

**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 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet R&O LEOPARD 2 AFESS		
Solicitation No. - N° de l'invitation W8486-137095/A	Date 2013-02-08	
Client Reference No. - N° de référence du client W8486-137095		
GETS Reference No. - N° de référence de SEAG PW-\$\$BL-266-23563		
File No. - N° de dossier 266bl.W8486-137095	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-03-25		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Edwards, Jessica		Buyer Id - Id de l'acheteur 266bl
Telephone No. - N° de téléphone (819) 956-8075 ()		FAX No. - N° de FAX (819) 956-0648
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N2E9 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Armoured Vehicles - Life Extension/Prolongation de vie,
véhicules blindés

11 Laurier St./11, rue Laurier

Place du Portage Phase III 6C1

Gatineau

Québec

K1A 0S5

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Work

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Note to Bidders
3. Submission of Proposals
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Basis of Payment
7. Foreign Suppliers (GST/HST)

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES, BASIS OF SELECTION AND CERTIFICATION

1. Evaluation Procedures
2. Basis of Selection
3. Technical Evaluation
4. Financial Evaluation
5. Forecast
6. Certifications
7. Certifications Precedent to Contract Award
8. Code of Conduct Certifications - Certifications Required Precedent to Contract Award
9. Federal Contractors Program - Certification

PART 5 - RESULTING CONTRACT CLAUSES

SECTION A - ADMINISTRATION

- A1. Security Requirement
- A2. Authorities
- A3. Standard Clauses and Conditions
- A4. Certifications
- A5. Applicable Laws
- A6. Defence Contract
- A7. Priority of Documents

Solicitation No. - N° de l'invitation

W8486-137095/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

266bl

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

W8486-137095

File No. - N° du dossier

266blW8486-137095

CCC No./N° CCC - FMS No/ N° VME

SECTION B - REQUIREMENT

- B1. Statement of Work
- B2. Term of Contract
- B3. SACC Manual Clauses
- B4. Preparation for Delivery
- B5. Shipping Instructions (DND) - Canadian-based Contractor
- B5. Shipping Instructions (DND) - Foreign-based Contractors
- B6. Release Documents - Distribution

SECTION C - FINANCE

- C1. Payment
- C2. Invoicing Instructions

List of Annexes:

- Annex "A" Statement of Work
- Annex "B" Logistic Statement of Work
- Annex "C" Price and Delivery

Solicitation No. - N° de l'invitation

W8486-137095/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

266b1

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8486-137095

266b1W8486-137095

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The proposed Contractor must perform the Work in accordance with Annex "A".

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

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.

- 1.1 The 2003 (2012/11/19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Note to Bidders

- a) This Request for Proposal, (RFP), is structured so that it will be similar to any resulting Contract. As such the words "Contract" and "Contractor" are to be read as "any resulting Contract" and "proposed Contractor" respectively.
- b) Changes to proposals will not be accepted after the solicitation closing date.
- c) There will be no direct payment by the Crown for any costs incurred in the preparation and submission of proposals resulting from this RFP.

3. Submission of Proposals

Proposals must be submitted ONLY TO PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PWGSC) BID RECEIVING UNIT by the date, time and place indicated on page 1 of the Request for Proposal.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

5. Applicable Laws

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

6. Basis of Payment

6.1 Canadian-Based Contractor

Canadian-based bidders must submit firm prices for items in Canadian Dollars (CAD) , Canadian customs duties, and excise taxes included, where applicable, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded, FCA Free Carrier, (Contractors Facility *) as per Incoterms 2000.

Delivery location / point: _____

* **Bidders are required to specify above the delivery location / point to be considered as the FCA Plant location / point.**

6.2 Foreign-Based Contractor

Foreign-based bidders must submit firm prices for items in Canadian Dollars (CAD) , Canadian customs duties, excise taxes, Goods and Services Tax (GST) and Harmonized Sales Tax (HST) excluded, FCA Free Carrier, (Contractors Facility **) as per Incoterms 2000.

Delivery location / point: _____

** **Bidders are required to specify above the delivery location / point to be considered as the FCA Plant location / point.**

6.3 For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

7. Foreign Suppliers (GST/HST)

Foreign Suppliers should be aware that Goods and Services Tax (GST) or Harmonized Sales Tax (HST) registration with Canada Revenue Agency is required in order to invoice for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST). Any contracts awarded to foreign suppliers should not include the GST/HST

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Proposal - one (1) original, four (4) hard copies and one (1) soft copy

Section II: Financial Proposal - one (1) original and one (1) soft copy

Section III: Certifications - one (1) original and one (1) soft copy

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

Canada requests that bidders use a numbering system that corresponds to the solicitation in the preparation of their bid.

