

**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**

<b>Title - Sujet</b> Firefighting and Safety Equipment	
<b>Solicitation No. - N° de l'invitation</b> W8486-135870/A	<b>Date</b> 2013-11-07
<b>Client Reference No. - N° de référence du client</b> W8486-135870	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-623-63842	
<b>File No. - N° de dossier</b> hs623.W8486-135870	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-12-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Allard, Denis	<b>Buyer Id - Id de l'acheteur</b> hs623
<b>Telephone No. - N° de téléphone</b> (819) 956-4003 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> <div>Specified Herein Précisé dans les présentes</div>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

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

**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

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Annex "A"	Statement of Work for Repair and Overhaul (R&O), Calibration, Inspection and Recharge of Firefighting and Safety Equipment;
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Annex "C"	Pricing for Hourly Rates and Markup;
Annex "D"	Affirmation of Work Completion;
Annex "E"	Bid Evaluation Plan for Repair and Overhaul of Firefighting and safety Equipment;
Appendix 1 to Annexe E	Example of Evaluation Grid;
Annex "F"	Task Authorization Form
Annex G	Federal Contractors Program for Employment Equity - Certification
Annex H	The Consumer Price Index for Canada All Items CPI, Not Seasonally Adjusted, Historical Data

## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation and resulting contract document is divided into seven (7) parts plus 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work for Repair and Overhaul (R&O), Calibration, Inspection and Recharge of Firefighting and Safety Equipment, Logistics Statement of Work for Firefighting and Safety Free Flow Repair and Overhaul, Pricing for Hourly Rates and Markup, Affirmation of Work Completion, Bid Evaluation Plan for Repair and Overhaul of Firefighting and Safety Equipment, Appendix 1 and Example of Evaluation Grid, Task Authorization Form, Federal Contractors Program for Employment Equity - Certification and The Consumer Price Index for Canada All Items CPI, Not Seasonally Adjusted, Historical Data.

### 2. Summary

The Department of National Defence (DND) has a requirement for Repair and Overhaul (R&O) services to be performed on Firefighting and Safety Equipment in accordance with Annex A - Statement of Work for Repair and Overhaul (R&O), Calibration, Inspection and Recharge of Firefighting and Safety Equipment, Annex B - Logistics Statement of Work for Firefighting and Safety Free Flow Repair and Overhaul and the Design Data List, Annex C - Pricing for Hourly Rates and Markup, Annex D - Affirmation of Work Completion, Annex E - Bid Evaluation Plan for Repair and Overhaul of Firefighting and Safety Equipment, Appendix 1 to Annex E - Example of Evaluation Grid, Annex F - Task Authorization Form, Annex G - Federal Contractors Program for Employment Equity - Certification and Annex H - The Consumer Price Index for Canada All Items CPI, Not Seasonally Adjusted, Historical Data.

The Firefighting and Safety Equipment are positioned throughout Canada and at operational sites. Work shall be conducted and completed either at Contractor's plant, in Canada or at Canadian Armed Forces (CAF) locations. The R&O functions include, but not limited to, handling, repairing, overhauling, modifications, calibration, inspection, recharge, equipment configuration management, technical data management, integrated logistics and maintenance support.

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

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the North American Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Agreement on Internal Trade.

### **3. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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 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 (2013/06/01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 05.4 of 2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** sixty (60) days

**Insert:** ninety (90) days

### 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.

### 3. Former Public Servant

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

#### Definitions

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

a. an individual;

b. an individual who has incorporated;

c. a partnership made of former public servants; or

d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

a.name of former public servant;

b.date of termination of employment or retirement from the Public Service.

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

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes ( ) No ( )

If so, the Bidder must provide the following information:

a.name of former public servant;

b.conditions of the lump sum payment incentive;

c.date of termination of employment;

d.amount of lump sum payment;

e.rate of pay on which lump sum payment is based;

f.period of lump sum payment including start date, end date and number of weeks;

g.number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **4. Enquiries - Bid Solicitation**

All enquiries must be submitted 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.

## **5. Design Data List (DDL) Request**

To order a copy of the DDL, drawings, and specifications, bidders must contact the Contracting Authority by email and provide their full mailing address. If bidders have not received the documents at least ten (10) calendar days prior to bid closing date, bidders should communicate with the Contracting Authority.

## **6. 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.

## **7. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications, Statement of Work or Purchase Description 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 seven (7) calendar.

## **8. Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).



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Product components used in performing the services should be recyclable and/or reusable, whenever possible

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed hard copy)

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy).

Section IV: Additional Information (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

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.

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## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 7 and Annex C - Pricing for Hourly Rates and Markup. The total amount of Applicable Taxes must be shown separately.

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **Section IV: Additional Information**

### **Supplier Contact**

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

#### **Project Manager**

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

Bids must be completed in full and provide all technical information requested in the bid solicitation to enable a full and complete evaluation.

##### 1.1.1 Mandatory Technical Evaluation Criteria

Bids must meet the Mandatory Technical Evaluation Criteria as detailed in Annex E - Bid Evaluation Plan for Repair and Overhaul of Firefighting and Safety Equipment.

#### 1.2 Financial Evaluation

##### 1.2.1 Mandatory Financial Evaluation Criteria

Bidders must complete and provide all financial information required in all categories detailed in Annex C - Pricing for Hourly Rates and Markup, including all firm all inclusive hourly rates and firm markup for all items.

Rates must be in Canadian dollars, FCA Free Carrier, at Contractor's Facility, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Applicable Taxes extra.

### 2. Basis of Selection

1. To be declared responsive, a bid must:
  - (a) meet all the requirements of the bid solicitation; and
  - (b) meet all mandatory technical evaluation criteria; and
  - (c) meet all mandatory financial evaluation criteria; and
  - (d) obtain for the point rated technical evaluation criteria a minimum overall pass mark of **50 points** on a maximum of **85 points**.
2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract

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## PART 5 - CERTIFICATIONS

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

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

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

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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

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

### 2. Additional 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.

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## PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

### 1. Financial Capability

SACC Manual clause A9033T (2011-05-16) Financial Capability

### 2. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified herein.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### 3. Controlled Goods Requirement

**SACC Reference**  
A9130T

**Title**  
Controlled Goods Program

**Date**  
2011-05-16

## PART 7 - RESULTING CONTRACT CLAUSES

### 1. Statement of Work

The Contractor must perform the Work in accordance with Annex "A" - Statement of Work for Repair and Overhaul (R&O), Calibration, Inspection and Recharge of Firefighting and Safety Equipment, Annex "B" Logistics Statement of Work for Firefighting and Safety Free Flow Repair and Overhaul and the Design Data List (DDL-8486-135870 dated 2013-07-15).

### 2.1 Work Categories

The Work is summarized into two (2) main categories as follows:

**2.1.1 Category 1** consists of free flow components for R&O, on an "as and when required basis". It includes certain modifications to the equipment or system as requested, which may include a new substitute part due to obsolescence, or updating an early configuration to the Original Equipment Manufacturers (OEM) current baseline standard.

**2.1.2 Category 2** consists of all other tasks, on an "as and when required" basis, including Technical Investigations and Engineering Support (TIES), Field Service Representative (FSR), Mobile Repair Party (MRP), Special Investigation and Technical Studies (SITS) and upgrades.

The Contractor must provide Technical Investigations and Engineering Support (TIES), Field Service Representative (FSR), Mobile Repair Party (MRP), Special Investigation and Technical Studies (SITS) and other services such as referred herein as "Category 2" in accordance with Annex "A" - Statement of Work for Repair and Overhaul (R&O), Calibration, Inspection and Recharge of Firefighting and Safety Equipment and its appendices, and Annex "B" Logistics Statement of Work for Firefighting and Safety Free Flow Repair and Overhaul.

### 2.2 Work Authorization

#### 2.2.1 Category 1 (Firefighting and Safety Free Flow)

Authorization for Work described as Repair and Overhaul must be in accordance with Annex "A" - Statement of Work for Repair and Overhaul (R&O), Calibration, Inspection and Recharge of Firefighting and Safety Equipment and Annex "B" Logistics Statement of Work for Firefighting and Safety Free Flow Repair and Overhaul.

#### 2.2.2 Category 2 - Task Authorization

**2.2.2.1** Category 2 Work will be performed under the Contract on an "as and when requested basis".

**2.2.2.2** With respect to the Work mentioned under paragraph 2.2.2.1 of this clause,

**2.2.2.2a)** an obligation will come into force only when the Contractor receives a Task Authorization, inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized;

**2.2.2.2b)** the Task Authorization Authority and limit will be determined in accordance with paragraph 2.2.2.3 of this clause;

**2.2.2.2c)** the Contractor must not commence work until a Task Authorization, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a Task Authorization, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;

**2.2.2.2d)** the task description, inclusive of any revisions, included in an authorized Task Authorization must fall within the scope of the Statement of Work, in Annex A and Annex B; and

**2.2.2.2e)** the Task Authorization, inclusive of any revisions, will be authorized under the Contract through the use of DND 626, Task Authorization Form. An authorized Task Authorization is Annex F completed and signed by the Task Authorization Authority.

### **2.2.2.3 Task Authorization Authority and Limit**

**2.2.2.3.1** The Procurement Authority and Technical Authority may authorize individual Task Authorizations inclusive of any revisions up to a limit of \$25,000.00, Applicable Taxes included. Any Task Authorization where the total value of which would exceed that limit or any revision to a previously authorized Task Authorization that would increase the Task Authorization total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

### **2.2.2.4 Administration of the Task Authorization Process - Department of National Defence**

The administration of the Task Authorization process will be carried out by DLP 3-4 or it's delegated Authorized Representative. This process includes: monitoring, controlling and reporting on expenditures of the Contract to the Contracting Authority.

### **2.2.2.5 Task Authorization Process**

**2.2.2.5.1** For each task or revision of a previously authorized task, the Technical Authority will provide the Contractor with a request to perform a task prepared using a DND 626, Task Authorization Form, containing as a minimum:

1. the task or revised task description of the Work required, including:
  - i. the details of the activities or revised activities to be performed;
  - ii. a description of the deliverables or revised deliverables to be submitted; and
  - iii. a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
2. the Contract security requirements applicable to the task or revised task;
3. the Contract basis (bases) of payment applicable to the task or revised task; and

**2.2.2.5.2** Within ten (10) calendar days of its receipt of the request, the Contractor must provide the Technical Authority with a signed and dated response prepared and submitted using the Task Authorization form received from the Technical Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex C.

### **2.2.2.6 Task Authorization**

#### **2.2.2.6.1 The Task Authorization Authority will authorize the Task Authorization based on:**



1. the request submitted to the Contractor pursuant to paragraph 2.2.2.5.1 above;
2. the Contractor's response received, submitted pursuant to paragraph 2.2.2.5.2 above; and
3. the agreed total estimated cost for performing the task or, as applicable, revised task.

**2.2.2.6.2** The authorized Task Authorization will be issued to the Contractor by email (as an email attachment in PDF format).

### **2.2.2.7 Task Pricing**

Pricing for each task must be established as follows:

#### **2.2.2.7.1 Firm Price**

Where a firm price has been established, the Contractor must complete the work in accordance with the specified firm price. The firm price represents the total amount payable under the Task Authorization.

#### **2.2.2.7.2 Not to Exceed**

A not to exceed 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.

#### **2.2.2.7.3 Ceiling Price**

Where a ceiling price has been established, the Contractor must complete the work and the ceiling price represents the maximum amount payable under the Task Authorization. The ceiling price is subject to downward adjustment based on the actual cost reasonably incurred in the performance of the work.

### **2.2.2.8 Periodic Usage Reports**

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.

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 authorized task:

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

### For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized Task Authorizations; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized Task Authorizations.

