
NAVAL REMOTE WEAPON STATION (NRWS) PROJECT

REQUEST FOR PROPOSAL (RFP)

SOLICITATION: W8472-125389/C

Volume 3

NRWS REPAIR AND OVERHAUL RESULTING CONTRACT

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ARTICLES OF AGREEMENT

1. Requirement

The Contractor shall perform the Work in accordance with Annex C - Repair and Overhaul Technical Statement of Work - Naval Remote Weapon Station System.

This requirement is broken down into the following categories of work:

1.1 Category 1

1.1.1 Free Flow Repair

This activity covers maintenance of an item in order to return it to a serviceable condition involving only the correction of specific defects.

Free flow is requested on a "when required" basis. A contract amendment will be issued to implement the Free Flow once the SNAP list is created.

1.1.2 Disposal

This activity covers all disposal related aspects of removing existing systems from service as well as the physical disposal of assets, when authorized by the Procurement Authority, utilizing a DND 626 Task Authorization Form (Annex D). It includes disposal options analysis, the preparation of disposal plans, identification of surplus equipment and disposal of equipment/systems and fleet, ensuring that safety and environmental requirements are addressed. It also includes the contract management activities, if any, of the disposal activity contracted.

1.2 Category 2

Category 2 consists of Engineering Tasks such as a Mobile Repair Party (MRP), Field Service Representative (FSR), Technical Investigation and Engineering Studies (TIES) and Special Investigation and Technical Studies (SITS).

1.2.1 Mobile Repair Parties

When authorized by the Requisition Authority, utilizing a DND 626, the Contractor's Mobile Repair Parties (MRP) shall comply with the procedures set forth in the latest issue of the *Canadian Forces Technical Order (CFTO)* C-02-005-011/AM-000, Mobile Repair Parties Manned by Contractor Personnel.

Tasks associated with MRP may include; but not limited to:

- a) Provide on-site assistance/expertise when problems encountered are beyond the capability of in-house expertise at the Fleet Maintenance Facility;
- b) Provide on-site assistance when problems encountered are beyond the capabilities of ship staff;
- c) Provide on-site assistance during Installation and Check-Out of systems; and
- d) Assist ship personnel during Harbour Acceptance Test.

1.2.2 Field Service Representative

When authorized by the Requisition Authority, utilizing a DND 626, Field Service Representative (FSR) will support either onboard a ship or at DND facilities on an "as and when requested basis"

Tasks associated with FSR may include, but not limited to:

- a) Unsatisfactory Condition Report (UCR) investigations
- b) Pre-Installation Failures
- c) Measure system performance
- d) Provide detailed findings as a result or investigation of work
- e) Make recommendations on maintenance practice and procedures
- f) Provide technical and engineering assistance to FMF

1.2.3 Technical Investigation and Engineering Support

When authorized by the Requisition Authority, utilising a DND 626, the Contractor shall undertake technical investigations and engineering support and shall provide relevant data to these investigations as and when required.

This activity includes the provision of system and equipment maintenance support and management services. It includes the requirement analysis and planning to ensure current reliability and availability specifications can be met, the scheduling of maintenance, the identification of spares and support, as well as the development of policies and maintenance procedures and training. It also includes the contract management activities; the validation/acceptance of deliverables when the maintenance activity is contracted as well as prototyping and integration.

1.2.4 Special Investigation and Technical Studies

When authorized by the Requisition Authority, utilising a DND 626, the Contractor shall undertake special investigations and technical studies and shall provide relevant data to these investigations on an "as and when requested" basis.

The scope of work normally covered under special investigation and technical studies is to cater to equipment not meeting specification standards or due to repetitive failures.

This excludes studies and/or investigations, which have or will have fleet fitment application.

The Contractor shall complete a Technical Investigation Report (CF 1057), on an as requested basis by the Requisition Authority.

1.3 Category 3

This activity covers In-Service Support Sparing. When authorized by the Procurement Authority, utilizing a DND 626, the contractor shall establish a spare parts provision to support the NRWS

equipment R&O throughout its service life. The contractor held inventory will be charged as and when issued.

1.4 Category 4

This activity covers Project Management activities which includes, but not limited to, scope management, quality management, cost management, configuration management, risk management and updates to NRWS technical documentation.

