

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet R&O - HLVW Axle	
Solicitation No. - N° de l'invitation W8486-148833/B	Date 2014-02-12
Client Reference No. - N° de référence du client W8486-148833	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-634-64653	
File No. - N° de dossier hs634.W8486-148833	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-11	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Paquin, Benoit	Buyer Id - Id de l'acheteur hs634
Telephone No. - N° de téléphone (819) 956-3966 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

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

Solicitation No. - N° de l'invitation

W8486-148833/B

Amd. No. - N° de la modif.

File No. - N° du dossier

hs634W8486-148833

Buyer ID - Id de l'acheteur

hs634

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

W8486-148833

CCC No./N° CCC - FMS No/ N° VME

This page has been intentionally left blank

This bid solicitation cancels and supersedes previous bid solicitation number W8486-148833/A, dated 2013-11-25, with a closing of 2014-01-07 at 14:00.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Design Data List (DDL) Request
6. Applicable Laws
7. Improvement of Requirement During Solicitation Period
8. Environmental Considerations

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement
2. Financial Capability
3. Controlled Goods Requirement
4. Insurance Requirements

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work

2. Work Categories
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. SACC Manual Clauses
13. Preparation for Delivery
14. Insurance Requirements
15. Commercial General Liability Insurance
16. Bailee's Customer's Goods Insurance
17. Access to DND Establishments and Canadian Forces (CF) Locations
18. Canadian Forces Site Regulations
19. Identification Badge
20. Cleanup of Site
21. Shipping Instructions (DND) - Canadian-based Contractor
22. Meeting
23. Report
24. Drawings, Reports, Data
25. Accessibility of the Contractor's Facility
26. Protection of Government Property
27. Release Documents - Distribution
28. Close-Out Responsibilities
29. United States Military Specifications and Standards
30. Environmental Considerations

List of Attachments:

- Annex A - Statement of Work and their Appendix
- Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul
- Annex C - Pricing
- Annex D - DND 626, Task Authorization Form
- Annex E - Mandatory Technical Evaluation Criteria
- Annex F - Federal contractors program for employment equity - certification

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

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

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the 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, Logistics Statement of Work for Free Flow (Components), Pricing, DND 626, Task Authorization Form, Mandatory Technical Evaluation Criteria and the Federal contractors program for employment equity - certification.

2. Summary

The Department of National Defence has a requirement for repair and overhaul, modification, calibration of Axle Assembly and related items in accordance with Annex A - Statement of Work, Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul, Annex C - Pricing, Annex D - DND 626 Task Authorization Form, Annex E - Mandatory Technical Evaluation Criteria, Annex F - Federal contractors program for employment equity – certification and the Design Data List (DDL-8486-148833 dated 13-09-19).

This equipment is positioned throughout Canada. Work must be conducted and completed either in Canada at CF locations or at Contractor's plant. The attached statement of work (SOW) defines the work effort required to perform R&O functions. The R&O functions include, but not limited to handling, repairing, overhauling, modifications and upgrades.

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

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 work under this requirement will be completed on an "as and when required basis".

The requirement is subject to a preference for Canadian Goods and/or Services.

This procurement is subject to the Controlled Goods Program.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

Definitions

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

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

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

"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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

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).

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:

- Section I: Technical Bid (three (3) hard copies)
- Section II: Financial Bid (one (1) hard copy)
- Section III: Certifications (one (1) hard copy)
- Section IV: Additional Information (one (1) hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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

1. 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.

2. Sub-Contractor Use

Bidders should provide the following information if they will be using any sub-contractor in the performance of the work:

- a. what work will be sub-contracted;
- b. how quotes will be solicited;
- c. how sub-contractors will be selected;
- d. how the quality and delivery schedules of sub-contracted work will be monitored; and
- e. outline any previous experience involving sub-contracted work.

3. Test Equipments and Test Benches

Bidder should identify all test equipments and test benches they will be using in the performance of the work, and indicate if they own or lease those equipments and benches.

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. 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:

Repair & Overhaul Manager (R&OM)

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.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

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 all Mandatory Technical Evaluation Criteria as detailed in Annex E - Mandatory Technical Evaluation Criteria.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Evaluation Criteria

Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex C - Pricing.

Prices and 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.

1.2.2 Aggregate Price Determination

The evaluated aggregate price of the bid will be determined in accordance with Annex C – Pricing.