## 2.2.3 Minimum Work Guarantee

**2.2.3.1** "Maximum Contract Value" means the sum specified in Contract clause 7.2 Limitation of Expenditure and "Minimum Contract Value" means 60,000.00\$.

**2.2.3.2** 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 2.3.3.3 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.

**2.2.3.3** 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.

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

## 2.3 Supply Accounting

The Contractor must repair and/or overhaul only those items for which authorization has been received in accordance with the relevant section of A-LM-184-001/JS-001. The Contractor must also conform to the direction contained in A-LM-184-001/JS-001 as applicable and such other Supply procedures as may be advised from time to time in the demanding, handling, packaging, storing, shipping and recording etc. of the DND equipment and stores in their possession. Repair/overhaul priorities will be maintained as per information provided in the Selection Notice and Priority Summary (SNAPS).

## 2.4 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).

## 2.5 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 National Defence Quality Assurance Representative (NDQAR) who will forward the standards to the Procurement Authority for approval.

## 2.6 Environmental Protection

- a. The Contractor is responsible for ensuring that all work carried out on any DND property or any other locations 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, 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.

## 2.7 Unsatisfactory Condition Reports

Upon mutual agreement, the Contractor will be required to investigate and make recommendations on Unsatisfactory Condition Reports (UCRs) submitted by the Technical Authority. The Contractor may be required to originate UCRs in accordance with CFTO C-01-015-001/AG-000.

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## 2.8 Waste and Hazardous Waste Disposal

The Contractor must handle, transport and dispose of any waste and any hazardous waste removed or uncovered in the performance of the Work in accordance with any applicable law.

## 2.9 Responsible to Unload Goods Received from Carrier

The Contractor is responsible to unload goods received from the carrier from the Department of National Defence(DND).

## 3. Standard Clauses and Conditions

All instructions, clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada.

### 3.1 General Conditions

2010C (2013-06-27) General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

#### Add Section 31 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 twelve (12) months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. 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. Despite paragraph 1 and 2, if recurring or similar defects or failure occur, at Canada's option the Contractor must replace, repair or otherwise make good, at its own expense any work that is defective or fails to conform to the requirement of the Contract, where applicable.
4. The Contractor must pay the transportation cost associated returning the Work or any part of the Work found to be defective or non-conforming to the Contractor's plant for the replacement, repair or making good. The Contractor must also pay the transport cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the point of delivery specified in the Contract or to another location as directed by Canada. However, when in the opinion of Canada 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. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in doing so, Canada will not reimburse these Costs.
5. 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 warranty period, 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.

6. All warranty repairs, replacement or making good must be completed and delivered to Canada within 90 days of the receipt of the Work.

#### **4. Term of Contract**

##### **4.1 Period of Contract**

The period of the Contract is from date of Contract to **to be inserted by PWGSC** inclusive.

##### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the contract period by up to three (3) 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. 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.

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Denis Allard  
Supply Specialist  
Public Works and Government Services Canada  
Logistics, Electrical, Fuel and Transportation Directorate  
"HS" Division  
7B1 Place du Portage, Phase III  
11 Laurier Street  
Gatineau, Québec, K1A 0S5  
Telephone: 819-956-4003  
Facsimile: 819-956-5227  
E-mail: denis.allard@pwgsc.gc.ca

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

##### **5.2. Procurement Authority**

The Procurement Authority for this contract is:

**To be completed by PWGSC**

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.

### 5.3 Technical Authority

The Technical Authority for the Contract is:

**To be completed by PWGSC**  
 National Defence Headquarters  
 MGen. George R. Pearkes Building  
 101 Colonel By Drive  
 Ottawa, ON 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 matter 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.

### 5.4 Quality Assurance Authority

National Defence Quality Assurance Representative (NDQAR):

**To be completed by PWGSC**  
 Department Of National Defence  
 Director General, Quality Assurance  
 National Defence Headquarters  
 MGen George R. Pearkes Building  
 101 Colonel By Dr.  
 Ottawa On. K1A 0K2  
 Tel: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

The NDQAR is the Quality Assurance Authority for all work to be provided under the terms of this contract. The above Authority may delegate their authority and may act through their duly appointed representatives. The NDQAR/Inspection Authority is the representative of the department or agency for whom the Work is being performed under the Contract and is responsible for inspection of the Work and

acceptance of the finished work. The NDQAR/Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada inspector who may time to time be assigned in support of the designated Inspector

## 5.5 Contractor's Representative

The Project Manager for the Contract is:

### **To be completed by PWGSC**

Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7. Payment

### 7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract (or task authorization), the Contractor will be paid in Canadian dollars, in accordance with Annex C – Pricing for Hourly Rates and Markup, FCA Free Carrier at Contractor's facilities, Incoterms 2000, Customs Duty and Excise Taxes included where applicable, and Applicable Taxes extra.

#### 7.1.1 Basis of Payment for close out responsibilities

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid at the actual laid down cost, without any allowance for profit and/or administrative overhead, in Canadian dollars, FCA Free Carrier at Contractor's facilities, Incoterms 2000, Customs Duty and Excise Taxes included where applicable, and Applicable Taxes extra.

#### 7.1.2 Contractor's Laid Down Cost

The Contractor's laid-down cost is defined as the cost incurred by the Contractor's 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 Goods and Services Tax and the Harmonized Sales Tax and any General and Administrative, handling and profit.

Mark-up includes applicable purchasing expense, internal handling and G & A expenses plus profit but excludes the Goods and Services Tax and the Harmonized Sales Tax.

#### 7.1.3 Overtime Work Authorization

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Procurement Authority. Any request for payment must be accompanied by a copy of the

overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization.

Emergency repairs/work which is specifically requested to be performed at other than normal working hours shall be charged at the rate of 1.5 times normal time for overtime on normal days and weekends. Emergency repairs required on statutory holidays shall be charged at two times the normal rate. No premium overtime shall be charged unless authorized in advance and in writing by the Procurement Authority.

#### 7.1.4 Travel and Living Expenses

The Contractor's personnel may be required to travel to National Defence Headquarters (NDHQ) and to other Contractors' plants and to Canadian Forces establishments within Canada. Travel may also be required to various locations for meetings as authorized by a signed Task Authorization (DND 626) by the PA.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?sid=90&hl=1&lang=eng>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All payments are subject to government audit.

All travel must have prior authorization of the TA or the PA.

#### 7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (to be inserted by PWGSC). Customs duties and excise taxes are included, and Applicable Taxes are included, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

- (a) in the current fiscal year cash flow at the time it is 75 percent committed, or
- (b) four (4) months prior to the Contract expiry date, or
- (c) if the Contractor considers that the funds provided are inadequate for the completion of the Work, whichever comes first.



4. If the notification refers to inadequate funds, the Contractor must provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

### 7.3 Multiple Payments

Canada will pay the Contractor upon completion of task authorisation and delivery of units in accordance with the payment provisions of the Contract if:

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

### 7.4 SACC Manual Clauses

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C0307C	Cost Submission	2008-05-12
C0710C	Time and Contract Price Verification	2007-11-30
C2608C	Canadian Customs Documentation - Foreign Base Contractor	2012-07-16
C2610C	Customs Duties - Department of National Defence - Importer - Foreign Base Contractor	2007-11-30

## 8. Invoicing Instructions

### 8.1 Category 1

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

The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.

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. Details of items being repaired, including:
  - NSN
  - Item number, part number reference number and description of the item
  - MRC
  - Labour hours
  - Material costs
  - Subcontractor cost
  - Work order numbers
  - Quantity, device type, manufacturer and serial number

- e. Rate of payment applicable to the labour hours
- f. Labour categories
- g. Supporting documentation such as, but not limited to detailed copies of subcontractor and material/parts invoices, copies of travel, hotel, car rental and airline receipts

## 8.2 Category 2

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

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
- e. Rate of payment applicable to the labour hours
- f. Labour categories
- g. Labour hours
- h. Cost of materials related to the task
- i. Approved travel and living expenses (receipts required)
- j. Cost of subcontractor related to the task
- k. Supporting documentation such as, but not limited to detailed copies of subcontractor and material/parts invoices, copies of travel, hotel, car rental and airline receipts

## 8.3 Distribution of Invoices

Invoices must be distributed as follows:

(a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.

(b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Note 1: Any credit notes (spares, scrap material) must be shown as a credit on the invoice with supporting documentation.

## 9. Certifications

### 9.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

## 10. Applicable Laws

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

## 11. Priority of Documents

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

- a. the Articles of Agreement;
- b. the 2010C (2013-06-27) General Conditions - Services (Medium Complexity);
- c. Annex A - Statement of Work for Repair and Overhaul (R&O), Calibration, Inspection and Recharge of Firefighting and Safety Equipment;
- d. Annex B - Logistics Statement of Work for Firefighting and Safety Free Flow Repair and Overhaul;
- e. Annex C - Pricing for Hourly Rates and Markup;
- f. Annex D - Affirmation of Work Completion;
- g. Annex F - the signed Task Authorization Form;
- h. Annex G - Federal Contractors Program for Employment Equity - Certification;
- i. the Consumer Price Index for Canada All Items CPI, Not Seasonally Adjusted, Historical Data;
- j. the Contractor's bid dated **(To be inserted by PWGSC)**;

## 12. SACC Manual Clauses

SACC Reference	Title	Date
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A9006C	Defence Contract	2012-05-12
A9062C	Canadian Forces Site Regulations	2011-05-16
A1009C	Work Site Access	2008-05-12
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
B8041C	Catalogue of Material on Compact Disc-Read only Memory (CD-ROM)	2008-05-12
C2800C	Priority Ratings	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-05-16
D2025C	Wood Packaging Materials	2013-11-06
D5510C	Quality Assurance Authority - (DND) - Canadian Based Contractor	2012-07-16
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11

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D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5604C	Release Documents (DND) - Foreign-based Contractor	2008-12-12
D5605C	Release Documents (DND) - United States-based Contractor	2010-01-11
D5606C	Release Documents (DND) - Canadian-based Contractor	2012-07-16
L5001C	Surplus Government Property	2008-05-12

### 13. Preparation for Delivery

The Contractor must prepare all items for delivery in accordance with Annex "A" - Statement of Work for Repair and Overhaul (R&O), Calibration, Inspection and Recharge of Firefighting and Safety Equipment. All equipment must be delivered in a fully serviceable condition.

### 14. 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) calendar 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.

### 15. 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 \$2,000,000.00, 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 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.

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- (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.
  - (m) **Non-Owned Automobile Liability - Coverage** for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - (n) **All Risks Tenants Legal Liability -** to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - (o) **Sudden and Accidental Pollution Liability (minimum 120 hours):** to protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

## **16. 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 \$250,000.00. Government Property must be insured on an Actual Cash Value (depreciated cost).

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.

## 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.
  - a. Insert the following for all repair and overhaul contracts where 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
  - b. Insert the following for all repair and overhaul contracts where 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
  - c. Insert the following for all repair and overhaul contracts where 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
  - d. Insert the following for all repair and overhaul contracts where 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:
  - o the Contract number;
  - o consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
  - o description of each item;
  - o the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - o actual weight and dimensions of each piece type, including gross weight;
  - o full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address 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 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.
  - A. Insert the following when the Contractor is located in the United States (U.S.):

Inbound Logistics Coordination Center (ILCC):

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

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

E-mail: ILHQOttawa@forces.gc.ca

OR

B. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:

Inbound Logistics United Kingdom (ILUK):

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

Facsimile: 011-44-1895-613047

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

Inbound Logistics Europe Area (ILEA):

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

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

Email: ILEA@forces.gc.ca

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

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:

- A. the Contract number;
- B. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
- C. description of each item;
- D. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
- E. actual weight and dimensions of each piece type, including gross weight;
- F. copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1 Canada Customs Invoice (PDF 429KB) - (Help on File Formats);



- 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. 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.