Section I: Technical

In their technical bid, bidders must demonstrate how they meet the Mandatory Requirements stated in Part 4, Section 3.1 .

Section II: Financial

Bidders must submit their financial bid in accordance with the Annex "C" - Price and Delivery. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 4.

PART 4 - EVALUATION PROCEDURES, BASIS OF SELECTION AND CERTIFICATION

1. Evaluation Procedures

Bids will be evaluated in accordance with the Basis of Selection specified below

2. Basis of Selection

To be considered responsive, a bid must meet all of the following mandatory requirements of this solicitation:

1. Technical compliance as per Article 3. Technical Evaluation
2. Price and Delivery as per Annex "C"
3. All other clauses, terms and conditions stipulated in this RFP

Bids not meeting all of the mandatory requirements will be given no further consideration. Among the compliant bids, the lowest total price as per Article 4. Financial Evaluation will be the determining factor in awarding the Contract.

3. Technical Evaluation

3.1 Mandatory Requirements

It is required that proposals address in writing all of the mandatory requirements stated below. It is the bidder's responsibility to ensure that the proposal is complete in technical detail to allow for a technical evaluation. The information provided must be complete, concise and clearly demonstrate that the bidder meets the stated mandatory requirements. The responses consisting of a simple statement of compliance or lacking narrative must be avoided, as this could preclude assessing your proposal. If the evaluation team finds that a proposal does not provide sufficient detail to substantiate a mandatory requirement, then that proposal may be declared non-compliant and will not be subject to further evaluation

3.1.1 Repair turn around time (RTAT):

Method of compliance:

Provide a production plan showing a list of tasks/activities, demonstrating a repair turn around time of 30 calendar days or less, for repair and overhaul of a batch of 10 AFESS nitrogen bottles.

3.1.2 Expertise (your ability to perform R&O IAW OEM specifications):

Method of compliance:

Provide a letter from the original equipment manufacturer (OEM) stating that you are their authorized dealer/licensee.

4. Financial Evaluation

The total price will be calculated by multiplying the firm unit price for item 1 (R&O) and item 2 (Disposal) from Annex "C", by the forecast indicated in Article 5, over the term of the contract and option years.

Example:

Item No.	Description	Firm Fixed Unit Prices in \$ CAD				
		Year 1 Contract award to March 31, 2014	Year 2 April 1, 2014 to March 31, 2015	Year 3 April 1, 2015 to March 31, 2016	Option 1 April 1, 2016 to March 31, 2017	Option 2 April 1, 2017 to March 31, 2018
1	R&O of AFESS nitrogen bottle, NSN: 4210-12-340-1045	1	1.01	1.02	1.03	1.04
2	Disposal of AFESS nitrogen bottle NSN: 42-12-340-1045	0.25	0.26	0.27	0.28	0.29
3	Progress report as detailed in Annex A	Not separately priced				

Total price

R&O: $(1.00 \times 50) + (1.01 \times 50) + (1.02 \times 50) + (1.03 \times 60) + (1.04 \times 60) = 275.7$

Disposal: $(0.25 \times 3) + (0.26 \times 3) + (0.27 \times 3) + (0.28 \times 3) + (0.29 \times 3) = 4.05$

Total price: 279.75

5. Forecast

Repair Forecast for AFESS nitrogen bottles, NSN 4210-12-340-1045 :

Contract award to March 31, 2014	April 1, 2014 to March 31, 2015	April 1, 2015 to March 31, 2016	Option 1 April 1, 2016 to March 31, 2017	Option 2 April 1, 2017 to March 31, 2018
50	50	50	60	60

Disposal Forecast for AFESS nitrogen bottles, NSN 4210-12-340-1045 :

Contract award to March 31, 2014	April 1, 2014 to March 31, 2015	April 1, 2015 to March 31, 2016	Option 1 April 1, 2016 to March 31, 2017	Option 2 April 1, 2017 to March 31, 2018
3	3	3	3	3

Note: The quantities stated herein are the estimated annual volumes and are the best estimates available. No guarantee can be given that the actual volumes will occur in the quantities indicated above

6. Certifications

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

7. Certifications Precedent to Contract Award

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

8. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

9. Federal Contractors Program - Certification

9.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows:
_____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

PART 5 - RESULTING CONTRACT CLAUSES

SECTION A - ADMINISTRATION

A1. Security Requirement

There is no security requirement associated with the requirement.