2. Basic of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications 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) 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 and Certifications Required with the Bid

Bidders must submit the certifications as provided below:

2.1 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.

2.1.1 Status and Availability of Resources

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

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

2.1.2 Education and Experience

SACC Manual Clause A3010T (2008-05-12) Education and Experience

2.2 Additional Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

2.2.1 Canadian Content Definition

SACC *Manual* clause A3050T (2010-01-11) Canadian Content Definition

2.2.1.2 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#)

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Financial Requirement

SACC Reference	Title	Date
A9033T	Financial Capability	2012-07-16

3. Controlled Goods Requirement

SACC Reference	Title	Date
A9130T	Controlled Goods Program	2011-05-16

4. Insurance Requirement

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 in Part 7.

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.

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work

The Contractor must perform the Work in accordance with Annex A - Statement of Work, Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul and the Design Data List (DDL-8486-148833 dated 13-09-19).

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), Special Investigation and Technical Studies (SITS), Testing, Packaging and Preservation Process, and upgrades.

The Contractor must provide Technical Investigation and Engineering Support (TIES) and other services such as Special Investigation and Technical Studies (SITS), Testing, Packaging and Preservation Process, and upgrades, referred herein as "Category 2" in accordance with Annex A - Statement of Work and Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul.

2.2 Work Authorization

2.2.1 Category 1 (Free Flow Components)

Authorization for Work described as Repair and Overhaul must be in accordance with Annex A - Statement of Work and Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul.

2.2.1.1. Maximum Repair Cost (MRC)

The MRC, as specified in the SNAPS, is inclusive of all costs to bring the Axle and Related Items to a serviceable condition.

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,

- a) 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;

- b) the Task Authorization Authority and limit will be determined in accordance with paragraph 2.2.2.3 of this clause;
- c) 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;
- d) 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
- e) 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 a completed Annex D signed by the Task Authorization Authority.

2.2.2.3 Task Authorization Authority and Limit

The Procurement Authority may authorize individual Task Authorizations inclusive of any revisions up to a limit of \$25,000.00, Applicable Taxes extra.

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 4-3. 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 Procurement Authority will provide the Contractor with a request to perform a task 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
4. the Contract method(s) of payment applicable to the task or revised task.

2.2.2.5.2 Within **ten (10)** calendar days of its receipt of the request, the Contractor must provide the Procurement Authority with a signed and dated response 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 - Pricing.

2.2.2.6 Task Authorization

2.2.2.6.1 The Procurement Authority will authorize the Task Authorization (DND 626) 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 (DND 626) will be issued to the Contractor by email (as an email attachment in PDF format) by the Procurement Authority.

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 - Contracts with Task Authorizations

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

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

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

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 a fixed amount of **\$150,000.00**.

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.

Failure to comply with any of the above will be, of and by itself, grounds for termination of the contract for default.

2.7 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.

2.8 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.

Add Section 32 Copyright

1. Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: Her Majesty the Queen in right of Canada (year) or Sa Majesté la Reine du chef du Canada (année).

2. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

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 two (2) additional periods of one (1) year under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment. 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:

Benoit Paquin

Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

LEFTD - HS Division

Place du Portage, Phase III, 7B1

Gatineau, Quebec K1A 0S5

Telephone: 819-956-3951
Facsimile: 819-956-5227
E-mail address: benoit.paquin@pwgsc-tpsgc.gc.ca

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

5.2 Procurement Authority

The Procurement Authority for the contract is:

to be inserted by PWGSC

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

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

5.3 Technical Authority

The Technical Authority for the Contract is:

to be inserted by PWGSC

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

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

5.4 Quality Assurance Authority

National Defence Quality Assurance Representative (NDQAR):

to be inserted 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 Repair and Overhaul Representative for the Contract is:

Name: **to be inserted by PWGSC**

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 accordance with Annex C - Pricing, 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.

7.2 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 Applicable Taxes are included.
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 and the Procurement Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Multiple Payments

Canada will pay the Contractor upon completion of tasks 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

SACC Reference	Title	Date
C0307C	Cost Submission	2008-05-12
C0710C	Time and Contract Price Verification	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
 - Contractor's work order numbers
 - DND's 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: Any credit notes (spares, scrap material) with supporting documentation must be shown as a credit on the invoice.