## **20. Meeting**

The Contractor must be responsible for the drafting and promulgation of the agenda and minutes for the meeting. Meetings will be convened to review technical, contractual and procedural requirements, and will be held at the Contractor's facilities, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada. All meetings must be at no additional cost to Canada.

### **20.1 Meeting following Contract Award**

The Contractor must contact the Contracting Authority to schedule the meeting within ten (10) calendar days after contract award. The meeting must take place within three (3) weeks after contract award.

### **20.2 Progress Meetings**

Progress Meetings will take place as and when required, at Canada's discretion.

## **21. Reports**

The Contractor must provide all reports when requested as detailed in Annex A - Statement of Work for Repair and Overhaul (R&O), Calibration, Inspection and Recharge of Firefighting and Safety Equipment and Annex B - Logistics Statement of Work for Firefighting and Safety Free Flow Repair and Overhaul.

## **22. Drawings, Reports, Data**

All drawings, reports, data documents or materials produced by the Contractor in providing the specified services must be delivered to the Technical Authority and must not be released to any person or agency without express permission of the Technical Authority.

## **23. Accessibility of the Contractor's Facility**

The Contractor's facility where the Work will be performed must be accessible by commercial/heavy truck.

## **24. Protection of Government Property**

The Contractor must keep all Government Property, while in its possession or subject to its control, in accordance with the following at all time:

-all Government Property that are not inside a reusable wood or steel container must be kept in a secured indoor storage location; and

-all other Government Property must be kept in a secured storage location and must be protected from the elements and related damages.

## **25. Release Documents - Distribution**

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

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

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

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

DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: ContractAdmin.DQA@forces.gc.ca.

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## 26. 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 (CIS, 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 Supplied/Furnished Parts and Material, which the Contractor purchased or committed to be purchased in support of those not-yet completed work orders must also to be reported to the NDQAR and to the Procurement Authority.

DND may purchase at the Contractor's laid-down cost any remaining Contractor Supplied/Furnished Parts and Material, 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).

## 27. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

## 28. United States Military Specifications and Standards

The Contractor is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defence Website, at the following address: <http://dodssp.daps.dla.mil/>.

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## **ANNEX A**

### **STATEMENT OF WORK FOR REPAIR AND OVERHAUL (R&O) CALIBRATION, INSPECTION AND RECHARGE OF FIREFIGHTING AND SAFETY EQUIPMENT**

Annex A is attached as a separate document in Word format.

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## **ANNEX B**

### **LOGISTICS STATEMENT OF WORK FOR FIREFIGHTING AND SAFETY FREE FLOW REPAIR AND OVERHAUL**

Annex B is attached as a separate document in Word format.

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## **ANNEX C**

### **PRICING FOR HOURLY RATES AND MARK-UP**

Annex C is attached as a separate document in Word format.

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## **ANNEX D**

### **AFFIRMATION OF WORK COMPLETION**

Annex D is attached as a separate document in PDF format.

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## **ANNEX E**

### **BID EVALUATION PLAN FOR REPAIR AND OVERHAUL (R&O) OF FIREFIGHTING AND SAFETY EQUIPMENT**

Annex E is attached as a separate document in Word format.



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## **APPENDIX 1 TO ANNEX E**

### **EXAMPLE OF EVALUATION GRID**

Appendix 1 to Annexe E is attached as a separate document in PDF format.

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## **ANNEX F**

### **TASK AUTHORIZATION FORM**

Annex F is attached as a separate document in Word format.

## ANNEX G

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

☐ A1. The Bidder certifies having no work force in Canada.

☐ A2. The Bidder certifies being a public sector employer.

☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.

☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

☐ B1. The Bidder is not a Joint Venture.

OR

☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification.

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(Refer to the Joint Venture section of the Standard Instructions)

**ANNEX H****THE CONSUMER PRICE INDEX FOR CANADA ALL ITEMS CPI,  
NOT SEASONALLY ADJUSTED, HISTORICAL DATA**

For each extension periods, the firm all inclusive hourly rates for each item will be determined by calculating and applying the percentage ratio of the Consumer Price Index for Canada All Items CPI, Not Seasonally Adjusted, Historical Data between the data of the latest twelve (12) months period available sixty (60) calendar days before the expiry date of the contract and the data of the twelve (12) months period available the month of the closing date of the Request for Proposal. The Consumer Price Index can be found in catalogue no. 62-001-X under table 5 the Consumer Price Index for Canada All Items CPI, Not Seasonally Adjusted, Historical Data – Indexes (v41690973), published by Statistics Canada each month of the year.

<http://www5.statcan.gc.ca/bsolc/olc-cel/olc-cel?lang=eng&catno=62-001-XWE>  
<http://www5.statcan.gc.ca/bsolc/olc-cel/olc-cel?catno=62-001-X&chroptg=1&lang=eng>

$$P_{(e)} = P \times (AVE_{(e)} / AVE),$$

where:

$P_{(e)}$  = Firm All Inclusive Hourly Rates for the extension period of twelve months;

$P$  = Firm All Inclusive Hourly Rates for the initial period of the contract;

$AVE_{(e)}$  = Index annual average is calculated with the data of the latest twelve (12) months period available sixty (60) calendar days before expiry date of the contract. The  $AVE_{(e)}$  calculated will not be modified as a result of any revision to the Index.

$AVE$  = Index annual average is calculated with the data of the twelve (12) months period available the month of the closing date of the Request for Proposal.

The adjustment derived from the ratio  $AVE_{(e)} / AVE$  must not be lower than 1. Should it be the case, the firm all inclusive hourly rates for the next 12 months period of the contract will remain the same as the firm all inclusive hourly rates of the initial period.

**Example**

For the purpose of this example, a request for proposal closed on November 25, 2010. The contract was issued on January 25, 2011 for an initial period of one (1) year with an option to extend the contract for two additional periods of one (1) year. The firm all inclusive hourly rate was \$150.00 for the initial period.

**AVE Determination**

In accordance with the definition of AVE above, the twelve (12) months period used for the calculation is from November 2009 to October 2010.

Indexes (v41690973)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2007	109.4	110.2	111.1	111.6	112.1	111.9	112.0	111.7	111.9	111.6	111.9	112.0

2008	111.8	112.2	112.6	113.5	114.6	115.4	115.8	115.6	115.7	114.5	114.1	113.3
2009	113.0	113.8	114.0	113.9	114.7	115.1	114.7	114.7	114.7	114.6	<b>115.2</b>	<b>114.8</b>
2010	<b>115.1</b>	<b>115.6</b>	<b>115.6</b>	<b>116.0</b>	<b>116.3</b>	<b>116.2</b>	<b>116.8</b>	<b>116.7</b>	<b>116.9</b>	<b>117.4</b>		

$$\begin{aligned} \text{AVE} &= 115.2 + 114.8 + 115.1 + 115.6 + 115.6 + 116.0 + 116.3 + 116.2 + 116.8 + 116.7 + 116.9 + 117.4 \\ &= 1392.6 \end{aligned}$$

$$\begin{aligned} \text{AVE} &= 1392.6 / 12 \\ &= 116.05 \end{aligned}$$

116.05 is the annual average for the twelve (12) months period available the month of the closing date of the Request for Proposal.

#### **AVE<sub>(e)</sub> Determination for the first extension period (January 25, 2012 to January 24, 2013)**

In accordance with the definition of AVE<sub>(e)</sub> above, the twelve (12) months period used for the calculation is from November 2010 to October 2011.

#### **Indexes (v41690973)**

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2007	109.4	110.2	111.1	111.6	112.1	111.9	112.0	111.7	111.9	111.6	111.9	112.0
2008	111.8	112.2	112.6	113.5	114.6	115.4	115.8	115.6	115.7	114.5	114.1	113.3
2009	113.0	113.8	114.0	113.9	114.7	115.1	114.7	114.7	114.7	114.6	115.2	114.8
2010	115.1	115.6	115.6	116.0	116.3	116.2	116.8	116.7	116.9	117.4	<b>117.5</b>	<b>117.5</b>
2011	<b>117.8</b>	<b>118.1</b>	<b>119.4</b>	<b>119.8</b>	<b>120.6</b>	<b>119.8</b>	<b>120.0</b>	<b>120.3</b>	<b>120.6</b>	<b>120.8</b>		

$$\begin{aligned} \text{AVE}_{(e)} &= 117.5 + 117.5 + 117.8 + 118.1 + 119.4 + 119.8 + 120.6 + 119.8 + 120.0 + 120.3 + 120.6 + 120.8 \\ &= 1432.2 \end{aligned}$$

$$\text{AVE}_{(e)} = 1432.2 / 12 = 119.35$$

119.35 is the annual average for the 12 months period calculated with the data available sixty (60) calendar days before expiry date of the contract.

#### **Firm all inclusive hourly rate determination for the first extension period (January 25, 2012 to January 24, 2013)**

$$P_{(e)} = P \times (\text{AVE}_{(e)} / \text{AVE})$$

$$P_{(e)} = \$150.00 \times (119.35 / 116.05)$$

$$P_{(e)} = \$150.00 \times 1.028$$

$$P_{(e)} = \$154.20$$

\$154.20 would represent the firm all inclusive hourly rate for the first extension period (January 25, 2012 to January 24, 2013).

**AVE<sub>(e)</sub> Determination for the second extension period (January 25, 2013 to January 24, 2014)**

In accordance with the definition of AVE<sub>(e)</sub> above, the twelve (12) months period used for the calculation is from November 2011 to October 2012.

Indexes (v41690973)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2008	111.8	112.2	112.6	113.5	114.6	115.4	115.8	115.6	115.7	114.5	114.1	113.3
2009	113.0	113.8	114.0	113.9	114.7	115.1	114.7	114.7	114.7	114.6	115.2	114.8
2010	115.1	115.6	115.6	116.0	116.3	116.2	116.8	116.7	116.9	117.4	117.5	117.5
2011	117.8	118.1	119.4	119.8	120.6	119.8	120.0	120.3	120.6	120.8	<b>120.9</b>	<b>120.2</b>
2012	<b>120.7</b>	<b>121.2</b>	<b>121.7</b>	<b>122.2</b>	<b>122.1</b>	<b>121.6</b>	<b>121.5</b>	<b>121.8</b>	<b>122.0</b>	<b>122.2</b>		

$$\text{AVE}_{(e)} = 120.9 + 120.2 + 120.7 + 121.2 + 121.7 + 122.2 + 122.1 + 121.6 + 121.5 + 121.8 + 122.0 + 122.2$$

$$= 1458.1$$

$$\text{AVE}_{(e)} = 1458.1 / 12$$

$$= 121.51$$

121.51 is the annual average for the 12 months period calculated with the data available sixty (60) calendar days before expiry date of the contract.

**Firm all inclusive hourly rate determination for the second extension period (January 25, 2013 to January 24, 2014)**

$$P_{(e)} = P \times (\text{AVE}_{(e)} / \text{AVE})$$

$$P_{(e)} = \$150.00 \times (121.51 / 116.05)$$

$$P_{(e)} = \$150.00 \times 1.047$$

$$P_{(e)} = \$157.05$$

\$157.05 would represent the firm all inclusive hourly rate for the second extension period (January 25, 2013 to January 24, 2014).

**STATEMENT OF WORK (SOW)**  
**FOR**  
**REPAIR AND OVERHAUL (R&O), CALIBRATION,**  
**INSPECTION AND RECHARGE**  
**OF**  
**FIREFIGHTING AND SAFETY EQUIPMENT**



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## 1. SCOPE

### 1.1 Purpose

The Department of National Defence (DND) has a requirement for Repair and Overhaul (R&O) services to be performed on Firefighting and Safety Equipment Life in accordance with Annex A, Annex B, A-LM-184-001/JS-001 and all related applicable documents. The Firefighting and Safety Equipment are positioned throughout Canada and at operational sites. Work shall be conducted and completed either at Contractor's plant, in Canada or at Canadian Armed Forces (CAF) locations. The R&O functions include, but not limited to, handling, repairing, overhauling, modifications, calibration, inspection, recharge, equipment configuration management, technical data management, integrated logistics and maintenance support.