A2. Authorities

2.1 Contracting Authority

The Contracting Authority for the Contract is:

Jessica Edwards
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Defence & Major Projects Sector
Place du Portage, Phase III, 6C1
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: (819) 956-8075
Facsimile: (819) 956-0648
E-mail address: Jessica.Edwards@tpsgc-pwgsc.gc.ca

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

2.2 Requisitioning Authority

The Requisitioning Authority for the Contract is:

National Defence Headquarters
MGen George R. Pearkes Building
Ottawa, Ontario K1A 0K2

Attention: TBA
Tel.: ____ - ____ - ____
Fax: ____ - ____ - ____
Email: _____

The Requisitioning Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Requisitioning 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 Requisitioning Authority however the Requisitioning 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.

2.3 Technical Authority

The Technical Authority for the Contract is:

National Defence Headquarters
MGen George R. Pearkes Building
Ottawa, Ontario K1A 0K2

Attention: TBA

Tel.: ____-____-____

Fax: ____-____-____

Email: _____

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.

2.4 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries

Name: _____

Telephone No. ____-____-____

Facsimile No. ____-____-____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. ____-____-____

Facsimile No. ____-____-____

E-mail address: _____

A3. 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

2010A (2012/11/19) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

A4. Certifications

4.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or 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.

A5. Applicable Laws

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

A6. Defence Contract

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

Title to the Work or to any materials, parts, work-in-process or finished work must 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.

A7. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2012/11/19) General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Statement of Work ;
- (d) Annex "B", Logistic Statement of Work
- (e) Annex "C", Basis of Payment;
- (f) the Contractor's bid dated _____

SECTION B - REQUIREMENT

B1. Statement of Work

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

B2. Term of Contract

2.1 Period of Contract

The period of the Contract is from date of Contract to March 31, 2016 inclusive.

2.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days 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.

B3. SACC Manual Clauses

D5545C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)
D5510C	2012/07/16	Quality Assurance Authority (DND) - Canadian Based Contractor
		OR
D5515C	2010/01/11	Quality Assurance Authority (DND) - Foreign-based and United States Contractor
D5606C	2012/07/16	Release Documents (DND) - Canadian-based Contractor
		OR
D5605C	2010/01/11	Release Documents (DND) - United States-based Contractor
		OR
D5604C	2008/12/12	Release Documents (DND) - Foreign-based Contractor
D3010C	2012/07/16	Dangerous Goods/Hazardous Products
D6010C	2007/11/30	Palletization
D2025C	2008/12/12	Wood Packaging Materials

B4. Preparation for Delivery

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

B5. Shipping Instructions (DND) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at (Contractor's facility) 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 telephone, facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Central Area (ILCA)

Telephone: 1-866-371-5420 (toll free)

Facsimile: 1-866-419-1627 (toll free)

Email: ILCA@forces.gc.ca

OR

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

OR

Inbound Logistics Quebec Area (ILQA)

Telephone: 1-866-935-8673 (toll free), or
1-514-252-2777, ext. 2323, 2852 or 4673

Facsimile: 1-866-939-8673 (toll free), or
1-514-252-2911

E-mail: 25DAFCTrafficQM@forces.gc.ca

OR

Inbound Logistics Atlantic Area (ILAA)

Telephone: 1-866-242-1755 (toll free), or
1-902-720-1248

Facsimile: 1-866-242-1767 (toll free), or
1-902-720-2200

E-mail: w12flogILAA@forces.gc.ca

3. The contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

- (a) the contract number;
 - (b) consignee address (for multiple addresses, goods must be packaged and labeled separately with each consignee address);
 - (c) description of each item;
 - (d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - (e) actual weight and dimensions of each piece type, including gross weight;
 - (f) full details of dangerous 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 Transportation 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 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

B5. Shipping Instructions(DND) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at (Contractor's facility)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 telephone, facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Coordination Center (ILCC):

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

OR

Inbound Logistics United Kingdom (ILUK):

Telephone: 011-44-1895-613023, or
011-44-1895-613024
Facsimile: 011-44-1895-613047
Email: CFSUEDetUKMovement@forces.gc.ca

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

OR

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 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 C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1, Canada Customs Invoice;
 - (g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - (h) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - (i) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transportation 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 labelling, the marking of each piece with a Transportation Control Number and customs documentation.
 - 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
 - 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
 - 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 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.

B6. Release Documents - Distribution

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

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

-
- D. One (1) copy to:
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
Attention: _____
- E. One (1) copy to the Quality Assurance Representative;
- F. One (1) copy to the Contractor; and
- G. For all non-Canadian contractors, one (1) copy to:
DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
E-mail: ContractAdmin.DQA@forces.gc.ca.

NOTE: For into-plane refuelling contracts b, c and d above are not required.