2. Task Authorization Process

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a DND 626, Task Authorization Form ("Task Authorization") as per Annex D. The Work described in the Task Authorization shall be in accordance with the scope of the Contract.

- 1) In order to establish a clear understanding of the work for each task, the Technical Authority and Contractor shall establish definitive statements for each of the following aspects of all tasks, prior to issuance of a Task Authorization:
 - a) requirements;
 - b) identification of Work Category;
 - c) priority;
 - d) expenditure limitation for the performance of the work;
 - e) labour hours by category;
 - f) cost breakdown of the expenditure limitation, using the rates and price support information detailed in Schedule A NRWS Repair and Overhaul Pricing, Article 4 Labour Rates, and Article 5, Allowable Mark-ups;
 - g) other direct costs and material cost;
 - h) task milestones with estimated activity and completion dates;
 - i) acceptance criteria for the work; and
 - j) the applicable basis(bases) and methods of payment as specified in the Contract.
- 2) For quotes exceeding \$100,000.00 and/or longer in duration than 3 months, the Contractor may be requested to submit a completion plan identifying milestones against which progress can be measured.
- 3) Following agreement of the Technical Authority and the Contractor on those aspects of the task described above, the Contractor will provide a quote of the proposed total estimated cost for performing the task and a breakdown of all applicable elements of cost established in accordance with the Basis of Payment specified in the Contract, including labour hours by category, travel requirements outlining the number of trips and duration, personnel and other associated travel costs, other direct costs and materiel cost. This quote will be provided to the Technical Authority within ten (10) calendar days.

- 4) If the quote is approved, the Requisition or Contracting Authority, as applicable, will provide the Contractor with a Task Authorization.
- 5) The Task Authorization will contain the above-noted 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 Task Authorization will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- 6) The Requisition Authority approves Task Authorizations where the aggregate Task Authorization value, including amendments, is \$40,000.00 or less. The Requisition Authority will forward the Task Authorization or amendment directly to the Contractor with a copy to the Contracting Authority and Technical Authority. The Contracting Authority shall approve any Task Authorization, where the aggregate Task Authorization value, including amendments, is above \$40,000.00. The Contracting Authority will forward the Task Authorization or amendment directly to the Contractor with a copy to the Requisition Authority and Technical Authority.
- 7) Amendments to the Task Authorization Form require completion of a DND626 amendment form.
- 8) The Contractor shall not commence work until an authorized Task Authorization (or DND626 amendment form, as the case may be) has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization (or DND626 amendment form, as the case may be) has been received will be done at the Contractor's own risk.

2.1 Canada's Obligation - Portion of the Work - Task Authorizations

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

2.2 Periodic Usage Reports - Contracts with Task Authorizations

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

The data shall be submitted to the Contracting Authority in accordance with the reporting requirements of Annex C - Repair and Overhaul Technical Statement of Work - Naval Remote Weapon Station System. If services are not provided during a given period, the Contractor shall still provide a "nil" report.

The data shall be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

Reporting Requirement- Details

For each authorized task, the report shall contain:

- a) the authorized task number or task revision number(s);
- b) a title or a brief description of each authorized task;
- c) the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;

- d) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- e) the start and completion date for each authorized task; and
- f) the active status of each authorized task, as applicable.

For all authorized tasks, the report shall contain:

- a) 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
- b) the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

3. Standard Clauses and Conditions

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

3.1 General Conditions

- a) 1031-2 (2012-07-16), Contract Cost Principals, apply to and form part of the Contract; and
- b) 2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3.2 Supplemental General Conditions

- a) 4004 (2013-04-25), Maintenance and Support Services for Licensed Software, apply to and form part of the Contract; and
- b) 4012 (2012-07-16), Goods - Higher Complexity, apply to and form part of the Contract

4. Security Requirements

- 4.1 The following security requirements (*SRCL and related clauses provided by ISP*) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER (Similar Clause for Foreign Supplier will be included as required):

- a) The Contractor/Offeror shall, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding and Production Capabilities at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- b) The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) shall EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CISD, PWGSC.