### 1.2 Background

The CF presently has in-service various quantities listed below, all requiring R&O services to maintain their serviceability, reliability, safety and functionality and in certain instances, requiring calibration in order to sustain DND and CAF firefighting operations. Some of these units will be returned for calibration and or repair/overhaul. Current repair/calibration is beyond the capabilities of DND's in-house maintenance facilities.

### 1.3 Work Detail

Work is not solely limited to the equipment detailed in TABLE 1 - Equipment. Quantities flowing through the R&O line may vary depending on the amount of usage.

**Table 1 – Equipment**

NSN	Equipment Description
8120-21-920-9317	CYLINDER,COMPRESSED GAS,AIR,BREATHING
8120-21-920-9316	CYLINDER,COMPRESSED GAS,AIR,BREATHING
4220-21-920-9328	SELF-CONTAINED BREATHING APPARATUS.
4240-01-512-7061	AIR SUPPLY SYSTEM
4240-21-896-5580	RESCUE SET
4310-21-920-9912	COMPRESSOR UNIT,RECIPROCATING
4310-20-004-8311	COMPRESSOR UNIT,RECIPROCATING
4340-01-366-4655	WASHER, RESPIRATOR
6670-21-861-6330	SCALE,WHEEL-LOAD

## 2. APPLICABLE DOCUMENTS

### 2.1 Documents

The following documents form part of this SOW to the extent specified herein.

**Table 2 – Documents**

Document Number	Title	Issue
A-LM-184-001/JS-001	REPAIR AND OVERHAUL CONTRACTORS	Latest Revision
	Air Cart Combi Operating and Maintenance Instruction Manual	Latest Edition
	Bauer Service Manual	Latest Edition
	Luxfer Carbon Composite Cylinders Inspection Manual	2009
	NFPA 1981 Standards for SCBA	2007
	NFPA 1982 Standards for PASS system for SCBA	2007

## 2.2 **Precedence of Documents**

In the event of a conflict between the text of this SOW and the references stated in Table 2 - Documents, the SOW **shall** take precedence.

## 2.3 **Discrepancies**

The Contractor **shall** notify the Technical Authority (TA) of any discrepancies discovered between the referenced documents, this SOW, and the equipment undergoing R&O. If the discrepancies jeopardize the completion of the R&O function, they **shall** be dealt with on a priority basis.

## 2.4 **Applicability**

The documents referenced in Table 2 – Documents may be provided to the Contractor and may be used in their entirety for equipment familiarizations information. Repair part numbers contained in the documents may not be current, and it is the Contractor's responsibility to verify all parts information.

# 3. REQUIREMENTS

## 3.1 **General**

The Contractor **shall** perform R&O on this equipment to equal or better than original performance specifications. The R&O **shall** be performed in accordance with the manufacturer's specification in conjunction with the SOW, all applicable reference documents, ALM-184-001/JS-001, and the Quality Assurance requirements stated herein, such that the CAF will be provided with functional, safe and reliable equipment. All the parts and materials **shall** be as per original equipment manufacturer (OEM) design. Any changes to the parts, equipment configuration, or design **shall** be approved, in writing, by the manufacturer and the TA, and executed in accordance with the SOW.

## 3.2 **Maximum Repair Cost**

The MRC **shall** not be exceeded without authorization from the Procurement Authority. DND Quality Assurance Representative (QAR) **shall** invoke MRC increases in accordance with procedures outlined in MMI 1500. For those MRC increase requests above the QAR authority, standard SNOM (Selection Notice Observation Message) procedures as detailed in ALM-184-001/JS-001 shall apply. The anticipated MRC is as detailed in Table 3 – Maximum Repair Cost (MRC):

**Table 3 – Maximum Repair Cost (MRC)**

Equipment	MRC - \$Cad
8120-21-920-9317	\$370.00
8120-21-920-9316	\$600.00
4220-21-920-9328	\$1,950.00
4240-01-512-7061	\$3,800.00
4240-21-896-5580	\$2,500.00
4310-21-920-9912	\$17,000.00
4310-20-004-8311	\$13,000.00
4340-01-366-4655	\$1,500.00
6670-21-861-6330	\$990.00

### 3.3 **Minimum and Maximum Repair Units**

The minimum number of equipment processed through the R&O facility may be zero; the forecast quantity is dependent upon the quantity in service. The following table defines current forecasts and will be updated annually.

**Table 4 – Repair Quantity Forecast**

Equipment	F/Y 13/14	F/Y 14/15
8120-21-920-9317	75	50
8120-21-920-9316	125	100
4220-21-920-9328	75	75
4240-01-512-7061	3	5
4240-21-896-5580	25	10
4310-21-920-9912	3	3
4310-20-004-8311	3	3
4340-01-366-4655	100	75
6670-21-861-6330	4	3

### 3.4 **Repair / Condemn Decisions**

In the event that equipment cannot be repaired within the MRC stated above, the Contractor ***shall*** refer relevant data to the Technical Authority for decision in accordance with Logistics SOW. The Technical Authority will respond in one of three ways:

1. Proceed with the repairs with authorization to exceed the MRC by a stated amount;
2. Condemn the equipment and return it to the CFSS; or
3. Condemn the equipment with authorization, in writing, to remove and reuse serviceable parts (cannibalize).

### 3.5 **Provision of Material**

#### 3.5.1 **Government Supplied Material**

The Government does not intend to provide spare parts to the Contractor. At the request of the contractor, the Government will, if available, provide the parts and/or assistance in locating parts sources. If the Government provides repair parts to the contractor, the value of the parts shall be deducted from the MRC of the unit for which the parts are intended. The contractor shall provide suitable storage facility and insurance to protect all Government Supplied Materials, included but not limited to equipment, spares, Technical Data Package (TDP), documentation, software and specialty tools, etc.

3.5.2 **Contractor Supplied Material**

The Contractor **shall** be responsible to provide repair parts required, including locating of sources for the required parts. In the event that an original part is no longer available, and the contractor determines that a replacement part will serve with respect to fit, form and function, and reasonable cost, then the use of that part shall be documented as per para 3.9 - Documentation.

3.5.3 **Contractor Furnished Parts**

The Contractor **shall** be responsible to provide parts on an as and when required basis that will be detailed in a DND 626 Task Authorization. The provision of these parts is not intended as a standing offer type arrangement and shall be for operational requirements only.

3.6 **Extent of Repair and Overhaul**

3.6.1 **Mechanical**

All mechanical systems **shall** be inspected and repaired as per manufacturer's specifications. The Contractor shall contact the TA, in writing, should defective components be required to be repaired or replaced.

3.6.2 **Electrical/Electronic/Software**

All electrical/electronic components **shall** be tested and repaired as per manufacturer's specifications. The Contractor shall contact the TA, in writing, should defective components be required to be repaired or replaced.

3.6.3 **Safety**

All systems/components affecting the safety of the user/operator of the equipment **shall** be inspected and tested for correct operation. The Contractor shall contact the TA, in writing, should defective components be required to be repaired or replaced. All warning decals and labels and data plates **shall** be clear and legible.

3.7 **Technical Investigation and Engineering Support (TIES) / Special Investigation and Technical Studies (SITS) / Field Service Representatives (FSRs) and Mobile Repair Parties (MRPs).**

The Contractor **shall** provide TIES/SITS/FSR/MRP services such as investigations, studies, preparation and incorporation of modification requirements, special testing (or work of similar nature) and the use of expert specialized technical assistance (eg, training requirements, integrated logistics support, manual and technical data updates, etc) on an as and when required basis to DND and will be detailed in an approved DND 626 Task Authorization. Requests for TIES work may originate from the Contractor, or communicated, in writing, by DND to the Contractor. Recommendations regarding cost reduction, product improvement, failure investigation **shall** be submitted in writing to DND, and **shall** include cost of the work proposed, justification for the work and the business case to support the work. DND will evaluate the proposals and accept or reject them. If the proposal is accepted by DND the work can only be authorized through the use of a DND 626 Task Authorization. Contractors are cautioned that no work **shall** be performed or **shall** be paid for by the Crown without an approved DND 626 Task Authorization.

3.8 **Communication and Technical Assistance**

The Contractor **shall** provide communication capability that can transmit text and image files concerning repair, overhaul, calibration, reports and other project documentations over the internet among its centres of operation to the TA office and the CAF field units. The Contractor **shall** also provide e-mail and telephone technical assistance services during 0800-1600hr EST, staffed with qualified technical personnel, to provide quick response on technical issues from the TA. All requests for technical information and/or assistance **shall** be directed to the TA, or to his/her delegated Life Cycle Materiel Manager (LCMM) as directed.

3.9 **Documentation**

In the event any changes to the equipment configuration, integrated logistic support, and/or operating & maintenance procedures are required as a result of parts replacement or equipment modification, the Contractor **shall** inform the TA, in writing, all the necessary changes to the equipment technical data package (TDP), the Integrated Logistics Support (ILS) documentation, and to the spare parts cataloguing systems. The Contractor **shall** seek and receive approval from the TA prior to making any changes to related documentation and TDPs. The Contractor **shall** promulgate changes to DND documentations in accordance with DND documentation style and quality standard. As an example, changes might include but not limited to part number, manufacturer, source of supply, NSN if available, circuit references, level 3 drawings, DND Canadian Forces Technical Orders (CFTOs) and Operation & Maintenance (O&M) manuals, equipment instruction and identification plates, training manuals, and related DND databanks, etc. The TDP as maintained by the Contractor **shall** be referenced and used for maintenance purposes only, and only in relation to the DND equipment under the Contract. No other use of TDP by the Contractor is authorized unless with written approval issued by the Technical Authority at DND.

3.10 **Packaging**

The Contractor **shall** package the equipment in accordance with Chapter 9, A-LM-184-001/JS-001 and/or when provided, use the original manufacturer's packaging. Packaging **shall** also comply with health, safety and pest controls regulations. The Contractor shall ensure that all equipment leave the Contractor's facility in such condition as to prevent in-transit damage while being returned to DND. The Contractor **shall** provide warranty against equipment damages during transportation and handling as a result of inadequate packaging by the contractor.

3.11 **Reports**

Reports **shall** be provided as and when requested by the TA and/or as detailed in the Log SOW. A Contractor Held Inventory (CHI) report **shall** be provided each year (No Later Than (NLT) 31 Mar of each year) as detailed in the attached Appendix II, Parts A, B and C and D.

3.12 **Affirmation of Work Completion**

The contractor shall provide repair services as requested by the repair/maintenance at the unit/base locations upon receipt of a DND 626 Task Authorization.

The contractor shall bring Annex D – Affirmation of Work Completion form on all repair/service calls. The Contractor and DND servicing/repair technician shall sign Annex D – Affirmation of Work Completion form which confirms work has been completed for all repair/service calls.

The contractor shall submit a completed Annex D – Affirmation of Work Completion form with accompanying invoice for payment to the Procurement Authority.

## 4. CONTRACTOR QUALIFICATION REQUIREMENT

### 4.1 Contractor Qualification

The contractor **shall** have an engineering and technical staff on full time employment with required qualifications to complete work on the equipment.

### 4.2 Contractor Engineering and Technical Resources

In order to provide satisfactorily the services, the Contractor **shall**:

- a. Possess a staffed engineering and technical organization that are trained and are knowledgeable on the equipment listed in Table 1 - Equipment;
- b. Have engineers and technicians available who are qualified to perform the tasks in either official language (for FSR/MRP visits);
- c. Be able to provide on-site technical services;
- d. Ensure personnel possess a valid passport;
- e. Utilize DND transportation, accommodations and meals when required.

