

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 REPAIR AND MAINTENANCE	
Solicitation No. - N° de l'invitation W8486-120173/B	Date 2012-03-08
Client Reference No. - N° de référence du client W8486-120173	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-597-59946	
File No. - N° de dossier hs597.W8486-120173	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-02	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bourassa, Chantal	Buyer Id - Id de l'acheteur hs597
Telephone No. - N° de téléphone (819) 956-6763 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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
Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
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

This cancels and supersedes the previous Request for Proposition number W8486-120173/A, dated January 11, 2012 which was due at 02:00 p.m. on February 21, 2012.

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- Annex C Mandatory Technical Evaluation Criteria;
- Annex D Response to Mandatory Technical Evaluation Criteria;
- Annex E Calculation of Total Bid Price; and
- Annex F DND 626, Task Authorization Form

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts (7) plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include Annex A -Statement of Work for Repair and Maintenance for Construction Engineering Equipment, Appendix 1 to Annex A - Body and Paint Application, Annex B -Pricing, Annex C - Mandatory Technical Evaluation Criteria, Annex D - Response to Mandatory Technical Evaluation Criteria, Annex E - Calculation of Total Bid Price and Annex F - DND 626, Task Authorization Form

2. Summary

The Department of National Defence has a requirement for repair and maintenance services and a field service representative and technical support in order to perform inspection, repair and to maintain engineering equipment and equipment components. The equipment to be serviced will include, but is not limited to the militarized fleet of construction engineering equipment owned and operated by DND, in accordance with Annex A - Statement of Work for Repair and Maintenance for construction engineering equipment and Appendix 1 to Annex A - Body and Paint Application.

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The work under this requirement will be carried out for a three (3) years period from the effective date of contract, with an option to extend the contract for two (2) additional periods of one (1) year each.

The work under this requirement will be completed on an “as and when required basis”.

The procurement is subject to the Controlled Goods Program.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Columbia Free Trade Agreement, the Canada-Peru Free Trade Agreement and the Agreement on Internal Trade (AIT).

3. Debriefings

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

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (16/05/11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

Subsection 12 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 1. (a) and (b)

Insert: 1. Canada may reject a bid where any of the following circumstances is present:

- (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

2. Submission of Bids

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

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

3. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **ten (10) calendar days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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 Bid (three (3) hard copies)

Section II: Financial Bid (two (2) hard copies)

Section III: Certifications (one (1) hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

A check mark should be added in the appropriate spaces in Annex D - Response to Mandatory Technical Evaluation Criteria. Bidders should provide additional explanation to support their technical compliance.

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

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

The Bidder should include a written narrative for each mandatory criterion described in Annex C - Mandatory Technical Evaluation Criteria. Responses consisting of a simple statement of compliance or lacking narrative, should be avoided.

Section II: Financial Bid

Bidders must submit their prices in accordance with the Basis of Payment specified in Part 7 and at Annex B - Pricing. Prices should appear only in Annex B - Pricing.

The Bidder must submit firm all inclusive hourly labour rates and laid-down cost plus firm markup rates for all items, all years and all options, in Canadian dollars, delivery must be FCA Free Carrier at Contractor's Facility, Incoterms 2000, Custom Duty and Excise Taxes included where applicable, Goods and Services Tax or Harmonized Sales Tax extra.

SACC Manual Clauses

SACC Reference	Title	Date
C3011T	Exchange Rate Fluctuation	11/1/10

Section III: Certifications

Bidders must submit the certifications required under Part 5.

2. Supplier's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General enquiries

Name: _____

Telephone No. : _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No.: _____

Facsimile No. : _____

E-mail address: _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Bids must be completed in full and provide all of the information requested in the bid solicitation and at Annex C - Mandatory Technical Evaluation Criteria to enable a full and complete evaluation.

1.1.2 Mandatory Technical Criteria

In order for a bid to be declared responsive, Bidders must meet the following mandatory criteria by the bid closing date and time:

Bidders must meet all mandatory evaluation criteria detailed in Annex C - Mandatory Technical Evaluation Criteria.

Bidders must submit with their bid the completed Annex D - Response to Mandatory Technical Evaluation Criteria by bid closing date and time. Additional explanation should be provided to support their technical compliance.

1.2 Financial Evaluation

1.2.1 Bids must be completed in full and provide all financial information requested in the bid solicitation and at Annex B - Pricing to enable a full and complete evaluation.

1.2.2 Mandatory Financial Criteria

1.2.2.1 Prices will be evaluated in Canadian dollars, FCA Free Carrier at Contractor's Facility, Incoterms 2000, Custom Duty and Excise Taxes included where applicable, Goods and Services Tax or Harmonized Sales Tax extra.

1.2.3 Aggregate Price Determination

The aggregate price of the bid will be determined in accordance with Annex E - Calculation of Total Bid Price.

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2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract.

PART 5 - 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 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.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and 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.

1.1 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, 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.

1.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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1.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contracts.

PART 6 - SECURITY AND FINANCIAL REQUIREMENTS

1. Security Requirement

There is no security requirement associated with the requirement.

2. Financial Capability

SACC Reference	Title	Date
A9033T	Financial Capability	16/05/11

3. Controlled Goods Requirement

SACC Reference	Title	Date
A9130T	Controlled Goods Program	16/05/11

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

1.1 The Department of National Defence has a requirement for repair and maintenance services and a field service representative and technical support in order to perform inspection, repair and to maintain engineering equipment and equipment components. The equipment to be serviced will include, but is not limited to the militarized fleet of construction engineering equipment owned and operated by DND, in accordance with Annex A - Statement of Work for Repair and Maintenance for construction engineering equipment and Appendix 1 to Annex A - Body and Paint Application.