SECTION C - FINANCE

C1. Payment

1.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "C". Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

1.2 SACC Manual Clauses

C6000C	2011/05/16	Limitation of Price
H1001C	2008/05/12	Multiple Payments
C2801C	2011/05/16	Priority Rating - Canadian Contractors
C2800C	2013/01/28	Priority Rating - U.S Contractor
C2610C	2007/11/30	Customs Duty - DND - Importer
C2608C	2012/07/16	Canadian Customs Documentation
C0101C	2010/01/11	Discretionary Audit - Non-commercial Goods and/or Services
D0050C	2007/05/25	End User Certificate

C2. Invoicing Instructions

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

- (a) The original and one (1) copy to:

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

Attention: TBD

Solicitation No. - N° de l'invitation

W8486-137095/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

266bl

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

W8486-137095

File No. - N° du dossier

266blW8486-137095

CCC No./N° CCC - FMS No/ N° VME

(b) One (1) copy to:

Department of Public Works and Government Services
Acquisitions Branch
Defence & Major Projects Sector
Place du Portage, Phase III, 6C1
Gatineau, Quebec K1A 0S5

Attention:

ANNEX A

STATEMENT OF WORK

**REPAIR & OVERHAUL OF THE AUTOMATED FIRE EXTINGUISHER SUPPRESSION SYSTEM
BOTTLES**

FOR THE LEOPARD 2 FAMILY OF VEHICLES

TABLE OF CONTENTS

1.0 GENERAL

- 1.1 Background
- 1.2 Purpose
- 1.3 Authority
- 1.4 Contractor's Responsibility
- 1.5 Terminology

2.0 APPLICABLE DOCUMENTS

- 2.1 Technical Manual
- 2.2 Specifications
- 2.3 Definitions

3.0 WORK REQUIREMENTS

- 3.1 Repair Turn Around Time (RTAT)
- 3.2 Packaging
- 3.3 Certificate of Conformity
- 3.4 Progress Report

4.0 DELIVERABLES

- 4.1 Refill
- 4.2 Detailed Inspection
- 4.3 Progress Report

1.0 GENERAL

1.1 Background

The Leopard 2 family of vehicles uses an Automated Fire Extinguisher Suppression System (AFESS) to extinguish on-board fires. Without this system being fully functional the tank cannot be used. Canada has a requirement to inspect, repair and overhaul (R&O), and refill the AFESS nitrogen bottles.

1.2 Purpose

This Statement of Work (SOW) describes the work required to inspect, R&O and refill the AFESS nitrogen bottles in accordance with Original Equipment Manufacture (OEM) specifications.

1.3 Authority

The work performed must comply with the most recent configuration and specifications for NSN 4210-12-340-1045. Any proposed changes to the original specification must be submitted to the Contracting Authority (CA) and Technical Authority (TA) who will provide explicit guidance to the Contractor via the CA.

1.4 Contractor's Responsibility

The Contractor must obtain the necessary intellectual property rights and technical documentation from the OEM in order to carry out the work described herein. The nitrogen bottles must be fully functional in accordance with Technical Manual (TDv) 2350/089-10.

1.5 Terminology

Term	Description
FOV	Family Of Vehicles
AFESS	Automated Fire Extinguisher Suppression System
SOW	Statement of Work
DND	Department of National Defence
NSN	NATO Stock Number
TA	Technical Authority
CA	Contracting Authority
OEM	Original Equipment Manufacture
TDv	Technical Manual TDv 2350/089- 10
CoC	Certificate of Conformity
IAW	In Accordance With
RTAT	Repair Turn Around Time

2.0 APPLICABLE DOCUMENTS

The following documents form part of this Annex to the extent specified herein. Unless otherwise stated in the Contract, the effective dates of issue or amendment will be those in effect on the date of award of the Contract. It is the Contractor's responsibility to procure the documents required to execute this Contract.

2.1 Technical Manual TDv 2350/089- 10

A-LM-184-001/JS-001 Special Instructions for Repair and Overhaul Contractors.

2.2 Specifications

GAS Type: NITROGEN TECHNICAL
Specification: A-A-59503 Type I grade B Class 1
NSN: 6830-01-196-4586
Capacity: Litre 0.5 m³
Pressure: Service: 125 bar
Test: 250 bar

BOTTLE Dimensions: Total Length: 506 mm
Length without Valve: 130 mm
Diameter: 140 mm
Weight: 3.178 kg
Charged: 7.478 kg
Color Marking: Body: GREEN
Ogee: GREEN
Preapproval rate: 10 YEARS

2.3 Definitions

- 2.3.1 Repair: As defined in A-LM-184-001/JS-001, the restoration or replacement of parts or components of materiel as necessitated by wear and tear, damage, failure of parts or the like in order to maintain the specific item of supply in efficient operating condition, and
- 2.3.2 Repair and Overhaul (R&O): As defined in A-LM-184-001/JS-001, the repair of an item of equipment to return it to serviceable condition; overhaul may or may not be coincident with repair. Repair normally involves the correction of specific defects only, whereas overhaul will entail replacement of both, worn and damaged parts or parts whose service life has expired. Overhaul is normally affected only after expiry of service life due to hours of use or elapsed time.