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;
- d. Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul;
- e. Annex C - Pricing;
- f. the signed Task Authorizations (DND 626), including all of its annexes, if any;
- g. 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
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
A9006C	Defence Contract	2012-07-16
A9062C	Canadian Forces Site Regulations	2011-05-16
A9131C	Controlled Goods Program	2011-05-16
A1009C	Work Site Access	2008-05-12
B4060C	Controlled Goods	2011-05-16
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
B8041C	Catalogue of Material on 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
D3010C	Dangerous Goods/Hazardous Products	2012-07-16
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
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
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
D5620C	Release Documents - Distribution	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. 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 the Department of National Defence and/or Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- 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 \$500,000.00. 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. Access to DND Establishments and Canadian Forces (CF) Locations

Contractor Personnel requiring casual access to DND Establishments and Canadian Forces (CF) location do not require Security Clearance but must be escorted at all times. Names of individuals, place and date of birth, their National Clearance (if any personnel already have a security level) and proposed date of visits are to be reported to:

National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Attn: **(To be inserted by PWGSC)**

18. Canadian Forces Site Regulations

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

19. Identification Badge

Any person assigned to the performance of any part of the Work that is performed on government premises must wear in a conspicuous place the identification badge issued to that person by Canada.

When a person is required to wear a safety helmet, the Contractor, if requested to do so by the Contracting Authority, must paint the number appearing on the badge on the front of the safety helmet.

20. Cleanup of Site

The Contractor must maintain the Work and its site in a tidy condition and free from an accumulation of waste material and debris.

The Contractor must remove all surplus materials and any waste products and debris from the site of the Work.

21. Shipping Instructions

21.1 Shipping Instructions (DND) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at the 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.

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

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

OR

Inbound Logistics Quebec Area (ILQA)
Telephone: 1-866-935-8673 (toll free), or
1-514-252-2777, ext. 2323, 2852 or 4673
Facsimile: 1-866-939-8673 (toll free), or
1-514-252-2911
E-mail: 25DAFCTrafficQM@forces.gc.ca

OR

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

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

a. the Contract number;

- b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
- c. description of each item;
- d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
- e. actual weight and dimensions of each piece type, including gross weight;
- f. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the 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.

21.2 Shipping Instructions (DND) - Foreign Based Contractor

1. Delivery will be FCA Free Carrier at the 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.

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

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

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

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

- a. the Contract number;
- b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
- c. description of each item;
- d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
- e. actual weight and dimensions of each piece type, including gross weight;
- f. copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1 Canada Customs Invoice (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.

22. 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 or via teleconference, at Canada's discretion, 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.

22.1 Meeting following the 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.

22.2 Progress Meetings

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

23. Reports

The Contractor must provide all reports when requested as detailed in Annex A - Statement of Work and Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul.

24. 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.

25. Accessibility of the Contractor's Facility

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

26. 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.

27. Release Documents - Distribution

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

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

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2

Attention: **to be inserted by PWGSC**

- 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.

28. 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).

29. 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/>.

30. 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.

ANNEX A – STATEMENT OF WORK

1 The Contractor shall carry out all necessary processes required to return the following Axles and related items such as, but not limited to internal parts, external parts, shafts protruding from the Axles and attachments to a fully serviceable condition, in accordance with the scope of work detailed herein and Annex B - Statement of Work for Free Flow (Components) for Repair and Overhaul

- a) NSN 2520-21-904-8623 - Axle Assembly, Front (Steyr p/n 991 12 40 0607);
- b) NSN 2520-21-904-8624 - Axle Assembly, Rear (Steyr p/n 991 14 30 0619);
- c) NSN 2520-21-904-8871 - Axle Assembly, Rear (Steyr p/n 991 14 30 0617);
- d) NSN 2520-21-913-7416 - Axle Assembly, Rear (Steyr p/n 991 14 30 0638);
- e) NSN 2520-21-904-8625 - Axle Assembly, Intermediate (Steyr p/n 991 14 30 0618);
- f) NSN 2520-21-904-8870 - Axle Assembly, Intermediate (Steyr p/n 991 14 30 0616); and
- g) NSN 2520-21-913-7415 - Axle Assembly, Intermediate (Steyr p/n 991 14 30 0637).