### 4.3 Contractor Repair Facilities

The Contractor **shall** possess equipped, in-house testing/repair facilities, enabling it to perform the work as per manufacturer's recommendation.

### 4.4 Contractor Publication Resources

The Contractor **shall** have office resources necessary to produce electronic manuals, technical drawings, and other logistics and engineering documentation.

## 5. CALIBRATION REQUIREMENTS

### 5.1 Certificate of Calibration

The contractor **shall** prepare a Certificate of Calibration (as required) in their format for each tested Hydraulic Rescue System that is acceptable to the TA.

### 5.2 Certificate of Calibration Filing

The contractor shall forward a copy of the Certificate of calibration with the equipment and a copy shall be held at the contractor's facility for a minimum period covered by the Contract.

## 6. QUALITY ASSURANCE

### 6.1 Quality Assurance Representative (QAR)

All stages of the R&O procedures **shall** be subject to inspection by a Government QAR. The QAR **shall** monitor for best industrial practices and **shall** have the authority to stop work if poor practices or dangerous conditions are noted and cannot be resolved on-site.

### 6.2 Test and Inspection

Each repaired/overhauled/calibrated equipment **shall** undergo testing that meets or exceeds standard industrial methods. The Contractor **shall** prepare a test report (sample to be provided to DND for approval). A copy of test report **shall** be shipped with the equipment and a copy retained for the TA. All completed equipment **shall** be visually inspected for security of components and hazardous conditions. All deficiencies **shall** be noted and repaired.

6.3 **Preservation**

In accordance with (IAW) best industrial practices for mechanical and power-electronic equipment, or as directed by the TA.

6.4 **Canadian Standards Association (CSA) Certification**

The Contractor **shall** obtain CSA safety certification for any equipment that has been modified and/or repaired.

## 7. MANAGEMENT

7.1 **Project Management**

The Contractor **shall** provide project management for this R&O contract.

7.2 **Project Manager**

The Contractor **shall** provide a Project Manager for this R&O contract. The project manager **shall** have the responsibility and authority to manage all aspects of the work and be able to make decisions on behalf of the company. The Project Manager shall be the primary point of contact between the Contract, the DND Technical Authority (TA) and the Procurement Authority (PA) for issues related to the Contract.

7.3 **Cost and Schedule Control**

The Contractor **shall** provide cost and schedule control of the R&O, modifications, additional tasking, etc as detailed in Annex B.

7.4 **Record of Decisions**

Meetings may be requested by either the Contractor or the TA as required. The Contractor **shall** prepare Minutes of the Meeting, in an agreed upon format, to record issues discussed and decisions made during the project meeting. Contractor **shall** deliver a finalized set of Minutes to the TA within ten (10) days after the meetings.

7.6 **Security Classification**

All work performed and data provided by the Contractor through this R&O effort **shall** be UNCLASSIFIED.

## 8. DELIVERABLES

8.1 **Repaired Materiel**

All repaired material shall be returned to 25 Canadian Forces Supply Depot unless otherwise directed by the TA. Repaired items must be accompanied by a properly filled out and signed CF 942/CF942A materiel condition Tag/Label when applicable in acc/w A-LM-184-001/JS-001. The CF942 Tags will be provided to the Contractor by the QAR.

8.2 **Scrap**

All scrap materiel **shall** be handled in accordance with A-LM-184-001/JS-001 (unless otherwise authorized).



8.3

**Documentation**

Two (2) copies of documentation produced by the Contractor ***shall*** be provided by the Contractor. One copy of the R&O service record and test report ***shall*** be attached with the equipment for shipment and one copy of the aforementioned documents to the TA by means of electronic document if available.

**LOGISTICS**  
**STATEMENT OF WORK**  
**For**  
**FIREFIGHTING AND SAFETY**  
**EQUIPMENT**  
**FREE FLOW**  
**Repair and Overhaul**

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APPENDIX 1 & 2 – DND OWNED CONTRACTOR HELD INVENTORY REPORTING  
REQUIREMENTS & TEMPLATES

## 1.0 GENERAL

### 1.1 AIM

1.1.1 The Contractor shall repair and/or overhaul only those items for which he has received authorization in accordance with the Selection Notice and Priority Summary (SNAPS) for Repairable Materiel Account (RMA) code(s) \_\_\_\_\_ and/or an approved Repairable Materiel Request (RMR). The Contractor shall conform to such supply procedures as are advised in this SOW related to the management of DND equipment and stores in his possession. DND reserves the right to exercise surveillance over all aspects of the Contractor's supply operation. Repair and/or Overhaul priorities will be maintained as advised in the SNAPS. Repair priority for RMRs shall be "Routine" unless otherwise stipulated.

### 1.2 EXTENT OF WORK

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

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

## **2.0 ADMINISTRATION**

### **2.1 RECEIPT**

2.1.1 Upon receipt of DND equipment, the Contractor shall:

- a. identify the equipment and ensure authority to repair (SNAPS, RMRs);
- b. Open a work order;
- c. carry out a physical check to ensure that the item is complete and is in accordance with the accompanying vouchers;
- d. complete receipt documentation, including any adjustment transactions, work order number; and
- e. action warranty materiel.

**NOTE:** Work order shall be raised within 48 hours of delivery to plant

2.1.2 If the Contractor is missing any information or documentation, he shall request it through the National Defence Quality Assurance Representative (NDQAR).

2.1.3 For those items where the basis of payment is other than firm fixed price, and based upon available information and/or inspection of the item, the Contractor shall determine the extent of work required, prepare a cost estimate, and if cost to repair is below the maximum repair cost (MRC), proceed with the repair. Whenever cost to repair threatens to exceed the MRC, the Contractor shall request authority in writing to proceed with the repair in accordance with PART 2 of A-LM-184-001/JS-001.

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

### **2.2 DISCREPANCIES IN SHIPMENTS**

2.2.1 If upon initial inspection, the Contractor identifies equipment as having the same form, fit and function as other equipment, but as being misidentified, the Contractor shall forward a detailed message to the Consignor and to their National Defence Quality Assurance Region (NDQAR) representative with a recommendation for corrective action. A discrepancy in shipment can consist of any of the following:

- a. In-condition
- b. Surplus
- c. Shortage

2.2.2 The Contractor shall action discrepancies in shipments in accordance with PART 3 of A-LM-184-001/JS-001.

## **2.3 COMPLETION OF WORK**

2.3.1 On completion of Repair and/or Overhaul, the Contractor shall prepare and transmit a stock holding code (SC) change notification in accordance with PART 2 of A-LM-184-001/JS-001.

2.3.2 The following "Contractor Certification" shall be stamped on the CFSS Supply Document and signed prior to the Contractor transmitting the SC Change Notification.

---

### **Contractor Certification**

**I certify that the item(s) listed above have been inspected, tested and conform to all specifications and requirements detailed in the contract or purchase order.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**(Contractor QC)**

---

## **3.0 WORK CONTROL**

3.1 The Contractor shall ensure that the repair of all DND equipment is controlled by a serial numbered work order in accordance with PART 2 of A-LM-184-001/JS-001. Upon completion of work, the work order shall include as a minimum the following:

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

- h. repair cost estimate; and
  - i. the identity of the person opening the work order.
- 3.2 The Contractor shall provide to the NDQAR, and as necessary amend, a list of Contractor personnel authorized to open work orders.

#### **4.0 ANNUAL REPAIR FORECAST - SNAPs**

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

#### **5.0 COST CONTROL**

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

#### **6.0 COSTING RECORDS**

- 6.1 The Contractor shall prepare forms and maintain records which will provide:
- a. a cost listing, by serial number if applicable, of each item or job lot going through the repair line;
  - b. a detail of the extent of work carried out, in-process inspections completed and materiel embodied at any stage of the repair process;
  - c. the average cost of repair and/or overhaul, by NSN; and
  - d. the total repair cost for an item (NSN), by work order.

**NOTE:** This data shall be provided as requested by the Procurement Authority and/or NDQAR.

#### **7.0 MAINTENANCE SUPPORT**

##### **7.1 MINOR REPAIRS**

7.1.1 If DND supplied parts are urgently required to effect delivery of Free Flow (components) and are not immediately available from DND, then minor repair may be carried out to the unserviceable part by the prime Contractor, as approved by the PA who will advise NDQAR accordingly.

## 7.2 MOBILE REPAIR PARTIES (MRPs)

7.2.1 The Contractor shall provide an MRP, when authorized by the Procurement Authority.

There are two types of MRP:

- A scheduled Mobile Repair Party (MRP); for a scheduled MRP, the PA must follow the DND626 Task Authorization process outlined in PAM 3.3.2.2.
- An unscheduled, Immediate Operational Requirement (IOR), extraordinary and exceptional Mobile Repair Party (MRP). The unscheduled IOR MRP happens under exceptional and extraordinary circumstances (for example: pre-deployment preparations for an unexpected extended operational mission) and requires an immediate response from DND.

The process to action an unscheduled IOR MRP is as follows:

- The TA/PM is responsible to:
  - call the PA;
  - describe the work to be done;
  - request that the unscheduled IOR MRP process be used.
- The PA is responsible to:
  - Ensure that the instructions for unscheduled IOR MRPs are contained in the contract;
  - Refer to the “Procedures and Guidelines for Mobile Repair Parties Manned by Contractor Personnel” document (NDID C-02-005-011/AM-000).  
**Note:** This document is available through the DSCO [website](#);
  - Review the requirement to confirm that it is effectively an unscheduled IOR MRP;
  - Approve the unscheduled IOR MRP;
  - Confirm by e-mail to the TA/PM and the company that the requirement is approved.  
**Note:** The PA’s e-mail is the written agreement that allows the work to proceed.

7.2.2 Upon mutual agreement the Contractor will be required to provide competent engineers and/or technicians to field sites to perform engineering projects and/or to effect repairs or modifications to the installations. All matters pertaining to the performance of the work on the site shall be referred to the cognizant Base Technical Services Officer, and/or Air/Ship’s Staff, or their appointed delegate who will be responsible for the conduct of the work and shall signify satisfactory completion and acceptance of the work by signing Appendices C and D to the aforementioned NDID/CFTO. This service shall



be accomplished to the satisfaction of the site Commanding Officer, his authorized representative, or NDHQ as directed.

7.2.3 On completion of work the Contractor will provide the Procurement Authority with a cost breakdown indicating labour hours by trade, travel expenses, living expenses, etc. Costs are to be all inclusive and will be an indication of the actual amount being claimed. Travel costs must not exceed approved TB Guidelines available at [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv-eng.asp) unless pre-approved in writing by the Procurement Authority prior to undertaking the travel.

7.2.4 If requested, the Contractor shall submit two (2) copies of a monthly progress report covering MRP activities to the Procurement Authority. The level of detail and format will be stipulated in the individual DND 626 tasking should such a report deemed to be necessary. (Note: such a report is rarely called up).

### **7.3 EQUIPMENT TURN AROUND TIME (TAT)**

7.3.1 Unless specifically identified within the contract, equipment Turn-Around-Time (TAT) to a serviceable state shall be achieved in 30 Calendar days. TAT is defined as that period of time from "date of receipt to date item is reported serviceable". Repair priority is governed by the SNAPS. The principle of "first-in / first-out" (FIFO), shall be observed whenever possible.

### **7.4 PRIORITY REPAIR REQUEST (PRR)**

7.4.1 The Contractor shall be prepared to satisfy PRRs in an expeditious manner. If the Required Delivery Date (RDD) cannot be met, the Contractor shall advise the originator and the consignee for a more realistic Estimated Delivery Date (EDD). This EDD shall be amended as required until the PRR is satisfied.