3.0 WORK REQUIREMENTS

- 3.1 Repair Turn Around Time (RTAT): RTAT to a serviceable state must be achieved within 30 calendar days, for each batch of bottles. RTAT is defined as the period of time from the date of receipt to date the equipment is reported serviceable.

- 3.1.1 Inspect the bottles IAW OEM inspection guidelines,
- 3.1.2 R&O the bottles as necessary IAW OEM specifications, including but not limited to the following:
 - 3.1.2.1 Repair any worn-out components,
 - 3.1.2.2 Replace any missing components with new OEM approved parts,
 - 3.1.2.3 Dispose of any remaining gas, IAW applicable environmental and health and safety laws and regulations,
 - 3.1.2.4 Refill bottles with nitrogen gas as per OEM specifications,

- 3.1.2.5 Fill out tag CF-942 (NSN: 9905-21-872-2435) and label "Serviceable"
 - 3.1.2.6 If required, perform minor repairs on the shipping containers.
- 3.2 Package the bottles in the same manner as they were received, or IAW MIL SPEC CFR 49 chapter 173.301.
- 3.3 Prepare a CoC in Contractor's format, certifying that the R&O has been performed IAW OEM specifications and the bottles are fully operational IAW TDv 2350/089-10.
- 3.4 Prepare a progress report containing the following information for each bottle:
 - 3.4.1 Date of arrival,
 - 3.4.2 Date of R&O completion,
 - 3.4.3 Missing components (if any), and
 - 3.4.4 If the entire bottle is non-repairable and requires disposal, provide supporting photos. A written authorization from the TA must be obtained in order to dispose of any bottles. Disposal instructions will be provided as required upon request.

4.0 DELIVERABLES

- 4.1 Provide refilled and fully functional AFESS nitrogen bottles IAW TDv 2350/089-10.
- 4.2 Provide a signed CoC to the TA as detailed under Para 3.3 above, for each batch of bottles shipped.
- 4.3 Provide a monthly progress report to the TA as detailed under Para 3.4 above and Para 14.2 of Annex B- Logistic Statement of Work.

ANNEX B

LOGISTIC STATEMENT OF WORK

**REPAIR & OVERHAUL OF THE AUTOMATED FIRE EXTINGUISHER SUPPRESSION SYSTEM
BOTTLES**

FOR THE LEOPARD 2 FAMILY OF VEHICLES

1.0 GENERAL

1.1 AIM

1.1.1 The Contractor shall repair and/or overhaul the (PA to insert name of program), and only those items for which he has received authorization through the Procurement Authority in accordance with the Selection Notice and Priority Summary (SNAPS) for Repairable Materiel Account (RMA) (to be established once contract has been awarded) code(s), against contract serial number, (to be assigned) and/or an approved Repairable Materiel Request (RMR). The Contractor shall conform to such supply procedures as advised in this SOW in relation to the management of DND equipment and stores in his possession. DND reserves the right to exercise surveillance over all aspects of the contractor's supply operation. Repair and/or Overhaul priorities will be maintained as advised by the Procurement Authority.

1.2 EXTENT OF WORK

1.2.1 The complete overhaul of all arisings (except life items that are time expired), is not permitted under the terms of this Statement of Work. The intent is that repair work will be done and overhaul resorted to only where such is economically and technically justifiable; or where required by technical specifications. The following definitions will apply:

- a. **Repair:** The identification and correction of those specific defects which degrade the performance of an item causing it to function below the specifications;
- b. **Overhaul:** The restoration of an item to its original condition/near life expectancy. It includes the replacement of worn, damaged or life expired parts; the incorporation of approved modifications; and the rework of components as necessary;
- c. **Interchangeability:** Following repair, the article must remain fully interchangeable (form, fit and function) with articles catalogued under the same reference number, part number and of the same modification status. This concept of interchangeability must be extended to include internal characteristics such as wave forms and components' layout in order to ensure full compatibility with automatic test equipment software and automatic probing;
- d. **Serviceable Condition:** The condition of an equipment which allows it to be used, shipped or held in stores without being subjected to any limitations not applicable to new equipment; and
- e. **Reliability and Maintainability:** The definitions of MIL STD-721 will apply.

2.0 ADMINISTRATION

2.1 RECEIPT PROCEDURES

2.1.1 The Contractor shall acknowledge receipt by fax or email of all materiel to the applicable Canadian Forces Supply Depot Out-of Country Section (CFSD/OCRS) identified below as well as the cognizant Government plant representative.