The work under this requirement will be completed on an "as and when required basis" using DND 626 Task Authorization Form.

1.2 Task Pricing Approach

Pricing for each task must be established as follows:

1.2.1 Firm Price

Where a firm price has been established, the Contractor must be obliged to complete the work for the specified firm price. The firm price represents the total amount payable under the Task Authorization.

1.2.2 Limitation of Expenditure - Total

A limitation of expenditure is normally established when a requirement is not well defined or is of high risk and it is not practical to utilize a firm price or a ceiling price. A limitation of expenditure represents the amount up to which the Contractor will be paid. The Contractor must not perform any work or services which would cause the total liability of Canada to exceed the authorized amount unless an increase is authorized by Canada.

1.2.3 Task Estimates

The Contractor must submit a cost estimate for each task with a cost breakdown of all applicable cost elements, labour hours by category, material, equipment, travel requirements outlining number of trips and duration, personnel and other associated travel costs.

1.2.4 Task Authorization Limitations

All the Work to be performed under the Contract will be on an "as and when requested basis" using a DND626 Task Authorization Forms only. The Work described in the task authorization must be in accordance with the scope of the Contract.

1.2.5 Task Authorization Process

1. The Technical Authority will define each task in writing to enable the Contractor to establish a price as per the Basis of Payment described in the Contract. The Contractor must submit a proposal which should include the price and supporting details to the Technical Authority (TA) and the Procurement Authority (PA). All work must be authorized by a signed DND626 Task Authorization Form by either the PA or the Contracting Authority (CA). **The Contractor must not proceed with any work without prior written authorization by the PA or CA.**

2. The Procurement Authority approve individual Task Authorization estimated at up to a limit of \$100,000.00, (GST/HST incl.) Including any amendments.

3. In the event that the total price of a Task exceeds DND's threshold of \$100,000.00, the PA must forward the DND 626 form to the Contracting Authority (CA) for review, comments and signature.

The CA will approve all Task Authorizations over \$100,000.00 (GST/HST incl), and any amendment to the Task Authorization where the aggregate amount (value of the original Task Authorization plus all amendments) is over \$100,000.00 (GST/HST included).

When the CA is satisfied with the task, he or she signs in the block for PWGSC and returns the form to the PA.

Once approved, the PA will forward the signed DND 626 task authorization form to the contractor to begin work on the task. At the same time, a copy of the signed approved task authorization form must be forwarded to the Contracting Authority.

4. If at any time during the work it becomes evident that the authorized level of expenditure will be exceeded, the Contractor shall immediately cease work and submit a revised funding estimate or a schedule, as applicable, and a clear explanation of the reason why the Contractor's existing forecast is no longer valid to the TA. Under no circumstances is the authorized level of expenditure to be exceeded.

5. Canada will not be liable for any additional work or services performed without prior written authorization by the PA or the CA.

6. Estimated costs referred to above are to include all applicable charges, that is direct labour charges, material, subcontracting, travel, living expenses, applicable profit, Goods and Services Tax and other applicable taxes in accordance with Annex B - Pricing.

**AUTHORITY TO CARRY OUT WORK IS NOT, AND MUST NOT BE
CONSTRUED AS, AUTHORITY TO PROCEED WITH WORK WHICH WILL**

RESULT IN EXCEEDING THE FINANCIAL LIMITATION OR TO BE OUTSIDE THE SCOPE OF THE CONTRACT OF THIS CONTRACT.

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

1.2.6 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10% of the Maximum Contract Value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.3 Travel

Contractor's personnel may be required to travel to National Defence Headquarters (NDHQ), to other Contractors' plants and to Canadian Forces establishments within Canada. Travel may also be required to various locations for meetings as directed in writing by the PA or the CA.

1.4 Urgent Requirement - Priority Repair Request

The Contractor must take immediate action to satisfy urgent requirements of the Department of National Defence, as and when required by the authorized representative of the Procurement Authority. The urgent requirement will be identified in a Priority Repair Request (PRR).

1.5. Environmental Protection

- a. The Contractor is responsible for ensuring that all work carried out on any DND property by staff, or duly appointed subcontractors, under this contract is:
 - i. Completed using personnel qualified and certified in the scope of work that they are undertaking; and
 - ii. In compliance with all applicable municipal, provincial, federal and statutory environmental protection laws and regulations.
- b. Prior to commencement of the work, the Contractor must have in place an Emergency/Spill Response Plan and also processes and procedures for the identification, management, handling and disposal of all substances, pollutants and material covered by the applicable municipal, provincial, federal and statutory environmental protection laws and regulations.
- c. The Contractor must have full responsibility for the disposal of any hazardous waste removed or uncovered in the performance of the work. Title to such waste must pass to the Contractor as soon as the Contractor takes possession of the waste, and the Contractor must dispose of such waste in accordance with the requirements of the Contract, if any, and in accordance with applicable law, whether federal, provincial or municipal.
- d. Copies of all Hazardous Material Disposal Certificates raised whilst completing any work under the scope of the contract are to be provided to the Technical/Inspection Authority. Furthermore, additional evidence of compliance with municipal, provincial, federal and statutory environmental laws and regulations is to be forthwith furnished by the Contractor to the Technical/Inspection Authority
- e. Failure to comply with any of the above will be, of and by itself, grounds for termination of the contract for default.