2 The Contractor shall be responsible for all work related to the R&O services of the Axles and related items, including but not limited to: disassembly, cleaning, inspection, repairs, overhaul, reassembly, painting, calibration, testing, packaging and preservation process.

3 The Contractor shall be responsible for procuring all replacement parts and materials in support of the R&O services.

4 All work shall be performed in accordance with the following:

In the event of conflict between the documents referred to herein, the Original Equipment Manufacturer's (OEM) specification shall take precedence.

- a) NSN 2520-21-904-8623 - Axle Assembly, Front (Steyr p/n 991 12 40 0607) - C-30-404-000/MP-000, Part 5, Annex A;
- b) NSN 2520-21-904-8624 - Axle Assembly, Rear (Steyr p/n 991 14 30 0619) - C-30-404-000/MP-000, Part 5, Annex C;
- c) NSN 2520-21-904-8871 - Axle Assembly, Rear (Steyr p/n 991 14 30 0617) - C-30-404-000/MP-000, Part 5, Annex C;
- d) NSN 2520-21-913-7416 - Axle Assembly, Rear (Steyr p/n 991 14 30 0638) - C-30-404-000/MP-000, Part 5, Annex C;
- e) NSN 2520-21-904-8625 - Axle Assembly, Intermediate (Steyr p/n 991 14 30 0618) - C-30-404-000/MP-000, Part 5, Annex B;
- f) NSN 2520-21-904-8870 - Axle Assembly, Intermediate (Steyr p/n 991 14 30 0616) - C-30-404-000/MP-000, Part 5, Annex B; and
- g) NSN 2520-21-913-7415 - Axle Assembly, Intermediate (Steyr p/n 991 14 30 0637) - C-30-404-000/MP-000, Part 5, Annex B.

The following bullets shall be performed in conjunction to Para 4a to 4g for all Axles and related items.

- Cleaning:

External surfaces of housings and cases shall have old paint removed ensuring there shall be no cracks and that new paint shall adhere to all surfaces when repainted.

Annex A – HLVW Axles
W8486-148833
Dated: June 27th, 2013

- Inspection:

When required, the Axle brake S-cam shafts and inner axle drive shafts worn or damaged due to, but not limited to, warpage that exceed the specifications (Ref Para 4a to 4g), deep scratches, galling, corrosion of the machined surfaces for bearings or bushings shall be chromed, re-chromed or replaced, but shall first be authorized by NDQAR prior to the work to continue.

When required, front Axle steering knuckle assembly found to be worn or damaged due to, but not limited to, deep scratches, galling, corrosion of the machined surfaces for bearings or bushings shall be chromed, re-chromed or replaced, but shall first be authorized by NDQAR prior to the work to continue.

- Threads and Inserts:

All threads and threaded ports found damaged shall be repaired.

- Painting:

The Axles and related items shall be coated with a commercial grade automotive paint, color 34094 (flat green).

During the painting process, contractor shall ensure all exposed machine surfaces are left paint free with a suitable corrosive resistant compound applied to the surface(s).

The Contractor shall also ensure that all exposed seals and rubber protective covers (rubber boots) are kept paint free to prevent the surfaces from drying and cracking. The Contractor shall ensure all electrical wiring, attached electrical components, sending units, vents, breathers and breather tubes (if made of plastic or rubber) are kept free of paint as well.

- Packaging and preservation process:

The process shall include caps and inserts for all threaded openings.

5 Mandatory replacement Parts:

The Contractor shall replace all parts as detailed in the following documents:

- a) NSN 2520-21-904-8623 - Axle Assembly, Front (Steyr p/n 991 12 40 0607) - C-30-404-000/MP-000, Part 5, Annex A, Section 8;
- b) NSN 2520-21-904-8624 - Axle Assembly, Rear (Steyr p/n 991 14 30 0619) - C-30-404-000/MP-000, Part 5, Annex C, Section 8;
- c) NSN 2520-21-904-8871 - Axle Assembly, Rear (Steyr p/n 991 14 30 0617) - C-30-404-000/MP-000, Part 5, Annex C, Section 8;
- d) NSN 2520-21-913-7416 - Axle Assembly, Rear (Steyr p/n 991 14 30 0638) - C-30-404-000/MP-000, Part 5, Annex C, Section 8;
- e) NSN 2520-21-904-8625 - Axle Assembly, Intermediate (Steyr p/n 991 14 30 0618) - C-30-404-000/MP-000, Part 5, Annex B, Section 8;
- f) NSN 2520-21-904-8870 - Axle Assembly, Intermediate (Steyr p/n 991 14 30 0616) - C-30-404-000/MP-000, Part 5, Annex B, Section 8; and
- g) NSN 2520-21-913-7415 - Axle Assembly, Intermediate (Steyr p/n 991 14 30 0637) - C-30-404-000/MP-000, Part 5, Annex B, Section 8.