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- c) This contract includes access to controlled goods. Prior to access, the contractor shall be registered in the Controlled Goods Program of Public Works and Government Services Canada.
 - d) Processing of CLASSIFIED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
 - e) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISC/PWGSC.
 - f) The Contractor/Offeror shall comply with the provisions of the:
 - i. Security Requirements Check List and security guide (if applicable), attached at Annex A;
 - ii. *Industrial Security Manual* (Latest Edition).
- 4.2 Contractor's Site(s) or Premises Requiring Safeguarding Measures
- 4.3 The Contractor shall diligently maintain up-to-date, the information related to the Contractor's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es): *(To be inserted at Contract Award)*
- 4.4 The Company Security Officer (CSO) shall ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

5. Term of Contract

5.1 Period of the Contract

The period of the contract is for three (3) years from date of contract award.

5.2 Option to Extend the Contract

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

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

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Michael Rancourt
Supply Specialist

Public Works and Government Services Canada
Acquisitions Branch
Electronics, Munitions, and Tactical Systems Procurement Directorate - QF
11 Laurier Street

Gatineau, Quebec
K1A 0S5

Telephone: 819-956-3930
Facsimile: 819-956-5650
E-mail: Michael.Rancourt@pwgsc-tpsgc.gc.ca

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

6.2 Project Authority

The Project Authority for the Contract is:

(The Project Authority will be inserted at contract award)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for the overall management of the Work under the Contract. Project 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.

6.3 Technical Authority

The Technical Authority for the Contract is:

(The Technical Authority will be inserted at contract award)

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

6.4 Requisition Authority

The Requisition Authority for the Contract is:

(The Requisition Authority will be inserted at contract award)

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

6.5 Industrial and Technological Benefits Authority

The Industrial and Technological Benefits Authority for the Contract is:

(The Industrial and Technological Benefits Authority will be inserted at contract award)

The Industrial Technological Benefits 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 Industrial and Technological Benefits content of the Work under the Contract. Industrial and Technological Benefits matters may be discussed with the Industrial and Technological Benefits Authority; however, the Industrial and Technological Benefits 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.

6.6 Contractor's Representative

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

7. Basis of Payment

7.1 Category 1, 2 and 3 Basis of Payment, Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, shall not exceed the sum of \$ _____ (to be inserted at contract award). 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 shall notify the Contracting Authority in writing as to the adequacy of this sum:
 - a) when it is 75 percent committed, or
 - b) four (4) months before the contract expiry date, or
 - c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor shall provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.2 Category 4 Basis of Payment – Firm Price for Project Management Monthly Fee

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*to be inserted at contract award*), applicable taxes are extra.

7.3 Cash Flow – Estimates and Reporting

DND's intent is to procure goods and services as per the following cash flow during the term of the Contract (values to be inserted at contract award)

Initial Contract				Optional Periods		Total
Fiscal Year (FY)	Contract Year 1	Contract Year 2	Contract Year 3	Optional Year 1	Optional Year 2	
TOTAL						
GST/HST						
GRAND TOTAL						

The Contractor shall:

- a) advise on the adequacy of the remaining funding, four months prior to the estimated date of completion of the Contract; or
- b) if at any time the Contractor considers that the contracted cash flow may be exceeded, the Contracting Authority shall be promptly notified.

7.4 Discretionary Audit

1. The following are subject to government audit before or after payment is made:

- a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- b) The accuracy of the Contractor's time recording system.
- c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
- d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including

the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.

2. Any payments made pending completion of the audit shall be regarded as interim payments only and shall be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor shall repay Canada the amount found to be in excess.

8. Invoicing Instructions

8.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the PWGSC-TPSGC 1111 claim for progress payment (Annex B) in accordance with the payment provisions of the Contract if:

- a) an accurate and complete progress payment claim and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

8.2 Milestone Payments (Task Authorizations)

For all Task Authorizations with Milestone Payments:

- a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed in each applicable Task Authorization and the payment provisions of the Contract, up to ninety (90) percent of the amount claimed and approved by Canada if:
 - i. 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;
 - ii. the total amount for all milestone payments paid by Canada does not exceed ninety (90) percent of the total amount to be paid under each applicable Task Authorization;
 - iii. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
 - iv. all work associated with the milestone and as applicable any deliverables required have been completed and accepted by Canada.
- b) The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.