1.6 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

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

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

Reporting Requirement- Details

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

For each approved task:

- (i) the approved task number or task revision number(s);
- (ii) a title or a brief description of each approved task;
- (iii) the total estimated cost specified in the approved DND626 Task Authorization Form, GST or HST extra;
- (iv) the total amount, GST or HST extra, expended to date against each authorized task;
- (v) the start and completion date for each approved task; and
- (vi) the active status of each approved task, as applicable.

For all approved tasks:

- (i) the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all approved TAs; and
- (ii) the total amount, GST or HST extra, expended to date against all approved Task.

1.7 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by **(to be inserted by PWGSC)**. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions

(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (16/05/11), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Add Section 44 **Warranty**:

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for a period of 90 days from the date of installation of the components provided that the components are installed within twelve (12) months from the date the repair and overhaul work is completed, the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
3. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.
4. The Contractor must remedy all data and reports pertaining to any correction or replacement under this Section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
5. If the Contractor fails to initiate the repair, replacement or making good of the Work within two (2) working days, or fails to fulfill any obligation described in this section within a reasonable time or if the Contractor has no repair facilities within 100 km from the Work's location, then Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense and be reimbursed for labour at the rate of \$103.91 per hour and for the replaced parts at Canada's cost. The full warranty, as set out in Section 21 Warranty must still then apply. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
6. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:

(a) the warranty period remaining, including the extension, or

(b) ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties.

7. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when Canada considers that it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. The Contractor agrees to notify the Technical Authority within 24 hours from receiving a warranty request as to whether:

(i) DND is to remove the defective or non-conforming Work and return it to the Contractor's facilities;

(ii) The Contractor intends to inspect and repair the Work at its current location;

(iii) DND is to perform the repair and the Contractor will reimburse Canada at the rate of \$103.91 per hour for labour and the cost to Canada for replaced parts. The full warranty, as set out in Section 22 Warranty must still then apply.

8. In the event of multiple warranty failures of any type, for the third and any subsequent warranty failure, the Contractor will be held financially responsible for the cost of the labour of removal of defective components from the equipment. The local NDQAR must be informed at least two (2) working days prior to the initial acceptance and testing of the repaired work.

3. Term of Contract

3.1 Period of the Contract

The period of the contract is from the effective date of the contract to **(to be inserted by PWGSC)** inclusive. The contractor must complete the R&O services of any vehicles which was requested before the contract expiry date.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the contract period by two (2) additional periods of one (1) year under the same terms and 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 and at Annex B Pricing.

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.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Chantal Bourassa
 Supply Officer
 Public Works and Government Services Canada
 Acquisitions Branch
 LEFTD - HS Division
 Place du Portage, Phase III, 7B1
 Gatineau, Quebec K1A 0S5
 Telephone: 819-956-6763
 Facsimile: 819-956-5227
 E-mail address: chantal.bourassa@pwgsc-tpsgc.gc.ca

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

4.2 Procurement Authority

The Procurement Authority for the contract is:

To be inserted by PWGSC

DLP _____
 National Defence Headquarters
 Mgen. George R. Pearkes Building
 101 Colonel By Drive
 Ottawa, Ontario K1A 0K2
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

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

Solicitation No. - N° de l'invitation

W8486-120173/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs597

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

W8486-120173

File No. - N° du dossier

hs597W8486-120173

CCC No./N° CCC - FMS No/ N° VME

4.3 Technical Authority

The Technical Authority for the Contract is:

To be inserted by PWGSC

National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Telephone: _____
Facsimile: _____
E-mail address: _____

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

4.4 Contractor's Representative

General enquiries

Name: To be inserted by PWGSC
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery follow-up

Name: To be inserted by PWGSC
Telephone No. _____
Facsimile No. _____
E-mail address: _____

5. Payment

5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm all inclusive hourly labour rates and laid-down cost plus firm markups, for all items, all years and all option years included in the contract, in Canadian dollars, in accordance with Annex B - Pricing, delivered FCA Free Carrier at Contractor's facilities, Incoterms 2000, Customs Duty and Excise Taxes included where applicable and Goods and Services Tax or Harmonized Sales Tax extra.

5.2 Travel and Living Expenses

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>), and with the other provisions of the directive referring to travelers, rather than those referring to employees.

All payments are subject to government audit.

All travel must have prior authorization of the Technical Authority.

5.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$(will be inserted at contract award)** and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

(a) when it is 75 percent committed, or

(b) four (4) months before the contract expiry date, or

(c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.4 Time and Contract Price Verification

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

5.5 SACC Manual Clauses

SACC Reference	Title	Date
A9117C	T1204 - Direct Request by Customer Department	30/11/07
C2000C	Taxes - Foreign-based Contractor	30/11/07
C0307C	Cost Submission	12/05/08
C6000C	Limitation of Price	16/05/11
H1001C	Multiple Payments	12/05/08

6. Invoicing Instructions

6.1 Invoicing Instructions per task

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 task form is completed.

The Contractor must submit invoices on its own form, and must include the following information:

- a. Date;
- b. Name and address of the consignee(s);
- c. Contract number, serial number and DND financial coding;
- d. Task Authorization Number;
- i. Rate of payment applicable to the labour hours;
- e. Engineering or technical support categories;
- f. Labour hours;
- g. Cost of materials related to the task;
- h. Approved travel and living expenses (receipts required);
- i. Copy of the detailed subcontractor invoice.