Annex A – HLVW Axles
W8486-148833
Dated: June 27th, 2013
6 Substitution:

All parts shall be supplied by the OEM or their authorized distributors/dealers in accordance with the most recent OEM drawings and /or specifications.

Any proposed amendment or change to the specification of the parts shall be authorized by the Technical Authority (TA), through the Contracting and Procurement authorities.

Any parts that are not OEM shall be approved by the TA prior to their use and shall be of the same form, fit, function and quality as the original OEM parts.

The Contractor shall provide to the TA, any information needed to evaluate the proposed substitute parts, including but not limited to; technical data, drawings and specifications.

7 Work authorized to exceed the Maximum Repair Cost (MRC):

For work authorized by the TA to exceed the MRC (Ref A-LM-184-001/JS-001), the Contractor shall not commence or continue with the work until all parts necessary to perform the repair and return the Axles and related items to a fully serviceable condition are available.

8 Disassembly Beyond Economic Repair (BER):

Items that have been approved by the TA to be BER are considered as GSM and remain the property of the Government of Canada.

BER items in this Contract shall be disassembled and used when required in the manufacture and repair of the parts detailed in Para 1 and shall not be used to substitute any of the mandatory replacement parts (Ref Para 5).

The Contractor shall maintain satisfactory records and provide a quarterly report to the TA of the disposition of all BER items including, but not limited to, the disposal and re-use of individual components to repair the parts detailed in Para 1.

9 Technical Investigations & Engineering Studies (TIES) and Special Investigations & Technical Studies (SITS):

When requested through a DND 626 Task Authorization, the Contractor shall perform TIES and SITS.

10 Repair and Overhaul Manager (R&OM):

The Contractor shall assign a R&OM for this R&O contract. The R&OM shall have the responsibility and authority to manage all aspects of the work and be able to make decisions on behalf of the Contractor. The R&OM shall be the main interface with DND.

The R&OM shall have a minimum of three (3) continuous years of experience in the last eight (8) years in managing similar R&O activities as contained in this SOW and a minimum of one (1) continuous year of supervisory experience in the last five (5) years.

The Contractor shall advise the TA and the PA of any changes in the assigned R&OM within 10 days of changes.

Annex A – HLVW Axles

W8486-148833

Dated: June 27th, 2013

11 R&O Contractor Effectiveness Report:

The Contractor shall provide a R&O Contractor Effectiveness Report as per A-LM-184-001/JS-001, Part 2, Para 53, Bullet A to Q to the PA on a quarterly basis and within 5 business days when requested by the PA.

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 report shall be submitted to the PA no later than 5 calendar days before the end of the reporting period.

LOGISTICS STATEMENT OF WORK for FREE FLOW (Components) for REPAIR and OVERHAUL

LOGISTICS
(Generic)
STATEMENT OF WORK

for
FREE FLOW (Components)

for
Repair and Overhaul

Issued on authority of the Assistant Deputy Minister (Material)
(ADM(Mat))