8.3 Progress Payment Claim

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

Each claim shall 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;
- c) task authorization number
- d) engineering or technical support classification
- e) approved travel expenses and supporting documentation
- f) Details of items repaired including
 - i. NSN
 - ii. description of item
 - iii. labour hours
 - iv. material costs
 - v. other applicable costs
 - vi. work order numbers
 - vii. stock holding code change notification document number
- g) DND financial codes for all categories of work;
 - i. All claims for Category 1 work shall reflect this code: N 001574.04.017F 0113, FC 2183KD, GL 4201.

Each claim shall be supported by:

- a) a copy of time sheets to support the time claimed (if applicable);
 - b) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses (if applicable);
 - c) a copy of the monthly progress report (if applicable).
2. Applicable Taxes shall 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 shall prepare and certify one copy of the claim on form PWGSC-TPSGC 1111, and forward it to the Requisition Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
- The Requisition Authority will then forward 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 shall not submit claims until all work identified in the claim is completed.

9. Shipping

9.1 Shipping Instructions (Department of National Defence)

1. Delivery will be FCA Free Carrier at Contractor's facility, Incoterms 2010. The Contractor shall 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 shall 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.

For all Bidders located between Kingston inclusive and westward to the Ontario/Manitoba border:

Inbound Logistics Central Area (ILCA)
Telephone: 1-866-371-5420 (toll free)
Facsimile: 1-866-419-1627 (toll free)
E-mail: ILCA@forces.gc.ca

For all Bidders located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:

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

For all Bidders located in Quebec:

Inbound Logistics Quebec Area (ILQA)
Telephone: 1-866-935-8673 (toll free), or
1-514-252-2777, ext. 4673, 2852
Facsimile: 1-866-939-8673 (toll free), or
1-514-252-2911
E-mail: 25DAFCTrafficQM@forces.gc.ca

For Bidders located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):

Inbound Logistics Atlantic Area (ILAA)
Telephone: 1-902-427-1438
Facsimile: 1-902-427-6237
E-mail: BlogILAA@forces.gc.ca

For Bidders located in the United States (U.S.):

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

For Bidders located in United Kingdom (UK) and Ireland:

Inbound Logistics United Kingdom (ILUK):
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or
Facsimile: 011-44-1895-613047
E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor shall 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 shall 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 shall be provided by the Contractor and attached to the consignment. The Contractor shall 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.

For Bidders located in a country other than Canada, the U.S., the UK and Ireland:

Inbound Logistics Europe Area (ILEA):
Telephone: +49-(0)-2451-717199 or 717200
Facsimile: +49-(0)-2451-717189
Email: ILEA@forces.gc.ca

3. The Contractor shall 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 shall 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) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian *Dangerous Goods Shipping Regulations* and a copy of the material safety data sheet.

Additional for all Foreign non-Canadian Bidders (g) (h) and (i):

- g) copy of the commercial invoice (in accordance with clause C2608C, section 4, of the *Standard Acquisition Clauses and Conditions Manual*) or a copy of the Canada Border Services Agency form C11 *Canada Customs Invoice* (PDF 429KB) - ([Help on File Formats](#));
- h) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
- i) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;

4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
5. The Contractor shall not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor shall 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.

9.2 Canadian Customs Documentation

General

1. The Contractor shall provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".
2. For shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), and for shipments from Israel that are Israeli in origin, as defined by the Canada-Israel Free Trade Agreement (CIFTA), the Contractor shall provide proof of origin of the goods. This proof shall be in the form of a NAFTA or CIFTA Certificate of Origin for goods valued at C\$1,600 or more, or a simple statement on the invoice for goods valued at C\$1,600 or less. In either case, the document shall include an original signature and shall reference the contract number. For contracts valued at C\$250,000 or more, the proof of origin will not be required.
3. The Contractor shall not employ commercial customs brokers to custom clear the goods provided under the Contract, unless authorized by the Canadian Material Support Group / Customs, at National Defence Headquarters, telephone: 1-855-210-5149, facsimile: 1-800-306-1811 or 613-971-7333.

Completion of Documents

The CCI or commercial invoice shall include the following information:

- a) complete description of the goods being shipped, including the applicable United States "Schedule B" codes or United States Harmonized Tariff Schedule codes;
- b) value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2000), including value of repairs, warranty repairs or replacement costs;
- c) the Contract number and financial codes (use Field 3 on the CCI form);
- d) country of origin of goods;
- e) when a NAFTA/CIFTA Certificate of Origin has been prepared, the "Description" field of the CCI or commercial invoice shall include a statement confirming that it has been completed and is attached to that invoice.