6.2 Distribution of Invoices

Invoices must be distributed as follows:

- (a) The original to the Procurement Authority:

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

(b) One (1) copy to the Contracting Authority:

Public Works and Government Services Canada
Industrial Vehicles and Machinery Products ("HS") Division
7B1, Place du Portage, Phase III
11 Laurier Street
Hull, Quebec K1A 0S5
Attention: Chantal Bourassa

Note 1: The Contractor must not submit an invoice prior to shipment of the items or prior to completion of the work.

Note 2: Any credit notes (spares, scrap material) with supporting documentation must be shown as a credit on the invoice.

Note 3: The original invoice must be sufficiently detailed in order that easy reference can be made between the amounts claimed and Annex B - Pricing.

Note 4: The Contractor must submit a revised invoice copy when correction(s) or modification(s) have been identified by the Procurement Authority or the Contracting Authority.

7. Certifications

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 term of the Contract. 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.

8. Applicable Laws

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

9. 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) Annex B, Pricing;
- (c) 2035 (16/05/11) General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work for Repair and Maintenance for Construction Engineering Equipment;
- (e) Appendix 1 to Annex A - Body and Paint Application;

- (f) the signed DND626 Task Authorization Form;
- (g) the Contractor's bid dated **(to be inserted by PWGSC)** _____, as amended **(to be inserted by PWGSC)** _____.

10. SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	12/05/08
A9062C	Canadian Forces Site Regulations	11/01/10
A9065C	Identification Badge	16/06/06
A9131C	Controlled Goods	12/12/08
B4060C	Controlled Goods	12/05/08
C2800C	Priority Rating	11/01/10
C2801C	Priority Rating - Canadian Contractors	11/01/10
D3010C	Dangerous Goods/Hazardous Products	30/11/07
D5510C	Quality Assurance Authority - (DND) - Canadian Based Contractor	11/01/10
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	11/01/10
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	11/01/10
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) for spare parts	16/08/10
D5604C	Release Document (DND) - Foreign Based Contractor	12/12/08
D5605C	Release Documents (DND) - United States-based Contractor	11/01/10
D5606C	Release Documents (DND) - Canadian-based Contractor	30/11/07

11. Inspection and Acceptance

The Technical 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.

12. Additional Package Markings

- The Contractor must ensure that in addition to the required interior and exterior package markings, the applicable information will be provided as indicated in the task authorization (DND 626).

-
- (a) specification number;
 - (b) manufacturer's name;
 - (c) drawing number;
 - (d) batch or lot number;
 - (e) qualification number;
 - (f) cure date of rubber components;
 - (g) data required by the contract or by the commodity specification;
 - (h) date of manufacture;
 - (i) date of repair or overhaul;
 - (j) name of repair or overhaul contractor;
 - (k) modification status;
 - (l) serial number; and
 - (m) expiration date of shelf life.

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

13. Shelf Life

The Contractor must ensure that all items will contain 75 percent of the authorized shelf life as listed in CFTO D-05-001/SF-000 at date of delivery to the Department of National Defence.

14. Tools and Loose Equipment

For shipment verification, all items and tools, which are shipped loose with the vehicle/equipment must be listed on the Inspection Certificate (CF 1280) or on an attached packing note.

15. Condition of Material

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

If the material is not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition, provided by an approved contractor with the latest approved modifications incorporated as applicable, and include the release notes.

16 Substitutes and Alternatives

Contractors may propose substitutes and alternatives for the repairs parts:

1. Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority where the Contractor:

- (a) Clearly identifies a substitute and/or an alternative;
- (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
- (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
- (d) Provides complete specifications and brochures, where applicable;
- (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
- (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.

17. 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 facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

when the Contractor is 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

OR

when the Contractor is 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

OR

when the Contractor is located in Quebec:

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

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

18. 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 facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

- (a) when the Contractor is located in the United States (U.S.):

Inbound Logistics Coordination Center (ILCC):

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

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

E-mail: ILHQOttawa@forces.gc.ca

OR

- (b) when the Contractor is located in United Kingdom (UK) and Ireland:

Inbound Logistics United Kingdom (ILUK):

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

Facsimile: 011-44-1895-613047

E-mail: CFSUEDetUKMovements@forces.gc.ca

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

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

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

Inbound Logistics Europe Area (ILEA):

Telephone: +49-(0)-2451-717199 or 717200

Facsimile: +49-(0)-2451-717189

Email: ILEA@forces.gc.ca

OR

(d) Insert the following for U.S. Foreign Military Sales (FMS):

Inbound Logistics Coordination Center (ILCC):

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

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

Email: ILHQOttawa@forces.gc.ca

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

Instruction to contracting officers: Insert the following paragraphs 3 through 7 with all options above, except (d) - U.S. FMS, and delete this instruction.

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 CII, 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 Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address 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.

19. Release Documents - Distribution

The Contractor must prepare the release documents and distribute them as follows:

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
Attention: **to be inserted by PWGSC**

- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;
- (g) Copy 8: all non-Canadian contractors 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.