OPI: DMPP 4-4 2009-09-01

Record of Changes

Identification of Changes		Date Entered	Signature
Ch. #	Date		

Table of Contents

- 1.0 GENERAL
- 1.1 AIM
- 1.2 EXTENT OF WORK
- 2.0 ADMINISTRATION
- 2.1 RECEIPT
- 2.2 DISCREPANCIES IN SHIPMENTS
- 2.3 COMPLETION OF WORK
- 3.0 WORK CONTROL
- 4.0 ANNUAL REPAIR FORECAST - SNAPS
- 5.0 COST CONTROL
- 6.0 COSTING RECORDS
- 7.0 MAINTENANCE SUPPORT
- 7.1 MINOR REPAIRS
- 7.2 MOBILE REPAIR PARTIES (MRPs)
- 7.3 EQUIPMENT TURN AROUND TIME (TAT)
- 7.4 PRIORITY REPAIR REQUEST (PRR)
- 7.5 SPECIAL INVESTIGATIONS AND TECHNICAL STUDIES (SITs)
- 7.6 TECHNICAL INVESTIGATIONS & ENGINEERING STUDIES (TIES)
- 8.0 SUPPLY SUPPORT
- 8.1 TRANSACTION DOCUMENTATION
- 8.2 CONTRACTOR SUPPLY ACCOUNTING
- 8.3 MANAGEMENT OF DND-OWNED SPARES
- 8.4 SPARES REVIEW
- 8.5 STOCKTAKING
- 8.6 SELECTION NOTICE OBSERVATION MESSAGE (SNOM)
- 8.7 EMBODIMENT FEES
- 8.8 LOSS OR DAMAGE TO DND MATERIEL
- 8.9 SCRAP - CUSTODY & DISPOSAL
- 8.10 PRESERVATION AND PACKAGING FAILURE
- 8.11 REUSABLE CONTAINERS
- 8.12 TRANSPORTATION
- 8.13 CUSTOMS & EXCISE
- 9.0 WARRANTY CONSIDERATION
- 10.0 CONTRACTOR USE OF DND EQUIPMENT/PUBLICATIONS
- 11.0 STOP REPAIR ACTION
- 12.0 PUBLICATIONS
- 13.0 OFFICE SERVICES
- 14.0 MINUTES OF MEETINGS
- 15.0 PLANT SHUTDOWN/VACATION PERIOD
- 16.0 REPORTS
- 16.1 MRP PROGRESS REPORTS
- 16.2 TECHNICAL INVESTIGATIONS & ENGINEERING STUDIES (TIES) REPORTS
- 16.3 ACCIDENT/INCIDENT REPORTS
- 16.4 R&O CONTRACTOR EFFECTIVENESS REPORT
- 16.5 ANNUAL CONTRACTOR HELD INVENTORY REPORT

ANNEX A&B – CONTRACTOR-HELD INVENTORY REPORTING REQUIREMENTS & TEMPLATES

FOREWORD

This Statement of Work (SOW) is distributed on the authority of the Assistant Deputy Minister (Material) (ADM(Mat)). It will be distributed, as required, internally to ADM (Mat) staff engaged in raising Repair and Overhaul (R&O) Instrument (PI).

This SOW contains generic attachments for use by Procurement Authorities (PA), to raise a specific SOW in support of contracts engaged in the R&O of materiel on behalf of the Department of National Defence (DND).

The generic SOW is effective upon receipt. Suggestions for changes must be forwarded through normal channels to DMPP 4-4.

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 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 Procurement Authority 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 Procurement Authority (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 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 90 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. Annex A provides details on how to report this inventory, and Annex B is a sample copy of the report proforma.

Annex A <> 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.

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 3rd 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.

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.

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

THIS PAGE INTENTIONALLY LEFT BLANK

PART B

**REPAIRABLE TEMPLATE
INPUT / OUTPUT REPAIRABLE INVENTORY REPORT
FOR THE YEAR ENDING 31 MARCH 20XX**

Opening Inventory as at 1 April 20XX:	<input type="text"/>
Plus: Cost of Goods Purchased or Acquired:	<input type="text"/>
Minus: Consumption / Removals:	<input type="text"/>
Closing Inventory as at 31 March 20XX:	<input type="text" value="\$ -"/>

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:	<input type="text"/>
Plus: Cost of Goods Purchased or Acquired:	<input type="text"/>
Minus: Consumption / Removals:	<input type="text"/>
Closing Inventory as at 31 March 20XX:	<input type="text" value="\$ -"/>

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 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).

**TASK AUTHORIZATION
AUTORISATION DES TÂCHES**

<p>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.</p>		<p>Contract no. – N° du contrat</p> <hr/> <p>Task no. – N° de la tâche</p>
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédié à	<p>_____</p> <p style="text-align: center;">Date</p> <p style="text-align: right;">_____ for the Department of National Defence pour le ministère de la Défense nationale</p>	
Delivery/Completion date – Date de livraison/d'achèvement		
Contract item no. N° d'article du contrat	Services	Cost Prix
	GST/HST TPS/TVH	
	Total	
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU' AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>		
<p>_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		

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.