25 Canadian Forces Supply Depot (25 CFSD)

Phone: 514-252-2525 / Fax: 514-252-2175

Email: 25DAFCoutofcountryrepair@forces.gc.ca

- 2.1.2 The Contractor shall ensure that any losses or damage to materiel are reported by email or fax to the applicable Procurement Authority:

Name: Elie Saab

Email: Eli.Saab @forces.gc.ca

- 2.1.3 Prior to acknowledging receipt of materiel the Contractor shall specifically:

- a. verify that materiel received correspond with the packing slip that accompanies the shipment and report any discrepancies to the applicable CFSD/OCRS and info the Procurement Authority;
- b. inspect such materiel to ensure that it is candidate for servicing under current contract;
- c. segregate materiel which was improperly sent to the Contractor and request disposition instructions from the Procurement Authority this is materiel that is not identified in the Forecast report or for which prior written approval has not been received); and
- d. when required, provide adequate and segregated storage area for materiel pending authorization to commence servicing under current contract.

- 2.1.4 The Contractor shall acknowledge receipt of material to the CFSD/OCRS within 10 working days by faxing or emailing (scanned) a copy of the "Repairable Item Dispatch Advice" form that accompanies the shipment(s). The contractor is to ensure that he signs the form (as having received the materiel) and records his work order number before releasing it. Should it not be possible to fax/email the "Repairable Item Dispatch Advice" form then the contractor is to fax/email the following information to the designated CFSD/OCRS:

- a. Contractor's Repairable Materiel Account (RMA);
- b. Order Number – as per the "Repairable Item Dispatch Advice";
- c. NATO Stock Number(s) (NSN);
- d. Item Name;
- e. Quantity shipped;
- f. Serial Number(s) (if applicable);
- g. Date materiel received; and
- h. Where the item was shipped from.

2.2 DISCREPANCIES IN SHIPMENTS

- 2.2.1 If upon initial inspection, the Contractor identifies equipment as having same form, fit and function as other equipment but as being misidentified, the Contractor shall forward an email/fax to the Procurement Authority and info the applicable CFSD/OCRS with the following information:

- a. discrepancy in identification;
- b. Order number;
- c. Item name;
- d. NSN and quantity vouchered;

- e. NSN and quantity actually received; and
- f. Where the item was shipped from.

2.2.2 When other discrepancies are discovered, the Contractor shall advise the CFSD/ OCR by fax or email, info the Procurement Authority, within 45 calendar days of delivery of shipment, referring to the original issue instruction. A separate fax or email is required for each line item. The Procurement Authority will be responsible to ensure that DCSO is informed of the matter.

2.3 COMPLETION OF WORK

2.3.1 The contractor shall contact the designated Inbound Logistics (below) by email or fax at least 10 days prior to the materiel (repairable(s)) being available for shipment; providing cube, weight, and number of pieces.

2.3.2 When the contractor receives the shipping details back from Inbound Logistics he is to advise the CFSD/OCRS by Fax or email (prior to shipping) of the arrangements and is to ensure that the following information is also included:

- a. Repairable Materiel Account (RMA);
- b. NATO Stock Number(s) (NSN);
- c. Item Name;
- d. Quantity being shipped; and
- e. Serial Number(s) (if applicable); and
- f. Contractor's Work Order number

2.3.3 On completion of the repair and/or overhaul, the contractor shall prepare and transmit the necessary release documentation as identified in the contract. The necessary paperwork identified within the contract shall be forwarded with the shipment as it is the support documentation for the invoice payment action.

For contractors located in the **United States & US Foreign Military Sales (FMS)**

Inbound Logistics Coordination Centre (ILCC)

Tel: 1-877-447-7701 (toll free)

Fax: 1-877-877-7409 (toll free)

Email: ILHQOttawa@forces.gc.ca

3.0 WORK CONTROL

3.1 The Contractor shall ensure that the repair of all DND equipment is controlled by a serial numbered work order. Upon completion of repair, the work order shall include at least the following:

- a. The contract serial number against which all cost incurred are chargeable;
- b. the NATO Stock Number(NSN) and/or Part Number (PN), description, quantity and serial number, if any, of items repaired;
- c. a cross reference to all Supply Documents. This includes receipt, issues and returns, including scrap activity, finalization of repair, inspection, and final acceptance;
- d. the reference to the applicable technical data;
- e. details of the work performed;
- f. a list of all the parts, by part number and description, found unserviceable and requiring repair and/or overhaul, ensuring that the repair scheme is referenced;
- g. a list of parts required, identifying the stores from which issued (eg. Bonded Inventory or CSM);
- h. the repair cost estimate; and
- i. the identity of the person opening the work order.