Distribution of Documents

1. The Contractor shall attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation":
 - a) one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable, and;
 - b) one (1) copy of the NAFTA Certificate of Origin (if applicable).
2. The second copy of each of the above-mentioned forms shall be attached to the shipping documents.
3. A copy of the CIFTA Certificate of Origin shall be faxed to 1-800-306-1811 or emailed to DCBSCustoms@forces.gc.ca.

9.3 Customs Duties - Department of National Defence – Importer

1. As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the *Customs Tariff*.
2. Remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00 when the total contract value of the defence supplies is C\$250,000 or more. This reflects the import value of the goods plus the duty that would be applicable in the absence of the *Customs Tariff*.
3. The Department of National Defence (DND) will be responsible for prearranging remission on importation or for paying customs duties on importation and applying to Canada Border Services Agency for a refund. DND is also responsible for applying to Public Works and Government Services Canada in good time for the certification required by the *Customs Tariff*.

9.4 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor shall prepare all deliveries in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

9.5 Marking

The Contractor shall ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

9.6 Wood Packaging Materials

All wood packaging materials used in shipping shall conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP)

9.7 Palletization

1. For all shipments exceeding 0.566 m3 or 15.88 kg (20 ft3 or 35 lbs), except for those shipped by courier, the following applies:
 - a) The Contractor shall strap, and if necessary wrap, shipments on standard 1.22 m x 1.02m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet shall be supplied at no charge to Department of National Defence. Total height, including pallet, shall not exceed 1.19 m (47 in.). The pallet load shall not extend further than 2.54 cm (1 in.) from any edge of the pallet.
 - b) The Contractor shall group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number shall be marked as "**Mixed Items**".
 - c) Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) shall be secured to larger pallets or shall have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids shall be separated by a minimum of 71.12 cm (28 in.).
2. Any exception requires the prior approval of the Contracting Authority.

9.8 Incomplete Assemblies

The Contractor shall not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

9.9 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

9.10 Delivery of Dangerous Goods / Hazardous Products

1. The Contractor shall mark dangerous goods/hazardous products material which is classed as dangerous / hazardous as follows:
 - a) shipping container - in accordance with the Transportation of Dangerous Goods Act, 1992, c. 34; and
 - b) immediate product container - in accordance with the Hazardous Products Act, R.S., 1985, c. H-3.
2. The Contractor shall provide bilingual Material Safety Data Sheets, indicating the NATO Stock Number as follows:
 - a) two (2) hard copies:
 - (i) one (1) copy to be enclosed with the shipment, and

(ii) one (1) copy to be mailed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2

Attention: DSCO 5-4-2

b) one (1) copy sent by email to the following address: MSDS-FS@FORCES.GC.CA in word processing format (i.e. MS Word or WordPerfect).

3. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of goods/products.
4. The Contractor shall ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws and by-laws.
5. The Contractor shall contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

9.11 Transportation of Dangerous Goods/Hazardous Products

The Contractor shall obtain the authorization from the Department of Transport to transport dangerous goods/hazardous products before the carrier may accept a charter involving the transportation of dangerous goods/hazardous products.

9.12 Labelling

The Contractor shall ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

9.12.1 Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

1. The Contractor shall ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor shall clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor shall adhere to all applicable laws regarding dangerous goods/hazardous products.

9.13 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as

submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

10. Quality Assurance

10.1 ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)

In the performance of the Work described in the Contract, the Contractor shall comply with the requirements of:

ISO 9001:2008 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid. It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system shall address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

Assistance for Government Quality Assurance (GQA)

The Contractor shall provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and shall provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

The QAR shall have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR shall be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor shall make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel shall be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor shall provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor shall notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.

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

10.2 Quality Assurance Authority (DND)

For all Canadian Bidders:

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

Within forty-eight (48) hours of contract award, the Contractor shall contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

Atlantic - Halifax 902-427-7224 or 902-427-7150
Quebec - Montreal 514-732-4410 or 514-732-4477
Quebec - Quebec City 418-694-5998, ext. 5996
National Capital Region - Ottawa 819-939-0168
Ontario - Toronto 416-635-4404, ext. 6081 or 2754
Ontario - London 519-964-5757
Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574
Alberta - Calgary 403-410-2320, ext. 3830
Alberta - Edmonton 780-973-4011, ext. 2276
British Columbia - Vancouver 604-225-2520, ext. 2460
British Columbia - Victoria 250-363-5662

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor shall provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor shall forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, shall be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and shall be made available to the QAR upon request.