20. Meeting

20.1 Start-up Meeting

The Contractor must contact the Contracting Authority to schedule the start-up meeting. The start-up meeting will take place within **three (3) weeks** from the effective date of the Contract. The meeting will be convened to review technical, contractual, and procedural requirements. The Contractor must be responsible for the drafting and promulgation of the agenda and minutes for the meeting. The meeting will be held at the Contractor's facilities at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

20.2 Progress Review Meeting

Progress Review Meetings (PRM) will take place as and when required, following the start-up meeting. A minimum of one (1) PRM per year must be scheduled for the duration of the contract and as deemed necessary by either the TA, PA or CA. These meetings will address technical, contractual and procedural issues of the contract. Other meetings may also be scheduled.

The Contractor is responsible for the drafting and promulgation of agendas and minutes for the meeting and submitted to the Technical Authority for approval within fifteen (15) calendar days following the meeting. The meeting will be held at the Contractor's facilities at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

21. Progress Reports

The Contractor must prepare and submit monthly progress reports in two (2) copies, one to the DND Procurement Authority and one copy must also be forwarded to the PWGSC Contracting Officer.

Each progress report must address the following questions:

- (a) Is the delivery on schedule?
- (b) Is the contract free of any areas of concern in which the assistance or guidance of Canada may be required?
- (c) Each negative response must be supported with an explanation.

22. Performance and Reliability

Equipment repaired or overhauled must be in accordance with the terms of this Contract to meet the standards of the applicable DND specifications. When such standards are not described or when the standards described are considered by the Contractor to be inadequate, the Contractor must submit the standards of performance and reliability to which they propose to

repair/overhaul the equipment through the NDQAR who will forward the standards to the Technical Authority for approval.

23. Quality Plan

No later than sixty (60) working days after the contract date, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005 Quality management systems - Guidelines for quality plans. The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

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

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements.

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

24. Foreign Nationals (Foreign Contractor)

The Contractor must 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.

25. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

26. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a) Additional Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.

The interest of Canada as additional insured should read as follows: Canada, represented by the Department of National Defence and/or Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

- (h) **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

27. Bailee's Customer's Goods Insurance

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$1,000,000.00. Government Property must be insured on a Replacement Cost (new) basis.

1. **Administration of Claims:** The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The Bailee's Customer's Goods must include the following:
 - (a) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (b) **Settlement of Claims:** The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
 - (c) **Waiver of Subrogation Rights:** Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

28. Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.

-
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

29. Vehicle Safety

Each vehicle supplied pursuant to the Contract must meet the applicable provisions of the Motor Vehicle Safety Act, S.C. 1993, c. 16, and the applicable regulations that are in force on the date of its manufacture.

30. Close-Out Responsibilities

Components received at the repair facility up to and including the contract expiry date must be repaired by the Contractor within the terms and conditions of the contract. However, when this Contract expires, or is terminated, all catalogue repairable items, spare parts, and any specific Government of Canada owned equipment on loan), must be transferred to the closest Depot. The not-yet inducted work and the not-yet completed work orders (items already been inducted for R&O process within the R&O pipeline) that were open before the end of the expiry date must be reported to the NDQAR and to the Procurement Authority prior to the contract expiration. Specific Contractor Furnished Material (CFM), which the Contractor purchased or committed to be purchased in support of those not-yet completed work orders must also be reported to the NDQAR and to the Procurement Authority.

Solicitation No. - N° de l'invitation

W8486-120173/B

Amd. No. - N° de la modif.

File No. - N° du dossier

hs597W8486-120173

Buyer ID - Id de l'acheteur

hs597

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

W8486-120173

CCC No./N° CCC - FMS No/ N° VME

DND is authorized to purchase at the Contractor's laid-down cost any remaining CFM , which have been purchased in support of R&O activities stipulated in this contract, and which cannot be returned for credit to the Contractor's supplier(s).

PRICING

The period of the contract is for a firm period of three (3) years from the effective date of the contract with the option to extend the contract for a two (2) additional periods of one (1) year each.

Definitions:

- (a) Year 1 means the period from date of contract to *(to be inserted by PWGSC)*;
Year 2 means the period from *(to be inserted by PWGSC)* to *(to be inserted by PWGSC)*;
Year 3 means the period from *(to be inserted by PWGSC)* to *(to be inserted by PWGSC)*;
Option Year 1 means the period from *(to be inserted by PWGSC)* to *(to be inserted by PWGSC)*;
Option Year 2 means the period from *(to be inserted by PWGSC)* to *(to be inserted by PWGSC)*.

- (b) *Hourly Rate* means a firm hourly rate to be charged for each hour worked and prorated for any period less than an hour.

- (c) *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.

- (d) *Mark-up* includes applicable purchasing expense, internal handling and general and administrative expenses plus profit.

The Contractor will be paid the rates at the time the work is authorized regardless of when it is performed as follows:

1. Labour Rates

The Contractor will be paid firm hourly labour rates for the work performed, accordance with Part 7 Basis of Payment, as follows:

Labour Categories	Year 1 From date of contract to <i>(to be inserted by PWGSC)</i>	Year 2 <i>(to be inserted by PWGSC)</i>	Year 3 <i>(to be inserted by PWGSC)</i>	Option Year 1 - <i>(to be inserted by PWGSC)</i>	Option Year 2 <i>(to be inserted by PWGSC)</i>
Shop Rate	\$	\$			\$
Field Service Representative	\$	\$			\$

2. Furnished Material, Spares and Parts

The Contractor must provide material, spares and parts as required. The Contractor will be paid at the Contractor's laid-down cost plus a firm mark-up of _____% in accordance with Part 7 Basis of Payment.

3. Overtime Labour Rates (Priority Repair Requests)

The Contractor may be required to perform work after normal working hours, in excess of the 40 normal working hours per week.