3.2 For those items where the basis of payment is other than firm fixed price (where applicable/contractually stipulated) and is based on available information and/or inspection of the item, the Contractor shall determine the extent of work required, prepare a cost estimate, and if cost to repair is below the maximum repair cost(MRC), proceed with the repair. Whenever cost to repair threatens to exceed the MRC, the Contractor shall request prior written authorization from the Procurement Authority to proceed with the repair.

3.3 Where it is impossible to determine the cost of repair, the Contractor may be granted authority by the Procurement Authority, to strip the equipment so as to assess its repair and/or overhaul potential and to estimate the costs. Unless otherwise specified, and regardless of the value of the equipment, the cost of the work involved in estimating repair is chargeable to the item whether or not it is subsequently repaired.

4.0 ANNUAL REPAIR FORECAST - SNAPS

4.1 The contractor shall notify the Procurement Authority when the receipt for a selected repairable line item exceeds the current (fiscal) year forecast (CYF). The contractor shall not induct the line item until written approval is received from the Procurement Authority (PA) or the forecast is amended.

5.0 COST CONTROL

5.1 The Contractor shall monitor the cost of each repair to ensure that total repair costs remain within approved limits. Appropriate management control procedures must be in place and records maintained. These control procedures and records shall be available for review and/or audit on request.

6.0 COSTING RECORDS

6.1 The Contractor shall prepare forms and maintain records which will provide:

- a. a cost listing, by serial number if applicable, of each item or job lot going through the repair line;
- b. a detail of the extent of work carried out, in-process inspections completed and materiel embodied at any stage of the repair process;

- c. the work order, NSN, labour category, rates, hours, total labour costs, CFM, mark-up, total cost and MRC

NOTE: This data shall be provided as requested by the Procurement Authority

7.0 MAINTENANCE SUPPORT

7.1 MINOR REPAIRS

7.1.1 If owned parts (bonded stores) are urgently required to effect delivery of Free Flow (components) and are not immediately available, then minor repairs may be carried out to the unserviceable part by the prime Contractor at the discretion of and as directed by the Procurement Authority.

7.2 EQUIPMENT TURN AROUND TIME (TAT)

7.2.1 Unless specifically identified within the contract, equipment TAT to a serviceable state shall be achieved in 90 Calendar days. TAT is defined as that period of time from "date of receipt to date item is reported serviceable". Repair priority shall be governed by the Procurement Authority. The principle of "first-in / first-out" (FIFO), shall be observed whenever possible.

7.3 PRIORITY REPAIR REQUEST (PRR)

7.3.1 The Contractor shall be prepared to satisfy PRRs in an expeditious manner. If the Required Delivery Date (RDD) cannot be met, the Contractor shall advise the

Procurement Authority, by email or fax, for a more realistic Estimated Delivery Date (EDD). This EDD shall be amended as required until the PRR is satisfied.

7.4 SPECIAL INVESTIGATIONS AND TECHNICAL STUDIES (SITS)

7.4.1 When authorized by the Procurement Authority, the Contractor shall undertake special investigations and technical studies and shall provide relevant data to these investigations as and when required. The scope of work normally covered under special investigation and technical studies is to cater for equipment not meeting specification standards or due to repetitive failures. This excludes studies and/or investigations which have or will have fleet fitment application.

8.0 SUPPLY SUPPORT

8.1 PRESERVATION AND PACKAGING

8.1.1 Equipment damaged due to preservation and packaging failures in shipments shall be reported to the Procurement Authority.

8.1.2 Supplies provided under the terms of the contract shall be so packed as to permit the application of the lowest available, less than carload/truckload freight, classification and to ensure safe arrival at destination.

8.1.3 Preservation, Packaging and Packing shall be to level B packaging with marking in accordance with the latest issue of the United States Department of Defence (US DOD) MIL-2073 or NATO equivalent.

8.1.4 All components after repair and/or overhaul will be marked in accordance with the latest issue of US DOD MIL-STD-129 or the NATO equivalent.

8.1.5 The contractor will be required to identify all repairables which require special packing and/or handling and recommend appropriate methods to the Procurement Authority.

8.2 REUSABLE CONTAINERS

8.2.1 The Contractor shall use containers utilized by DND to return articles to be repaired and/or overhauled to the Contractor's plant, if considered adequate to protect articles in shipment by the Contractor and the Cognizant Government Inspector, and meet required packaging level.

8.2.2 If required, and with the approval of the Procurement Authority, the contractor shall inspect, repair and/or repaint reusable metal or wooden containers. All odd, non-pertinent markings shall be obliterated by the use of a suitable masking paint; loose or curled labels shall also be removed prior to the application of new labels. Where a requirement to repair, replace or provide a reusable container or other packaging materiel has been identified, it will become a charge against the R&O contract at a negotiated rate shown in the "basis of payment" and on the repair work order.

