and B. A. Check only one of the following: () A1. The Bidder certifies having no work force in Canada. () A2. The Bidder certifies being a public sector employer. () A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act. () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees. A5. The Bidder has a combined workforce in Canada of 100 or more employees; and () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour. OR () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour. B. Check only one of the following: () B1. The Bidder is not a Joint Venture. OR

 $Solicitation \ No. - \ N^{\circ} \ de \ l'invitation$ W8472-235880/A Client Ref. No. - \ N^{\circ} \ de \ réf. \ du \ client W8472-235880

Amd. No. - N° de la modif.

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

ANNEX "G" - MANDATORY TECHNICAL CRITERIA

A Bid must meet all mandatory technical criteria described in the following table to be technically compliant. The Bidder must complete the following table and submit the supporting documentation required in accordance with this requirement in its proposal.

No.	Mandatory Technical Criteria	Meets requirement (Y/N)	Description (How the Bidder demonstrates compliance with the criterion (when applicable)	Bidder Proposal Reference (page #, section)
M1	The Bidder Team must have as a minimum 10 years of experience in the design, delivery and installation of Galleys in marine applications.		The Bidder certifies that it has 10 years of experience with the design and delivery of Galleys in marine applications with examples.	
M2	The Bidder must have a Quality Management System (QMS) in place.		The Bidder must demonstrate by including its valid QMS ISO, or equivalent, certificate(s).	
М3	The Bidder must have a Project Design Process in place.		The Bidder must have the Project Design Process included in its PMP, WBS and PS.	
M4	The Bidder must have a Program/Project Management System in place.		The Bidder must describe and name its Project/Program Management standard and process that it intends to implement to establish the Project Management processes required to deliver the Improved Galley Project requirements. (SOW Sect. 4)	
M5	The Bidder must certify that its team has a thorough understanding and know how to identify and manage the risks in the Improved Galley re-design with respect to performance and safety of the submarines.		The Bidder must include a confirmation of its understanding and capability to identify and manage any risks in Improved Galley re-design with respect to submarine performance and safety. The PMP must have a dedicated section where The Bidder will explain how it will manage risks.	
M6	The Bidder must provide a preliminary Project Management Plan including Work Break Down Structure (WBS) level 3, and a Gant Chart, which demonstrates how and in what timeline the Bidder proposes to achieve the requirements of the Improved Galley project.		The Bidder must demonstrate by including its Project Management Plan including Work Break Down Structure (WBS) level 3, and a Gant Chart to identify, manage and deliver the requirements of the Improved Galley project.	

File No. - N° du dossier W8472-235880 Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

Bidder Description Meets **Proposal** (How the Bidder demonstrates requirement Reference No. **Mandatory Technical Criteria** compliance with the criterion (when (Y/N) (page #, applicable) section) The Bidder must demonstrate by providing The Bidder must provide the name of the the name of the Marine Classification Marine Classification Society that will M7 Society (SOW Sect. 5.1.4.1) that it offers to provide the Type Approval Certificates for use for this project. the Improved Galley project. The Bidder must provide a compliance The Bidder must certify that its proposed statement that indicates their proposal is Improved Galley design is compliant with M8 compliant with the requirements stipulated the items listed in in Annex A, SOW, in each requirement listed in Annex A, Annex B TSOR and its Appendices. SOW, Annex B, TSOR and its Appendices The Bidder must include a completed Technical Compliance Matrix (found in The Bidder must complete and submit the M9 TBEP) confirming that its proposed Technical Compliance Matrix provided in Improved Galley complies with the the RFP, Annex H, Appendix 2. requirements listed in the SOW and TSOR. The Bidder must provide evidence that its proposed team complies with all applicable The Bidder must certify that its team has a standards, codes, rules, and regulations M thorough understanding of applicable applicable to Galley Design in the Marine 10 standards, codes, rules and regulations Environment as per specified Marine applicable to Marine Galley design. Classification Society. The Bidder's Project team must have a The Bidder must demonstrate in its Project Project Manager with a minimum of five Management Plan that its Project Manager M (5) years project management experience has a minimum of five (5) years of project 11 This individual could be the same management experience of similar size and individual who meets the requirement of complexity. M12. The Bidder must demonstrate in its Project Management Plan that in its Project team it The Bidder's Project team must have at has at least one experienced individual least one experienced individual as the Project Principal Designer holding a holding a Bachelor's degree in engineering bachelor's degree in engineering with a (B.Sc., B.Sc.A., B.E, etc.) with a minimum M minimum work experience of 5 years in 12 work experience of five (5) years in application of Engineering and application of Engineering and Requirement Management for projects Requirements Management for projects with similar size and complexity. with similar size and complexity IAW

ISO/IEC/IEEE 15288 or equivalent.

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier W8472-235880

ANNEX "H" - TECHNICAL EVALUATION PLAN

File No. - N° du dossier W8472-235880

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

ANNEX "I" - PWGSC 1111 - CLAIM FOR PROGRESS PAYMENT

From PWGSC website: https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1111-eng.html

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

File No. - N $^{\circ}$ du dossier W8472-235880

ANNEX "J" - TASK AUTHORIZATION FORM DND 626

for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux DND 626 (01-05)

National Defence	Défense nationale	TASK AUTHORIZATION AUTORISATION DES TÂCHES			
		of the reference Contract and Task numbers. For les numéros du contrat et de la tâche. Contract no. − N° du Task no. − N° de la tâche.			
Amendment no. – N° (de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur pré	cédente	
To – Å Delivery location – Expédiez à		To THE CONTRACTOR 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. À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné didessus. 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 d	date – Date de livraison/d'achèvement	Date for the Department of National Defe pour le ministère de la Défense natio		ce	
Contract item no. Nº d'article du contrat		Services		Cost Prix	
			GST/HST TPS/TVH		
specified in the co	Total e of the DND 626 exceed valeur totale du formula				

Design: Forms Management 993-4050 Conception: Gestion des formulaires 993-4062

Buyer ID - Id de l'acheteur 8715100 CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier W8472-235880

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 locationLocation 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/celling 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

Nº du contrat Inscrivez le numéro du contrat de TPSGC en entier.

Nº 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.

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 fâche 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 lei celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. accompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'osuvre; 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 îtem mentionné dans la rubrique **Services**.

TPS/TVH
Mentionnez le montant de la TPS/TVH, s'il y 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 inscrir a dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon eiguel 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 débuter 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 intérieur 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.