The Contractor will be paid firm hourly labour rates for pre-authorized overtime, in accordance with Part 7 Basis of Payment, as follows:

Labour Categories	Year 1 From date of contract to (to be inserted by PWGSC)	Year 2 (to be inserted by PWGSC)	Year 3 (to be inserted by PWGSC)	Option Year 1 -(to be inserted by PWGSC)	Option Year 2 (to be inserted by PWGSC)
Shop Rate	\$	\$			\$
Field Service Representative	\$	\$			\$

CALCULATION OF TOTAL BID PRICE

The estimated hours reflected herein are estimates only for evaluation purposes.

The aggregate price of the bid will be determined by the sum of all prices based on the estimated hours for the three (3) years period and the two (2) years option period as described below:

1. Firm Hourly Labour Rates

Labour Categories	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Shop - Mechanic 500 hrs - Welder 50 hrs - Body Shop 100 hrs	650 hrs	650 hrs	650 hrs	650 hrs	650 hrs
Field Service Representative	50 hrs	50 hrs	50 hrs	50 hrs	50 hrs

The evaluated prices will be determined based on the above estimated hours multiplied by the firm all inclusive hourly labour rate.

2. Furnished Material and Parts

The evaluated prices will be determined based on the furnished material and parts estimated at \$275,000.00 per year multiplied by the mark-up.

3. Overtime Firm Hourly Labour Rates (Priority Repair Requests)

Labour Categories	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Shop - Mechanic 50 hrs - Welder 25 hrs - Body Shop 25 hrs	100 hrs	100 hrs	100 hrs	100 hrs	100 hrs
Field Service Representative	100 hrs	100 hrs	100 hrs	100 hrs	100 hrs

The evaluated prices will be determined based on the above estimated hours multiplied by the firm all inclusive hourly labour rate.

Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédiez à	<p>_____</p> <p style="text-align: center;">Date</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">for the Department of National Defence pour le ministère de la Défense nationale</p>	
Delivery/Completion date – Date de livraison/d'achèvement		

Contract item no. N° d'article du contrat	Services	Cost Prix
	GST/HST TPS/TVH	
	Total	

APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.

NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est

Amendment no.

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

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

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

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

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

Services

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

Cost

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

GST/HST

The GST/HST cost as appropriate.

Total

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

Applicable only to PWGSC contracts

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

Note:

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

N° de la modification

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

Augmentation/Réduction

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

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédié à

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

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

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

Services

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

Prix

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

TPS/TVH

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

Total

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

Ne s'applique qu'aux contrats de TPSGC

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

Nota :

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

Annex A

Dated: 8 June, 2011

**STATEMENT OF WORK FOR REPAIR AND MAINTENANCE
FOR CONSTRUCTION ENGINEERING EQUIPMENT**

- 1.1 **General** – DND requires Field Service representatives and Technical Support to perform inspection, repair, and to maintain engineering equipment and equipment components.
- 1.1.1 **List of Equipment** – The equipment to be serviced will include, but is not limited to the militarized fleet of construction engineering equipment owned and operated by DND as follow:
- (a) Caterpillar: Qty 18 D6D, Qty 3 D7H;
 - (b) Zettelmeyer: Qty 14, ZL5001F front end loader;
 - (c) Case: Qty 9, MW24 loader, Qty 2, 855D loader , Qty 3, 1085-B excavator, Qty 4, W602B compactor;
 - (d) Champion: Qty 13 720A grader;
 - (e) Daewoo: Qty 10 220LC excavator;
 - (f) JCB: Qty 14, 1110 Skid-Steer;
 - (g) Thomas: Qty 14, T245S Skid-Steer; and
 - (h) ARVA, Qty 30, high speed backhoe.
- 1.2 **Instructions** - The following instructions **shall** be applied to this Statement of Work:
- (a) Mandatory requirements are identified by the word "**shall**". Deviations will not be permitted;
 - (b) In this document "provided" **shall** mean, "provided and installed";
 - (c) Where a standard or specification is specified and the contractor offers an equivalent, that equivalent specification standard **shall** be provided upon request;
 - (d) Where equipment certification to a standard such as Society of Automotive Engineers (SAE or other) is required, the contractor **shall** provide the certification upon request;
 - (e) The contractor **shall** carry out only work as identified in the Task Authorization (DND 626)
 - (f) The militarized portion of the equipment is normally related to the lights, paint and the armoured cab. All armoured glass and militarized light components, if required, will be provided Government Supply Material (GSM) by DND. Paint and coating details are provided in Appendix 1.

Annex A

Dated: 8 June, 2011

- (g) All repair parts used for the repairs under that contract *shall* be the same form, fit, function and quality as the original parts. If the material and or repair parts are not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition. For items containing elastomeric material, e.g., hoses, rubber, adhesive compounds, etc., the shelf life remaining cannot be less than 75 percent from the date of manufacture to the procurement date.

1.3 **Definitions** - The following definitions *shall* be applied to the interpretation of this Statement of Work:

- (a) "Quality Assurance Representative" (QAR) is the government official responsible for ensuring that material and services supplied by the contractor conform to the specified requirements;
- (b) "Technical Authority" (TA) is the government official responsible for technical management of this requirement; and

1.4 **Scope of Work** - The scope of work *shall* include the:

- (a) **Provision of Services** - The contractor *shall* provide:
 - i. Workshop capabilities to inspect, repair and maintain equipment and equipment components;
 - ii. Field Service Representative(FSR) within five(5) working days in Canada; and
 - iii. Workshop capabilities for body repairs and paint application as per Appendix 1.