OR, for all foreign (non-Canadian) Bidders:

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within forty-five (45) working days of award of the Contract, the Contractor shall notify the Contracting Authority.

Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services shall be provided on a cost-recovery basis, the costs for the services shall be accrued against the Contract and be discharged through separate invoicing.

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the materiel or services provided conform to the requirements of the Contract.

The Contractor shall provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor shall forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, shall be retained by the Contractor for three (3) years from the date of completion or termination of the Contract and shall be made available to the QAR upon request.

10.3 Release Documents (DND)

For all Canadian Bidders:

Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, the signature of the DND Quality Assurance Representative on the release document is not required.

Material shall be released for shipment using either DND form CF 1280, Certificate of Release, Inspection and Acceptance, or a release document containing the same information. The Contractor shall prepare the release document(s).

For return of repair and overhaul material to the Canadian Forces Supply System Upgrade, use forms DND 2227/DND 2228 in lieu of DND form CF 1280.

OR, for all U.S.A. Bidders:

Material shall be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor shall prepare the release document(s).

OR, for all non-Canadian and non - U.S.A Bidders:

Material shall be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which shall be prepared by the Contractor.

10.4 Release Documents - Distribution

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

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

National Defence Headquarters
Mgen George R. Pearkes Building

101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: (TBD)

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

DQA/Contract Administration

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

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

11. Priority Rating

For all Bidders based in the United States:

Canada is a participant in the United States Defense Priorities and Allocations System and this defence contract is eligible for a priority rating. The Defence Priorities and Allocations Officer, Public Works and Government Services Canada, shall advise the Contractor as to the appropriate priority rating within sixty (60) days of the date of the Contract.

11.1 Priority Rating - Canadian-based Contractors

For all Canadian based Bidders:

1. The Contract concerns a Canadian defence requirement and therefore is eligible to be assigned a "U.S. Priority Rating" for any materials/services imported from the United States which may be required in the performance of the Work. Accordingly, the Contractor shall:
 - a) make an application to the Defence Priorities and Allocations Officer, Public Works and Government Services Canada (PWGSC), either by e-mail at: DGAPrioritiesdedefense.ACQBDefencePriorities@pwgsc-tpsgc.gc.ca ; or by facsimile: 819-956-1459; and
 - b) include this clause in subcontracts with Canadian-based contractors, and quote the PWGSC Contract Number indicated in the Contract.
2. Failure to comply with the above may impact on the Contractor's delivery commitments. Therefore, the Contractor is responsible for any breach of the Contract that arises from such a failure.

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the

Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

12.2 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 shall 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.

13. Applicable Laws

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

14. Priority of Documents

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

- (a) the Articles of Agreement, including Schedule A;
- (b) the supplemental general conditions 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (c) the supplemental general conditions 4012 (2012-07-16) Goods – Higher Complexity;
- (d) the general conditions 1031-2 (2012-07-16) contract Cost Principals;
- (e) the general conditions 2035 (2015-07-03) General Conditions – Higher Complexity - Services;
- (f) Annex A, Security Requirement Checklist;
- (g) Annex B, PWGSC-TPSGC 1111, Claim for Progress Payment;
- (h) Annex C, Repair and Overhaul Technical Statement of Work – Naval Remote Weapon Station, and its' appendix;
- (i) Annex D, DND 626, Task Authorization Form;
- (j) Annex E, Industrial and Technological Benefits (ITB) Terms and Conditions;
- (k) the signed Task Authorizations (including all of its annexes, if any);
- (l) the Contractor's bid dated (*to be inserted at contract award*).

15. Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and shall be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work shall belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

16. Foreign Nationals

For All Canadian Bidders:

The Contractor shall comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

For All Foreign Bidders:

The Contractor shall comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

17. Canadian Forces Site Regulations

The Contractor shall comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

18. Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor shall advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees shall comply with all the conditions applicable at the Work site. The Contractor shall further ensure that the facilities and equipment are used solely for the performance of the Contract.

19. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

20. Controlled Goods

The Contract involves controlled goods as defined in the Schedule to the Defence Production Act. The Contractor shall identify those controlled goods to the Department of National Defence.

20.1 Controlled Goods Program

1. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer

controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program

2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor shall, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods shall be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

3. The Contractor and any subcontractor shall maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

21. Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$(Contract Value, and will be populated at Contract Award). This limitation of the Contractor's liability does not apply to:
 - a) any infringement of intellectual property rights; or
 - b) any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor shall reimburse Canada for that amount.

Schedule A - NRWS Repair and Overhaul Pricing

Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Should a discrepancy exist between the unit and extended unit prices, the unit pricing shall govern.

1. Currency

All prices provided in Schedule A, NRWS Acquisition Pricing, are provided in the following currency:

2. Definitions

- a. Hourly Rate means a firm hourly rate to be charged for each hour worked and prorated for any period less than an hour.
- b. Laid-Down Cost is the cost incurred by a supplier to acquire a specific product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the GST/HST.
- c. Markup includes applicable internal handling charges and general and administrative expenses plus profit.
- d. Firm (Fixed) Price is a method of pricing in which the total amount payable is a fixed lump sum or is an amount determinable in accordance with fixed unit prices. In such cases, both parties agree prior to the award of the contract as to the payable there under.
- e. Project Management: In addition to the activities detailed in the Annex C Repair and Overhaul Technical Statement of Work – Naval Remote Weapon Station System para 3.5 Project Manager will perform generic support activities related to program issues and repair activity such as hosting team meetings, managing daily activities, providing guidance to R&O team, managing communication with customer, preparing program reviews, reporting or analyzing technical data, providing support to contractual and financial teams, resolution of technical issues, monitor system data and overall trends, supervision of touch labour activities and prioritizing flow through and managing and assigning resources as required.

3. Project Management

The performance of the Project Management work under the terms of the contract will be paid on a firm fixed monthly fee.

Item	Initial Period			Optional Years	
	Firm Fixed Monthly Fee Year 1	Firm Fixed Monthly Fee Year 2	Firm Fixed Monthly Fee Year 3	Firm Fixed Monthly Fee Optional Year 1	Firm Fixed Monthly Fee Optional Year 2
Program Management					

4. Labour Rates

For performance of all categories of Work, under the terms of the Contract, the Contractor will be paid for the actual hours worked using the following firm labour rates. Rates are inclusive of profit:

Labour Category	Initial Period			Optional Years	
	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	Hourly Rate Optional Year 1	Hourly Rate Optional Year 2
Senior Specialist					
Senior Engineer					
Junior Engineer					
Senior Technologist					
Junior Technologist					

5. Allowable Mark-ups

5.1 Material

5.1.1 In-Service Support Spares

- a) The purchase of In-Service Support Spares, when request by Canada, shall be negotiated with the Contractor.

The Contractor certifies that the In-Service Support Spares prices proposed:

- i) are not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
 - ii) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
 - iii) does not include any provision for discounts to selling agents.
- b) The Contractor will provide at least one of the following supporting criteria for the purchase of In-Service Support Spares:
- i) latest company official published price lists or catalogues; and / or
 - ii) prices paid by others, such as other governments, Crown corporations, hospitals, universities and large private sector corporations or companies.

5.1.2 All other materials require in the conduct of work

The Contractor shall be paid a Material Mark-up applied on actual laid down cost. Rates are inclusive of profit:

	Initial Period			Optional Years	
	Year 1 Percentage	Year 2 Percentage	Year 3 Percentage	Optional Year 1 Percentage	Optional Year 2 Percentage
Material Mark-up	%	%	%	%	%

5.2 Subcontractor Services

The Contractor shall be paid a Subcontractor Mark-up applied on actual laid down cost for all work using a subcontractor. Rates are inclusive of profit:

	Initial Period			Optional Years	
	Year 1 Percentage	Year 2 Percentage	Year 3 Percentage	Optional Year 1 Percentage	Optional Year 5 Percentage
Subcontractor Mark-up	%	%	%	%	%

6. Travel and Living Expenses - National Joint Council Travel Directive

For any contractor travel required for work related to Categories 1, 2 and 3 :

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, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel shall have the prior authorization of the Project Authority.

All payments are subject to government audit.