8.2.3 Surplus reusable containers, identified by NSN, shall be reported to the Procurement Authority.

8.3 LOSS OR DAMAGE OF DND MATERIAL

8.3.1 The Contractor shall report to the Procurement Authority all instances of loss or damage to DND-owned materiel in his custody within two (2) working days of confirmation of its discovery.

8.3.2 The Contractor may be authorized to make repairs to DND-owned equipment on loan. All requests shall be forwarded to the Procurement Authority for approval. If the Contractor is authorized to repair damaged DND materiel, he shall notify the cognizant Government Plant Representative before any repair commences to enable adequate quality assurance of the repair.

8.3.3 The Contractor shall report to the Procurement Authority and info the applicable CFSD/OCRS, by message/fax, all materiel/ shipments loss or damaged in plant and/or in transit from the R&O facility.

8.4 SCRAP - CUSTODY & DISPOSAL

8.4.1 Materiel, which in the opinion of the Contractor, are Beyond Economical Repair (BER), obsolete or surplus shall be declared to the Procurement Authority and await disposal instructions.

8.4.2 The Contractor shall safeguard, control, and dispose of scrap materiel when so directed by the Procurement Authority, in accordance with the FAR Clause 45-606.1 SCRAP.

8.5 STOCKTAKING

8.5.1 The Requisitioning Authority is responsible for initiating and completing a 100% manual stocktaking of both repairables and bonded inventories, as per the A-LM 184,

Part 6. Therefore, the Contractor shall be responsible of providing a 100% manual count of both repairables and bonded inventory, when so directed by the Procurement Authority.

9.0 TRANSPORTATION

9.1 The DND/CF is responsible for all transportation to and from the Contractor's facility. The applicable INCOTERM is (FCA) Free on Carrier at Contractor's facility. The Contractor is responsible to load the materiel on the carrier.

10.0 CUSTOMS & EXCISE

10.1 DND is responsible for clearing Customs of all DND materiel consigned to out of country R&O Contractors. The Contractor is responsible for the completion of all documentation required for the re-export of the materiel. Commercial customs brokers are not to be used unless approved by the Procurement Authority.

11.0 OFFICE SERVICES

11.1 The Contractor shall perform the secretarial and clerical work necessary to carry out the terms of this contract with respect to the preparation, filing and transmission of all forms, reports and correspondence, relating to the movement, accounting, storage, repair, overhaul, quality control and investigation of materiel covered by this contract.

12.0 MEETING MINUTES

12.1 When minutes of meetings are required, the Contractor shall be responsible for taking them and preparing them in a format approved by the Procurement Authority. The Contractor shall submit the minutes to Public Works and Government Services Canada (PWGSC) or the Procurement Authority as directed at the meeting, within ten (10) working days following the meeting.

13.0 PLANT SHUTDOWN/VACATION PERIOD

13.1 During plant shutdown and/or vacation periods, the Contractor shall ensure that Adequate facilities/personnel are available to ensure the satisfaction of Priority Repair Requests (PRRs). If contractor personnel are not on site during shutdown, a phone number and point of contact shall be provided during plant closure to the Procurement Authority. It is the Contractor's responsibility to ensure that personnel are available to satisfy PRR requirements once identified.

14.0 REPORTS

14.1 SPECIAL INVESTIGATIONS AND TECHNICAL STUDIES REPORTS

14.1.1 Special Investigations and Technical Studies may only be authorized, via email, by the Procurement Authority. The Contractor shall complete a Technical Investigation Report, on an as required basis when so directed by the Procurement Authority.

14.2 R&O MONTHLY STATUS REPORT

14.2.1 The Contractor shall be required to submit reports of repairables status to the Procurement Authority and the Technical Authority. Such reports are to identify holdings for every item selected to the Contractor, covered by a specific contract and for which the Contractor has been authorized to effect repair. Any new item selected to the Contractor and added to an existing contract is to be added to the report being produced for that contract. Reports produced by the Contractor shall only be submitted if it has been authorized by the Procurement Authority.

**ANNEX C
PRICE AND DELIVERY**

		Firm Fixed Unit Prices in \$ CAD				
Item No.	Description	Year 1 Contract award to March 31, 2014	Year 2 April 1, 2014 to March 31, 2015	Year 3 April 1, 2015 to March 31, 2016	Option 1 April 1, 2016 to March 31, 2017	Option 2 April 1, 2017 to March 31, 2018
1	R&O of AFESS nitrogen bottle, NSN: 4210-12-340-1045					
2	Disposal of AFESS nitrogen bottle, NSN: 4210-12-340-1045					
3	Progress report as detailed in Annex A	Not separately priced				