1.5 **Service location** – The bidder *shall* be capable to provide workshop capabilities to inspect repair and maintain equipment in the eastern, central and western part of Canada.

MANDATORY TECHNICAL EVALUATION CRITERIA

1.0 **Instructions** - The following instructions *shall* be used in the interpretation of this part of the evaluation:

- (a) Bidders *shall* address, in written narrative, all subjects covered under the Mandatory Technical Evaluation Criteria detailed below. Responses consisting of a simple statement of compliance or lacking narrative should be avoided;
- (b) Bidders *shall* complete the “Response to Mandatory Technical Evaluation Criteria” form, by checking the compliance block against each requirement; and
- (c) Bidders may refer to another portion of their bid if it is already referenced in the bid.

2.0 **Company Profile**

(a) **Work experience:** The bidder *shall* provide details of contracts related to inspection, repairs and maintenance on similar equipment and components listed in Annex A paragraph 1.1.1. These contracts must have been completed within the last (8) eight years. The bidders *shall* provide the following information:

- i. Client name; and
- ii. Either copy of invoice, contract, and order.

(b) **Technical support:** The bidder *shall* demonstrate they have access to all technical specification, information, drawings and special tools required to perform the work for the duration of the contract by listing their sources of supply. The bidder *shall* provide the following:

- i. Information regarding availability; and
- ii. Supplier’s name.

Annex C

Dated: 11 July 2011

- 3.0 **Facility** – The Bidder *shall* demonstrate that they have the ability (facility and staff) to work on (2) two or more pieces of equipment at a time and adequate and secure storage space for equipment awaiting repair or waiting return arrangements following completion of repairs. The bidder *shall* be able to house in a secure storage, (3) three or more pieces of equipment at a time. The Bidder *shall* provide the following:
- (a) Description of work areas and of the storage facilities that will be used in the performance of the work; and
 - (b) Layout of work areas and of the storage facilities that will be used in the performance of the work.
- 4.0 **Personnel** - The bidder *shall* provide the specific qualifications of personnel expected to perform work under the contract, including relevant details of training and experience in the area of technical expertise required. The response *shall* include qualified Technologist, Mechanics, Welders and other qualified personnel. All applicable required provincial certifications *shall* be demonstrated. The Bidder *shall* provide:
- (a) A resume of the education and work history of the lead mechanic involved in the specified work (certificates, license photocopy and license number *shall* accompany bid). The Lead Mechanic *shall* have a valid provincial or territorial mechanic's licence to work on the equipment listed in the Province or territory of the facility with a minimum of five (5) years of technical experience working on equipment type reference herein, including at least two (2) year of supervisory experience; and
 - (b) A resume of the education and work history of certified welder(s) in the Province of the facility who *shall* perform all welding related to this contract (certificates, photocopy of license must accompany bid). The company and the welder(s) *shall* be certified to CSA standards by the Canadian Welding Bureau (CWB) and the bidder *shall* provide a copy of current CWB letter of validation.
- 5.0 **Sub-Contracting** - If applicable, the bidder *shall* provide details for the sub-contracting plan, including details of the work to be sub-contracted and monitoring procedures for quality and delivery. The Bidder *shall* be responsible to ensure that subcontractor' meet specified requirements of this contract.

RESPONSE TO MANDATORY TECHNICAL EVALUATION CRITERIA

The bidder *shall* complete the following questionnaire and return it with the bid:

Note: Each of the following points relate to the paragraphs in Annex C

		Provided	Reference Proposal page
2.0	<u>Company Profile</u>		
	(a) Previous contract information;	No __ Yes __	_____
	(b) Technical support.	No __ Yes __	_____
3.0	<u>Facility</u>	No __ Yes __	_____
	(a) Description of work areas and of the storage facilities	No __ Yes __	_____
	(b) Layout of work areas and of the storage	No __ Yes __	_____
4.0	<u>Personnel</u>		
	4.0 Specific qualifications of personnel	No __ Yes __	_____
	(a) Resume and work history of lead mechanic	No __ Yes __	_____
	(b) Resume and work history of certified welder(s)	No __ Yes __	_____
	(b) Copy of current CWB letter of validation	No __ Yes __	_____
5.0	<u>Sub-Contracting</u>		
	5.0 Sub-contracting plan. (If applicable, specify)	No __ Yes __	_____

BODY AND PAINT APPLICATION

1.0 **General** - The Contractor *shall*;

- (a) Clean all equipment assemblies so that parts are thoroughly free of oil, grease, wax, dirt, salt, scale, rust and other foreign matter. The cleaning agent or process *shall* not etch or degrade the base material;
- (b) All marking and instructions shall be in English and French or International symbols as defined by SAE J1362;
- (c) Replace all decals, warning signs and non-skid surfaces;
- (d) Ensure that all lap joints and crevices are caulked;
- (e) Unless otherwise specified, all vehicle and/or components *shall* be painted using paint as described in paragraph 3.0(c) or 4.0(d) depending on the original coating or unless otherwise requested. Tests *shall* be performed to ensure compatibility between the old and new paint prior of applying the new paint; and
- (f) Vehicle and/or components *shall* be completely stripped from its old paint if incompatibility is found between coatings before applying the new paint.