### **7.5 SPECIAL INVESTIGATIONS & TECHNICAL STUDIES (SITs)**

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

### **7.6 TECHNICAL INVESTIGATIONS & ENGINEERING STUDIES (TIES)**

7.6.1 When authorized by the Procurement Authority, the Contractor shall undertake technical investigations and engineering studies. This activity includes the provision of system and maintenance support and management services. It includes the requirement analysis and planning to ensure current reliability availability of specifications can be met, the scheduling of maintenance, the identification of spares and support, as well as

the development of policies and maintenance procedures. It also includes the contract management activities as well as the validation/acceptance of deliverables when maintenance activity is contracted.

## **8.0 SUPPLY SUPPORT**

### **8.1 TRANSACTION DOCUMENTATION**

8.1.1 The Contractor's Document Control Group (DCG) facilities will file and retain the following auditable transaction documentations by applicable account (RMA or RSA) warehouse either by Stock Code or by Requisition Number, in accordance with Part 3 of A-LM-184-001/JS-001:

- a. Stock Code sequence followed by requisition number; or
- b. Requisition number.

### **8.2 CONTRACTOR SUPPLY ACCOUNTING**

8.2.1 Materiel held on Contractor Repair Parts Account (CRPA), Repair Shop Account (RSA) and Repairable Materiel Account (RMA) shall be accounted for as per the Canadian Forces Supply System (CFSS) automated procedures in accordance with A-LM-184-001/JS-001. Government Furnished Overhaul Spares (GFOS) and Accountable Advanced Spares (AAS) will be accounted for in either a manual or an automated system. Regardless of the system used, the Contractor shall maintain an audit trail acceptable to DND. Further, any automated or manual materiel accounting system shall first be approved by the PA. Supply accounting records for DND materiel shall be maintained separate from other company records.

### **8.3 MANAGEMENT OF DND-OWNED SPARES**

8.3.1 The Contractor is responsible for determining the requirement for spares, obtaining the spares, maintaining custody of the spares, accounting for the spares in an approved manner for use on the R&O repair line and for the disposal (when so directed) of the spares in accordance with A-LM-184-001/JS-001.

8.3.2 Spares shall be used in the following order:

- a. Government Furnished Overhaul Spares (GFOS);
- b. Contract Issue Spares (CIS);
- c. Accountable Advance Spares (AAS); and
- d. Contractor Furnished Materiel (CFM).

## **8.4 SPARES REVIEW**

8.4.1 In conjunction with the stocktaking schedule, the Contractor shall carry out a review of CIS to determine if holdings of any particular item:

- a. exceed the economic stock retention level. The level is normally equal to an estimated four (4) months stock;
- b. have become surplus to requirements as a result of a modification, disposal, obsolescent or transfer of the major equipment; and/or
- c. are no longer fit for use in the R&O of DND equipment.

8.4.2 In conjunction with the stocktaking schedule, the Contractor shall carry out a review of GFOS to determine if stock holdings include any item which:

- a. has become surplus to requirement as a result of removal of the end item from the Selection Notice and Priority Summary (SNAPS);
- b. has become redundant because of a modification change notice, product improvement, etc...;
- b. is a catalogued item which should have been transferred to CIS.

8.4.3 The Contractor shall dispose of and/or transfer spares which meet the criteria above and shall prepare and handle the necessary documentation associated with the disposal function in accordance with PART 7 of A-LM-184-001/JS-001.

## **8.5 STOCKTAKING**

8.5.1 The Contractor shall initiate and complete a one hundred per cent (100%) manual stocktaking of RMA, RSA, CRPA(CIS), GFOS and AAS as a minimum once every two years in accordance with PART 6 of A-LM-184-001/JS-001.

## **8.6 SELECTION NOTICE OBSERVATION MESSAGE (SNOM)**

8.6.1 Contractors wishing to make observations on information contained in the SNAPS, including Maximum Repair Cost (MRC), shall do so by submitting their observations using the Selection Notice Observation Message (SNOM) in accordance with PART 2 of A-LM-184-001/JS-001

## **8.7 EMBODIMENT FEES**

8.7.1 On normal transfer or issue of items (spares) between AAS, CIS or GFOS accounts, any embodiment fees shall only be paid once and only upon actual embodiment. Supply accounting records for DND materiel shall be maintained separate from other company records.

8.7.2 On bulk transfer/disposal of items in CIS, GFOS or AAS accounts, embodiment fees, if applicable, are subject to a separate PWGSC negotiated rate.

## **8.8 LOSS OR DAMAGE TO DND MATERIEL**

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

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

8.8.3 Loss or damage of materiel in transit shall be actioned in accordance with Part 8 of A-LM-184-001/JS-001.

## **8.9 SCRAP - CUSTODY & DISPOSAL**

8.9.1 The Contractor shall safeguard, control, and dispose of the scrap materiel in accordance with Part 7 of A-LM-184-001/JS-001.

## **8.10 PRESERVATION AND PACKAGING FAILURE**

8.10.1 Equipment damaged due to preservation and packaging failures in shipments shall be reported to the NDQAR using form CF 777, Unsatisfactory Condition Report(UCR), supported by photographs in accordance with CFTO C-02-015-001/AG-000.

## **8.11 REUSABLE CONTAINERS**

8.11.1 Surplus reusable containers shall be brought on charge (BOC) to the CRPA, in accordance with PART 3 of A-LM-184-001/JS-001.

8.11.2 The Contractor shall inspect, repair and/or repaint reusable metal or wooden containers. If a requirement to repair, replace or provide a reusable container or other packaging materiel has been identified, it will become a charge against the R&O contract at a negotiated rate shown in the "basis of payment" and on the repair work order.

## **8.12 TRANSPORTATION**

8.12.1 The Contractor shall be responsible to action all transportation requirements in accordance with PART 8 of A-LM-184-001/JS-001.

### **8.13 CUSTOMS & EXCISE**

8.13.1 DND is responsible for clearing Customs of all DND materiel consigned to R&O Contractors. If a Contractor sub-contracts to an out of country location, the Contractor is responsible for the preparation of all the necessary customs documentations. Customs Brokers shall not be utilized unless specifically authorized by the Procurement Authority.

### **9.0 WARRANTY CONSIDERATION**

9.1 Materiel which has been returned for warranty consideration will be actioned in accordance with PART 10 of A-LM-184-001/JS-001.

### **10.0 CONTRACTOR USE OF DND EQUIPMENT/PUBLICATIONS**

10.1 The Contractor shall not use DND publications, tools, test-equipment, or jigs and fixtures for commercial work without the written consent of DND. In instances where DND has provided such consent, PWGSC will negotiate suitable compensation for DND. All requests shall be directed to the Procurement Authority through PWGSC.

### **11.0 STOP REPAIR ACTION**

11.1 The Contractor shall comply immediately with all stop repair instructions. Detailed procedures are contained in PART 2 of A-LM-184-001/JS-001.

### **12.0 PUBLICATIONS**

12.1 General procedures with respect to management of publications are contained in PART 11 of A-LM-184-001/JS-001. The Contractor shall document requirements for publications and submit to the NDQAR. The Contractor shall develop procedures to control all DND publications in their possession and be responsible for amending all DND publications in his custody. The Record of amendments shall be maintained as indicated in the applicable area of each publication.

12.2 Unless otherwise specified, publications may be copied and/or extracts taken from them. As these copies/extracts are not subject to follow-up amendment action, they are not valid for use as a reference document and shall be stamped "FOR INFORMATION ONLY". Contractors shall ensure that any classified documents are provided with the appropriate security, consistent with the provisions of A-SJ-100-001/AS-000.

12.3 The Contractor shall respond to any request for "verification of publication holdings" which may be requested periodically by DND.

### **13.0 OFFICE SERVICES**

13.1 The Contractor shall perform the secretarial and clerical work necessary to carry out the terms of this contract with respect to the preparation, filing and transmission of all

forms, reports and correspondence, relating to the movement, accounting, storage, repair, overhaul, quality control and investigation of materiel covered by this contract. The provision of these office services shall be deemed to be work as defined in PWGSC clause (1) of 2035 General Conditions – Higher Complexity – Services.

#### **14.0 MINUTES OF MEETINGS**

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

#### **15.0 PLANT SHUTDOWN/VACATION PERIOD**

15.1 During plant shutdown and/or vacation periods, the Contractor shall ensure that adequate facilities/personnel are available to ensure the satisfaction of High Priority Requirements (HPRs). If contractor personnel are not on site during shutdown, a list of names and home phone numbers of those Contractor personnel to be contacted during plant closure shall be provided to the NDQAR. It is the Contractor's responsibility to ensure that personnel are available to satisfy PRR requirements once identified.

#### **16.0 REPORTS**

##### **16.1 MRP PROGRESS REPORTS**

16.1.1 The Contractor shall submit one (1) copy of the monthly progress report covering Mobile Repair Party (MRP) activities in accordance with PWGSC Form (7139) to the Procurement Authority, and one (1) copy to the supporting NDQAR.

##### **16.2 TECHNICAL INVESTIGATION AND ENGINEERING STUDIES (TIES) REPORTS**

16.2.1 Technical Investigations and Engineering Studies may only be authorized by the Procurement Authority. The Contractor shall complete a Technical Investigation Report as stipulated under a DND 626 on an as required basis when so directed.

##### **16.3 ACCIDENT/INCIDENT REPORTS**

16.3.1 The Contractor shall submit accident/incident reports in accordance with Chapter 7 Para 32(b) and Chapter 7 Para 41 (f) of CFTO A-GA-135-001/AA-001, through the supporting NDQAR.

#### **16.4 R&O CONTRACTOR EFFECTIVENESS REPORT**

16.4.1 The R&O Effectiveness Report is described in PART 2 of A-LM-184-001/JS-001. The Procurement Authority will monitor Contractor's Turn-Around-Time using the R&O Effectiveness Report.

#### **16.5 ANNUAL CONTRACTOR HELD INVENTORY REPORT**

16.5.1 The contractor will be required to report annually to the PA on the value of all Accountable Advance Spares (AAS) and Government Furnished Overhaul Spares (GFOS) inventory held on March 31. Appendix 1 provides details on how to report this inventory, and Appendix 2 is a sample copy of the report proforma.

## **Appendix 1 <> Contractor-Held Inventory Reporting Requirements**

The instructions to complete the Contractor-Held Inventory Reporting templates are as follows:

### **Part A**

#### **"DND Owned Inventory Holdings held by Contractors as at 31 Mar 20XX".**

*Notes:*

1. A separate Inventory Holdings report is required for Consumable Inventory and Repairable Inventory. If your inventory cannot be reported or separated on the basis of consumable versus repairable, please state what the majority of the inventory would be classified as repairable or consumable based on the definitions below.
2. Loaned equipment from DND must be authorized through a DND-authorized loan agreement. Reporting shall be as per the conditions of the loan agreement.
3. Whole Capital assets are not to be reported to DND. Whole Capital Assets are equipment that has been purchased by DND for the contractor that are not inventory, such as vehicles, test equipment, etc.
4. The reports provided by the company inventory system are acceptable for reporting purposes to DND, as long as they contain the essential information requested in the template provided.
5. Provide any alternate part number or manufacture part number in addition to the part number listed above. Provide the class also, if available, as well as any additional field information you have that may help to classify the data.
6. Provide the inventory report in **electronic format, MS Excel** being the preferred software, advise Procurement Authority if not available.

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### **Definitions:**

**Government Furnished Overhaul Spares (GFOS)** – Non-catalogued inventory spares which are not purchased by the contractor but arise from: AA spares transferred from another contractor; DND procurement with the US government; spares salvaged from DND equipment; or de-catalogued CIS spares which are for 3<sup>rd</sup> line use only. GFOS spares are not recorded in the Canadian Forces Supply System (CFSS).