MANDATORY EVALUATION CRITERIA

MANDATORY REQUIREMENT			REFERENCE
<p>M1. The Bidder shall provide a sample of a completed “R&O Contractor Effectiveness Report” (simulated data).</p> <p>The report shall contain, as a minimum, the provisions of A-LM-184-001/JS-001, Part 2, Para 53, Bullet A to Q.</p>			
<p>M2. The Bidder shall provide a “Repair and Overhaul Logistics Plan” in accordance with the Statement of Work for Logistic, Repair and Overhaul for Free Flow Components - Annex B, which clearly demonstrates the procedures related to the following activities:</p> <ul style="list-style-type: none"> a. Material induction (upon receipt of DND equipment). b. Work Control c. Completion of work <p>The plan shall also demonstrate how the Bidder will mitigate the risk of work stoppage or slow down of the repair line should there be a lack of any spare parts in support of the R&O services.</p>			

MANDATORY REQUIREMENT			REFERENCE
<p>M3. The bidder shall demonstrate how DND material will be protected in accordance with A-LM-184-001/JS-001, Part 1, Para 8 and shall identify the following, which will be made available for the work performed under the contract:</p> <ul style="list-style-type: none"> • owned facilities; • leased facilities; • location; • provide the description / size layout of work areas; and • storage facilities. <p>The Bidder shall demonstrate how the location of the proposed facilities will be accessible to commercial transportation to ensure that the turn around time (TAT) can be met. The Bidder shall demonstrate its facilities have an adequate and secure storage location to ensure that repairable items can be stored while being scheduled for repair and overhaul; or waiting return transportation arrangements following completion of repair and overhaul. The Bidder shall demonstrate how items that are not inside a re-usable wood or steel container will be stored in an indoor secure storage location. The Bidder shall demonstrate how items that are stored in an outside secured storage location will be protected from the elements and related damages.</p>			
<p>M4. The Bidder shall demonstrate their experience and expertise as they relate to the work that will be performed under the SOW.</p> <p>The Bidder shall demonstrate it has a minimum of three (3) continuous years of experience during the last 15 years in providing R&O services for similar items for which a bid is being submitted.</p>			

Annex E - Mandatory Evaluation Criteria

To W8486-148833

Dated: October 15th, 2013

MANDATORY REQUIREMENT			REFERENCE
<p>M5. The Bidder shall provide a Pre-Production Plan which describes, as a minimum, the production start up activities, such as ordering of parts, along with the time frame required to complete each described activities starting after award of contract.</p> <p>The Pre-Production Plan shall demonstrate how the initial turn-around time (TAT) of 90 days can be met upon receipt of the first repairable item.</p>			
<p>M6. The Bidder shall demonstrate that they have access to the Original Equipment Manufacturers (OEM) for the receipt of the specification(s) updates, service bulletins and engineering support for the work.</p>			
<p>M7. The Bidder shall provide specific qualifications and experience on the personnel expected to perform work under the contract. Including any relevancy training and experience in the area of expertise required. Your response shall include, as a minimum, qualified mechanics and in-house trained personnel.</p>			

MANDATORY REQUIREMENT			REFERENCE
<p>M8. The Bidder shall provide specific qualifications on the proposed Repair and Overhaul Manager (R&OM) expected to manage the R&O contract, including any relevancy training in the area of expertise required. The Bidder shall demonstrate how the R&OM will have the responsibility and authority to manage all aspects of the work, be able to make decisions on behalf of the Contractor and be the main interface with DND.</p> <p>The Bidder shall provide the curriculum vitae of the proposed R&OM where it shall demonstrate the following experience; a minimum of three (3) continuous years in the last eight (8) years in managing similar R&O activities as for which a bid is being submitted and a minimum of one (1) continuous year in the last five (5) years of supervisory experience.</p>			
<p>M9. The Bidder shall provide a Quality Control Plan which demonstrates how the requirements of the SOW will be met and shall include, the following:</p> <ul style="list-style-type: none"> • receiving inspection checklist; • in-process inspection checklist; • test procedure checklist; and • preservation and packaging checklist. <p>The Quality Control Plan shall demonstrate how the work to be performed, including that of sub-contractors, will be monitored for quality control and shall include the references to the Bidders Quality Assurance & Procedures Manuals.</p>			

**ANNEX F
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. (Refer to the Joint Venture section of the Standard Instructions)