2.0 **Body Repair** - The contractor *shall*;

- (a) Remove all paint, decals, corrosion, and non-skid surfaces from the parts/equipment;
- (b) Strip and sand blast all areas and return them to the bare surface; and
- (c) Inspect for distortion, welds, cracks, other damage and repair to a warrantable condition using metal. Plastic filler systems *shall* not be used.

3.0 **Commercial Painting** - The application *shall* comply with the following:

- (a) Prepare the parts/equipment for painting. All metal surfaces *shall* be clean, free of impurities, corrosion and foreign matter, that might interfere with the application of any other process;
- (b) Ensure the parts/equipment is painted in accordance with the standard Industrial practice for good quality and workmanship, rendering a smooth appearance free of runs and sags, and surface roughness/dry spray;
- (c) Ensure the painting consists of as a minimum, a metal conditioner, an epoxy primer and at least two finished topcoats. Metal conditioner, primer and topcoats are all to be compatible and to be applied in accordance with the product manufacturers instructions;
- (d) Paint equipment/ vehicle using OEM Standard colour for commercial equipment or Technical Authority approved equivalent, for external and internal surface;
- (e) Protect all rubber, plastic components, hoses, electrical harnesses and connectors from over-spray;

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- (f) Ensure that surfaces whose intended function would be impaired by painting *shall* not be painted;
- (g) Ensure that components, which are bolted together or are to be bolted to major assemblies *shall* be undercoated and top-coated before assembly;
- (h) Ensure that chromed, polished and mill finished surfaces are not utilized in order to render the same color finish; and
- (i) Ensure that all exterior markings are applied using Dupont Black Flat Imron 5000 or a Technical Authority approved equivalent.

4.0 Military Green Coating System - Military Green Coating System *shall* be provided. The primer, topcoat, preparations and application *shall* comply with the following:

- (a) **Coating Application Plan** - Prior to commencement of Military Green Coating System application, the equipment manufacturer and the coating applicator (if applicable) *shall* meet with the coating manufacturer to determine the methods and materials to be used. The contractor *shall* produce a Coating Application Plan including the following information:
 - i Materials/suppliers to be used;
 - ii Sequence and timing (where relevant) of primer and coating applications;
 - iii Suitability assessment of contractor coating equipment;
 - iv Surface preparation, primer and topcoat application techniques, thickness and timing;
 - v Anti-corrosion preparations and coatings, including compatibility (if applicable);
 - vi CARC coating system compatibility with:
 - 1. Non-skid surface products;
 - 2. Rock guard/surface protection coatings (if utilized);
 - 3. Corrosion prevention coatings (if utilized); and
 - 4. Sealant compounds (if utilized).
 - vii Test sample (for every batch);
 - viii Quality assurance plan; and
 - ix Criteria for rejection.

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- (b) **Approval** - The contractor *shall* submit the Coating Application Plan to the Technical Authority for approval within 30 days after contract award.
- (c) **Preparation and Primer Application** - The surface preparation and primer *shall* be recommended by the selected topcoat manufacturer. The prime coat *shall* be epoxy type for steel protection and compatible with the coating system. All visible exterior metal surfaces of the equipment *shall* have one prime coat and two topcoats applied, in accordance with coating manufacturer's recommendation, leaving no metal surfaces unprotected. No surface visible from outside of the vehicle *shall* expose a coating other than the military green coating. Machined and mating surfaces will be exempted where coating would interfere with vehicle operation;
- (d) **Topcoat** - The topcoats of the coating system *shall* be a Water Dispersible Polyurethane Military flat green coating, which is a Chemical Agent Resistant Coating (CARC). The topcoat colour *shall* be Green 383, 34094. Two topcoats *shall* be applied following the recommendation of the Coating manufacturer. Topcoats for the coating system *shall* be obtained from one of the following manufacturers:

- i The Sherwin Williams Company
- ii Hentzen Coatings, Inc;
- iii Spectrum Coatings, Inc;
- iv NCP Coatings, Inc;
- v MILSPRAY;
- vi Randolph Products Company; or
- vii Any other manufacturer given on the site:

<http://assist.daps.dla.mil/quicksearch/>

Typing "64159" in "[Document Number](#)" to find the document.

- (e) **Sealing** – Crevices and gaps between non-welded and stagger welded components that could hasten corrosion should be sealed using a silicone sealant compatible with the topcoat selected. This should be applied after assembly, and *shall* be painted;
- (f) **Lettering and Symbols** - Lettering and symbols on the outside of the vehicle *shall* be flat black using paint or coating compatible with the topcoat selected. The colour *shall*^(E) be flat black 37030 in accordance with FED STD 595;
- (g) **Workmanship** - When visually inspected, the coating *shall* be a smooth, continuous, adherent film, which is free of such surface imperfections as runs, sags, blisters, orange peel, blushing, streaks, craters, blotches, brush marks, fish eyes, seediness or pinholes;

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- (i) **CARC Records** - The Technical Authority is required to maintain records of CARC used on vehicles. To facilitate this, the Contractor *shall* provide the Technical Authority with form(s) describing the processes used for surface preparation, the priming coat(s) applied and the topcoat(s) applied. The form(s) *shall* include manufacturer, product code(s) and batch number of products used, and also vehicle VIN numbers with dates of application. The form to provide this information will be supplied with the bid or will be available from the Technical Authority.

Note: Chemical Agent Resistant Coating is a controlled good until applied and cured or pot life expired. Access to controlled goods is subject to the Defence Production Act.