**Accountable Advance Spares (AAS)** – Non-catalogued inventory spares which the contractor has been authorized by DND to purchase using DND funds, on an exceptional basis. The CFSS does not track AAS.



**Bonded Stock** – Inventory spares which the Out of Country contractor has been authorized by DND to purchase using DND funds, on an exceptional basis. The CFSS does not track bonded stock.

**Repairable Inventory** – An item of supply designated as capable of being repaired.

**Consumable Inventory** – An item of supply that is not repairable.

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## **Part B**

”Repairable Template Input/Output Repairable Inventory Report for the Year Ending 31 March 20XX” and “Consumable Template Input/Output Consumable Inventory Report for the Year Ending 31 March 20XX”:

*Notes:*

1. The closing inventory as at 31 Mar 20XX must be equal to the itemized listings provided in the consumable and repairable reports of ‘DND Owned Inventory Holdings as at 31 Mar 20XX.’
2. A separate Input/Output Inventory Report is required for Consumable Inventory and Repairable Inventory.
3. It is preferable to provide the data in a part number level format detailing the equipment platform supported, but the summary level report as outlined in the template is acceptable.
4. Report in one currency only and specify the currency if it is not Canadian.

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## **Part C**

### **"Additional Information Requested for Year-End Reporting"**

The following information is requested:

1. Description of the activities performed under the Repair and Overhaul (R&O) contract(s) supported by the inventory holdings if not supplied on the Part A spreadsheet (such as R&O on Hercules engines);
2. How often stocktaking is performed on the contractor holdings of DND owned inventory;
3. Date of last stocktaking;
4. The accounting method used by the contractor to value the inventory reported first-in-first-out (FIFO), last-in-first-out (LIFO), historical cost or moving weighted average;

5. Is this a sub-contractor to another company? If so, who?
6. DND and contractor point of contact for the inventory report as at 31 Mar 20XX

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Appendix 2 (GSSC REPORT TEMPLATE)

PART A

DND OWNED INVENTORY HOLDINGS HELD BY CONTRACTORS  
AS AT 31 MARCH 20XX

COMPANY	CONTRACT NUMBER	ITEM / PART NUMBER (NOTE 1)	EQUIPMENT PLATFORM THE ITEM SUPPORTS (NOTE 2)	NATO STOCK NUMBER (NSN) (NOTE 3)	STOCK CODE (SC) (NOTE 3)	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	EXTENDED VALUE	CURRENCY (NOTE 4)	PROGRAM UNDER WHICH THE INVENTORY IS HELD (NOTE 5)	REPAIR FLAG "Y" CONSUMABLE FLAG "N" (NOTE 6)

NOTES

**General Note:** Inventory reported here should include all items that a contractor holds that belong to DND and that **are not already accounted for** in the CFSS or CAMMS.

**Note 1:** If you have an alternate part number or manufacture part number in addition to the part number listed, please provide that detail if possible. Also provide the Group Class if available. We would like any additional field information you have that may help to classify the data.

**Note 2:** Please specify if possible the equipment platform the inventory item supports. For example, if your inventory pertains to three aircraft types, put the specific aircraft type beside each inventory item part number.

**Note 3:** If the inventory item has a NSN or SC, please provide the number, if you have it readily available in your inventory system.

**Note 4:** Report in one currency only and specify the currency if it is not Canadian.

**Note 5:** If known, enter the program under which the inventory is held (e.g., GFOS, AAS, Bonded Stock, etc.).

**Note 6:** Please identify repair flag Y for a repairable item and N for a consumable item.

PART B

REPAIRABLE TEMPLATE

INPUT / OUTPUT REPAIRABLE INVENTORY REPORT

FOR THE YEAR ENDING 31 MARCH 20XX

Opening Inventory as at 1 April 20XX:	
Plus: Cost of Goods Purchased or Acquired:	
Minus: Consumption / Removals:	
Closing Inventory as at 31 March 20XX:	\$ -

NOTES

**Note 1:** The closing inventory as at 31 March 20XX must be equal to the itemized listing of repairable items provided through Part A, DND Owned Inventory Holdings Held by Contractors as at 31 March 20XX.

**Note 2:** A separate Input / Output Inventory Report is required for Consumable Inventory and Repairable Inventory.

**Note 3:** Report in one currency only and specify the currency if it is not Canadian.

PART B

CONSUMABLE TEMPLATE

INPUT / OUTPUT CONSUMABLE INVENTORY REPORT

FOR THE YEAR ENDING 31 MARCH 20XX

Opening Inventory as at 1 April 20XX:	
Plus: Cost of Goods Purchased or Acquired:	
Minus: Consumption / Removals:	
Closing Inventory as at 31 March 20XX:	\$ -

NOTES

**Note 1:** The closing inventory as at 31 March 20XX must be equal to the itemized listing of consumable items provided through Part A, DND Owned Inventory Holdings Held by Contractors as at 31 March 20XX.

**Note 2:** A separate Input / Output Inventory Report is required for Consumable Inventory and Repairable Inventory.

**Note 3:** Report in one currency only and specify the currency if it is not Canadian.

PART C

ADDITIONAL INFORMATION REQUESTED FOR YEAR END REPORTING

Description of the activities performed under the Repair & Overhaul (R&O) contract(s) supported by the inventory holdings if not supplied on the Part A spreadsheet (i.e. R&O on Hercules engines).	
How often is a stocktaking performed on the contractor holdings of DND owned inventory?	
What is the date of last stocktaking?	
What accounting method is used by the contractor to value the inventory reported (FIFO, LIFO, historical cost or moving weighted average)?	
Is this a sub-contractor to another company? If so, who?	
DND and Contractor points of contact for the inventory report as at 31 March 20XX.	

NOTES

**Note 1:** Inventory reports may be subject to audit by the Office of the Auditor General (OAG).

ANNEX C					
PRICING FOR HOURLY RATES AND MARK-UP					
BASIS OF PAYMENT	YEAR 1 Firm Price	YEAR 2 Firm Price	YEAR 3 CPI	YEAR 4 CPI	YEAR 5 CPI
<b>CATEGORY 1:</b>					
1. Firm hourly rates for in-plant repair and Overhaul. The Contractor shall be paid the firm hourly rate indicated for in-plant R&O.			CPI	CPI	CPI
<b>CATEGORY 2:</b>					
2. Firm Hourly rate for Special Investigation and Technical Studies (SITS). The Contractor shall be paid the firm hourly rate indicated for each of the following categories:			CPI	CPI	CPI
Engineer					
Project Manager					
Technician					
3. Firm Hourly rates for Technical Investigation and Engineering Support (TIES). The Contractor shall be paid the firm hourly rate indicated for each of the following categories:			CPI	CPI	CPI
Engineer					
Project Manager					
Technician					
4. Firm Hourly rate for Field Service Representative (FSR)/Mobile Repair Party (MRP). The Contractor shall be paid the firm hourly rate indicated for each of the following categories:			CPI	CPI	CPI
Engineer					
Project Manager					
Technician					
MATERIALS, SUB-CONTRACTING, ETC.	MARK-UP %	MARK-UP %	MARK-UP %	MARK-UP %	MARK-UP %
5. For Contractor Furnished Parts and materials. The contractor shall be paid the actual Laid Down Cost plus the firm mark-up indicated.			CPI	CPI	CPI
6. For Repair & Overhaul Sub-Contracting work. The contractor shall be paid the actual Laid Down Cost plus the firm mark-up indicated.			CPI	CPI	CPI



ANNEX D

AFFIRMATION OF WORK COMPLETION

DATE\_\_\_\_\_

Work has been completed as described on Contractor's work ticket # \_\_\_\_\_

Contractor's Service Technician \_\_\_\_\_

Unit/Base Staff \_\_\_\_\_

Send completed form with invoice to the Procurement Authority.

**ANNEX E  
PROPOSAL CONTENT REQUIREMENTS AND BID EVALUATION PLAN  
FOR REPAIR AND OVERHAUL (R&O)  
OF FIREFIGHTING AND SAFETY EQUIPMENT**

**1. Introduction**

This document outlines the proposal content requirements and the methodology for evaluating bids. This Evaluation Plan identifies all the mandatory requirements and point-rated criteria items to be evaluated, their relative weighting and how they will be scored. Your bid shall address, in written narrative, all subjects identified in the evaluation section below.

**2. Evaluation Team**

An evaluation team will evaluate the proposals.

**3. Evaluation Stages**

The evaluation will be comprised of the following stages:

Stage 1: Evaluation of Mandatory Requirements  
Stage 2: Evaluation of Point Rated Criteria  
Stage 3: Financial Evaluation

The process and the evaluation and selection guidelines relating to each stage of the Evaluation Process are described below.

**Stage 1: Evaluation of Mandatory Requirements**

Canada will review each Proposal for compliance with the Mandatory Requirements. Bids that, in the determination of Canada, do not comply with the Mandatory Requirements will be eliminated from further consideration in the evaluation process and will not proceed to Stage 2 of the Evaluation Process.

Narrative responses consisting of a simple statement of compliance without clear narrative details could prevent proper assessment of the proposal and result in your proposal being rejected from further consideration.

For purposes of this RFP, comply and compliant mean that the Bid conforms to the Mandatory Requirements without deviation or reservation.

Mandatory requirements are evaluated on a simple pass/fail basis. The treatment of mandatory requirements is very stringent. The Bid shall address the mandatory requirements specified.

## 1.1 Compliance to Statement of Work Annex “A” and Logistic Statement of Work, Annex “B”.

Check-off Tables are provided below for each Annex

1.	<b>The Bidder shall check-off each box indicating the company shall comply with all of the elements of the SOW in any resulting contract.</b>	<b>M</b>
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### 1.1.1 Mandatory Requirements of the SOW, Annex “A”.

<b>Mandatory Requirements</b>	<b>Check- Off</b>
We hereby certify that we shall comply with all of the elements of the SOW, Annex “A”, Statement of Work for the Repair and Overhaul (R&O) of Firefighting and Safety Equipment.	

### 1.1.2 Mandatory requirements of the Logistics SOW, Annex “B”.

<b>Mandatory Requirements</b>	<b>Check- Off</b>
We hereby certify that we shall comply with all of the elements of the Logistics SOW, Annex “B”, Logistics Statement of Work for Free Flow (Components).	

## 1.2 Quality Assurance

- a) The Bidder shall provide a Quality Assurance Plan that will meet the requirement of the contract.

1.	A copy of your Quality Assurance Plan, with references to your Quality Assurance Procedures, which shall show how work, including subcontractors, will be monitored for adherence to contract quality assurance requirements as detailed in ISO 9001/2008.	<b>M</b>
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- b) The Bidder shall provide the job description and major responsibilities in the in-house Quality Assurance/Control representative.

1.	The job description shall reflect direct responsibility with respect to performing quality assurance work.	<b>M</b>
2.	The job description shall reflect an Organization Chart showing the	

	position of the QA representative in your organization.	<b>M</b>
--	---	----------

**c)** The Bidder shall provide adequate in-house office to the DND QA representative.

1.	Propose an office type facility that shall satisfy the requirement imposed by a DND QA preventive needed in performing his/her duties while at the contractor's facility.	<b>M</b>
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### **1.3 Hazardous Material**

1.	The Bidder shall certify that it will handle, transport, and dispose of all waste and hazardous waste generated as a result of the contract in accordance with the current Federal and provincial environmental regulations.	<b>M</b>
2.	The Bidder shall explain how this is to be monitored and managed.	<b>M</b>

### **1.4 Compliance with Certification**

The Bidder shall comply with all certifications mentioned in the RFP document.

1.	The Bidder shall state and indicate that they will comply with this mandatory requirement.	<b>M</b>
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### **1.5 Logistical Procedures**

The Bidder shall meet and perform all procedures applicable to the contract in accordance with **A-LM-184-001/SJ-001**.

1.	The Bidder shall state and indicate that they will comply with this mandatory requirement.	<b>M</b>
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## Stage 2: Evaluation of Point Rated Criteria

Bidder's responses to point rated criteria shall be evaluated on the extent to which they meet the requirements. For each Bid that has proceeded to Stage 2, Canada will review, and score the information provided by the Bidder in response to the Point Rated Criteria provided below.

### 2.1 Point Rated Criteria

The Bidder's proposals shall be evaluated against the following criteria.

Item	Criteria	Points
1	Company Experience	20
2	Facility	15
3	Organization and Personnel	20
4	Subcontracting	10
5	Capability	20
<b>TOTAL POINTS</b>		<b>85</b>

### SCORING METHODOLOGY FOR RATED CRITERIA

Bids receiving a score of less than 60% (50 points) on the overall point-rated criteria shall be given no further consideration.

#### 1. Company Experience (Max 20 Points)

The company and facilities at which the work will be performed should have directly related experience including contracts for work on Firefighting and Safety Equipment. The narrative provided should include background details to establish capabilities regarding volume, quality and expertise.

The Bidder should indicate the number of years of experience in Firefighting and Safety Equipment R&O or Military Equipment R&O and submit proof of the experience (such as a project description and overview (start year, finish year, value, etc). The experience must be recent (within the last 10 years) and the description must establish the pertinence between the past project and the work to complete this RFP.

1.	The Bidder has less than 1 year of experience in Firefighting and Safety Equipment or Military Equipment R&O work and has submitted at least one relevant example of recent projects.	2
2.	The Bidder has 1 to 3 years of experience in Firefighting and Safety Equipment work or Military Equipment R&O and has submitted at least one relevant example of recent projects.	5

3.	The Bidder has more than 3 but less than 5 years of experience in Firefighting and Safety Equipment work or Military Equipment R&O and has submitted at least one relevant example of recent projects.	10
4.	The Bidder has over 5 years of experience in Firefighting and Safety Equipment work or Military Equipment R&O and has submitted at least one relevant example of recent projects.	20

## 2. Facility (Max 15 Points)

This evaluation is for the overall facility and equipment capacity notwithstanding of location or status (in-house/sub-contracting).

The Bidder should identify their owned/leased facilities and location where the work will be performed which includes a description, size and layout of work areas, storage facilities and a list of machinery, repair, tooling and test equipment that will be available for work to be performed at the time of contract award.

The Bidder should provide details confirming the facilities comply with regulations governed by all levels of government and environmental requirements by award of an R&O contract.

1.	The Bidder indicated it has a facility area of less than 999 sq. ft.	5
2.	The Bidder indicated it has a facility area of 1,000 to 1,999 sq. ft and provides a list of machinery, repair, tooling and test equipment that will be available for work to be performed at time of bid closing.	10
3.	The Bidder indicated it has a facility area of more than 2,000 sq. ft. and provides a list of machinery, repair, tooling and test equipment that will be available for work to be performed at time of bid closing.	15

## 3. Organization and Personnel (Max 20 points)

The Bidder should provide a list of specific qualifications and experience of the personnel expected to perform work under the contract, including personnel's name, any relevant training and expertise in the area required relating to repair and overhaul of Firefighting and Safety Equipment. A Curriculum Vitae (CV) shall be submitted for the Project Manager (PM).

1.	The Bidder provided the company's organization chart and identifies a PM.	5
2.	The Bidder provided the company's and team's organization chart and identifies a PM with a minimum of two (2) years experience in R&O contracts.	10
3.	The Bidder provided the company's and team's organization chart and identifies a PM with a minimum five (5) years experience in R&O contracts.	15
4.	The Bidder provided the company's and team's organization chart	

	and identifies a PM with a minimum five (5) years of experience in R&O contracts of which a three (3) years have been in military R&O contracts.	20
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#### 4. Sub-contracting (Max 10 Points)

The Bidder should identify potential subcontractors and provide details of which work will be performed by these subcontractors. The Bidder should provide details on how quotes will be solicited, how subcontractors will be selected and how the quality and delivery schedules of subcontracted work will be monitored. Outline any previous experience with proposed subcontractors.

1.	The Bidder does not demonstrate the company has experience of subcontracting process and only provides the names of its subcontractors.	1
2.	The Bidder stated the risks associated with managing the subcontracting process in addition to identifying names and roles of its subcontractors.	5
3.	The Bidder stated the risks associated with managing subcontractors and cited past experience in resolving or mitigating the issues and provides names and roles of its subcontractors.	7
5.	The Bidder stated the risks based on cited past experience in resolving or mitigating the issues and also has submitted minimal "<40% of the work" use of subcontractors in the production plan or has no plans to use subcontractors.	10

#### 5.0 Capability (Max 20 Points)

The Bidder should provide a narrative production plan that demonstrates how the Bidder will monitor the R&O by outlining each process to be conducted during the production process. The production plan should also demonstrate that the routine turnaround time (TAT) of thirty (30) days can be met. A flow chart can accompany the explanation.

1.	The Bidder provided only a production management plan.	5
2.	The Bidder provided a plan but only explained few of the processes.	7.5
3.	The Bidder provided a plan and explanation of the each process, how each process is executed and the respective organizational responsibilities with approximate timelines of individual R&O stages, and concurrent activity necessary to meet the 30 day turn around time requirement.	15
4.	In addition to the details provided in 3. above, the Bidder also provided an example of a production plan executed in the last 5 years.	20

## **Stage 3: Financial Evaluation**

### **3.1 Mandatory Financial Evaluation Criteria**

The Financial Bid must be in accordance with the Basis of Payment in Part 7 Annex C Pricing. The evaluated price of the Bid shall be determined as follows:

#### **Part A – Labour Cost**

1. Determine the Labour Cost by averaging the all inclusive hourly rates over the 2-year period for each of the following categories:
  - a. In-plant R&O;
  - b. Special Investigation and Technical Studies (SITS);
  - c. Technical Investigation and Engineering Support (TIES); and
  - d. Field Service Representative (FSR) / Mobile Repair Party (MRP).
2. Determine the weighted cost per category: (Labour Cost per category) x (weight in %)
  - a. In-plant R&O: Average all inclusive hourly rate x 93 percent;
  - b. SITS: Average all inclusive hourly rate X 2 percent;
  - c. TIES: Average all inclusive hourly rate X 2 percent; and
  - d. FSR/MRP: Average all inclusive hourly rate X 3 percent.

The sum of all weighed cost per category will determine the Total Cost of Part A.

#### **Part B – Sub-Contracting & Material Cost**

For evaluation purposes:

- The Sub-contracting estimated amount equals 40% of the Total Cost of all four categories determined above (Total Cost for all four (4) categories X 40 percent), and
  - The parts and material estimated amount equals 30% of the Total Cost of all four categories determined above (Total Cost for all four (4) categories X 30 percent).
1. The total cost of sub-contracting is determined as follows:  
(average mark-up rate over the 2-year period) x (Sub-contracting estimated amount)
  2. The total cost of parts and material:  
(average mark-up rate over the 2-year period) x (Parts and material estimated amount)
  3. The sum of the total cost of sub-contracting and total cost of parts and material will determine the total cost of Part B.



The sum of Part A and Part B will determine the evaluated price of the bid.

**SEE EXAMPLE OF EVALUATION GRID (Appendix 1 to Annex E)**

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The following is a list of Plans, Certifications and Checklists to be provided as part of the Technical Evaluation. This list may not be all-inclusive.

- A.** Initialed Checklists for RFP, Annex “A” and Annex “B”.
- B** Mandatory Requirements
  - 1 Quality Assurance Plan. Refer to article 1.2 in this document.
  - 1 Hazardous Material Certification. Refer to article 1.3 in this document.
  - 3 Logistical Procedures Certification. Refer to article 1.6 in this document.

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Name & Title

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Signature

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**C** Rated Requirements

- 1. Subcontractors Certification. Refer to article 4 in this document.

The Bidder hereby certifies that all the work to be performed by a subcontractor shall be in accordance with the terms and conditions of any resulting contract.

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Name & Title

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Signature

- 2. Facility Location and List of testing, tooling and repair equipment. Refer to article 2 in this document.
- 3. Capability - Production Plan. Refer to article 6 in this document.

The Bidder hereby certifies that all statements made with respect to Facility Location and List of testing, tooling and repair equipment and Capability Production Plan are true.

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Name & Title

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Signature

4. Education/Experience Certification – Bids, to be considered responsive, shall contain the following certification:

The Bidder hereby certifies that all statements made with respect to education and experience is true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

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Name & Title

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Signature

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Canada reserves the right to verify the above certifications and to declare the bid non-responsive for any of the following reasons:

- (i) unverifiable or untrue statement;
- (ii) unavailability of any person proposed on whose statement of education and experience Canada relied to evaluate the bid and award the Contract.

**TASK AUTHORIZATION  
AUTORISATION DES TÂCHES**

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat <hr/> Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – A	<b>TO THE CONTRACTOR</b> You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract. <b>À L'ENTREPRENEUR</b> 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. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.	
Delivery location – Expédiez à	Date _____ _____ for the Department of National Defence _____ pour le ministère de la Défense nationale	
Delivery/Completion date – Date de livraison/d'achèvement		
Contract item no. N° d'article du contrat	Services	Cost Prix
	<b>GST/HST TPS/TVH</b>	
	<b>Total</b>	
<b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. <b>NE S'APPLIQUE QU'ÀUX CONTRATS DE TPSCG :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.		
_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

**Instructions for completing  
DND 626 - Task Authorization**

**Contract no.**  
Enter the PWGSC contract number in full.

**Task no.**  
Enter the sequential Task number.

**Amendment no.**  
Enter the amendment number when the original Task is amended to change the scope or the value.

**Increase/Decrease**  
Enter the increase or decrease total dollar amount including taxes.

**Previous value**  
Enter the previous total dollar amount including taxes.

**To**  
Name of the contractor.

**Delivery 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 basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/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.

**Instructions pour compléter le formulaire  
DND 626 - Autorisation des tâches**

**N° du contrat**  
Inscrivez le numéro du contrat de TPSGC en entier.

**N° de la tâche**  
Inscrivez le numéro de tâche séquentiel.

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

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

**Valeur précédente**  
Inscrivez le montant total précédent, y compris les taxes.

**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.

APPENDIX 1  
TO ANNEX E

Example of Evaluation Grid

**PART A**

	Year 1	Year 2	Year 3	Year 4	Year 5	Average	Weight	Weighted Cost
R&O Labour category								
Sum of yearly labour rates						0 x 93		\$0.00
SITS Labour Category								
sum of average yearly labour rates						0 x 2		\$0.00
TIES Labour Category								
sum of average yearly labour rates						0 x 2		\$0.00
FSR Labour Category								
sum of average yearly labour rates						0 x 3		\$0.00
<b>Total Cost of Part A</b>								\$0.00

**PART B**

Mark-up on parts	0							
Bidder's average percentage mark-up						0		
Basis of evaluation =30% of all 4 labour category's total weighted cost: (30%*0)					30 %*0	0		
(Average mark-up rate x Basis of evaluation)					<b>Profit on Parts evaluation cost</b>	0		0
Mark-up on subcontracting	0							
Bidder's average percentage mark-up						0		
Basis of evaluation =40% of all 4 labour category's total weighted cost: (40%*0)					40 %*0	0		
(Average mark-up rate x Basis of evaluation)					<b>Profit on Subcontracting evaluation cost</b>	0		0
<b>Total Cost of Part B</b>								\$0.00

Evaluated Price of the Bid

\$0.00