

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 TRAILER MAINTENANCE AND REPAIRS	
Solicitation No. - N° de l'invitation W8486-140392/A	Date 2014-03-04
Client Reference No. - N° de référence du client W8486-140392	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-912-64777	
File No. - N° de dossier hp912.W8486-140392	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-04-15	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Pearson, Neil	Buyer Id - Id de l'acheteur hp912
Telephone No. - N° de téléphone (819) 956-3976 ()	FAX No. - N° de FAX (819) 953-2953
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div>Specified Herein Précisé dans les présentes</div>	

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution
Vehicles & Industrial Products Division
11 Laurier St./11, rue Laurier
7A2, 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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
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. Applicable Laws
6. Environmental Considerations
7. Improvement of Requirement During Solicitation

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions
2. Section I: Technical Bid
3. Section II: Financial Bid
4. Section III: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Technical Evaluation
3. Financial Evaluation
4. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses
12. Inspection and Acceptance
13. Controlled Goods Program
14. Controlled Goods
15. Shipping Instructions
16. Release Documents - Distribution
17. Post Contract Award Meeting
18. Progress Review Meeting (PRM) & Technical Review Meeting (TRM)
19. Progress Reports
20. Tools and Loose Equipment
21. Spare Parts Availability
22. Material
23. Design Changes
24. Packaging

Attachments

- Annex "A" - Statement of work for the repair and maintenance of trailers;
Appendix 1 - Coating Application Plan
Annex "B" - Logistic Statement of Work
Annex "C" - Pricing;
Annex "D" - Mandatory Technical Evaluation Criteria
Annex "E" - Mandatory Technical Evaluation Criteria Questionnaire
Annex "F" - Federal Contractors Program for Employment Equity - Certification

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

2.1 Canada has a requirement for Repair Services for the Support of the Heavy Transport Trailer Fleet (15 to 35 ton) including Painting, Inspections, Repairs, Modifications, and materials for the period of performance from date of contract to March 31, 2017 with two irrevocable one year options to 31 March 2019.

2.2 Irrevocable options identified in Annex "C"- Pricing.

2.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

2.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum period identified in Annex "C"- Pricing.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Bids

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

3. Former Public Servant

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

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

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

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

Former Public Servant in Receipt of a Pension

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

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

a.name of former public servant;

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

a.name of former public servant;

b.conditions of the lump sum payment incentive;

c.date of termination of employment;

d.amount of lump sum payment;

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

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

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

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

4. Enquiries - Bid Solicitation

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

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

5. 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.

6. 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:

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- Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
 - Offerors / suppliers 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.

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications and Additional Information (2 hard copies)

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 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.

2. Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Bidders must complete and submit by the bid closing date and time the following;

- 1) Annex “E” - Mandatory Technical Evaluation Criteria Questionnaire;

2.1 Substitutes and Alternatives

Bidders may propose substitutes and alternatives where "shall^(E)" is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work).

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

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

2.1.2 Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance by the Technical Authority if:

- (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
- (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

2.1.3 In conducting the evaluation of bids, Canada may, but will have no obligation to request the bidder offering a substitute and/or an alternative, to provide a copy of the alternative standard and to demonstrate, at the bidder's sole cost, that it is equivalent to the technical requirement.

3. Section II: Financial Bid

Bidders must submit their prices in Annex “C” - Pricing in accordance with the Basis of Payment described in **Part 6 - RESULTING CONTRACT CLAUSES**, at **Clause 6.1 Basis of Payment**.

3.1 SACC Manual Clauses

C3011T	Exchange Rate Fluctuation	2010-01-11
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4. Section III: Certifications

Bidders must submit the certifications required under **PART 5 - CERTIFICATIONS**.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

2. Technical Evaluation

2.1 The purpose of the technical evaluation is to determine if the goods and/or services offered meet all mandatory technical requirements outlined in the documents enumerated hereafter and as required in **Section I - Technical Bid of Part 3 -BID PREPARATION INSTRUCTIONS:**

- Annex “E” - Mandatory Technical Evaluation Criteria Questionnaire; and
- Annex “D” - Mandatory Technical Evaluation Criteria; and
- Annex “A” - Statement of Work for the repair and maintenance of trailers.

3. Financial Evaluation

3.1 The purpose of the financial evaluation is to determine the aggregate price, based on the information submitted in Annex “C” - Pricing.

3.2 Aggregate Price Calculation

Bids will be evaluated on an aggregate price basis for items 001 to 003 for all years.

3.2.1 To determine the price for items 001 calculation will be as follows:

- a) The firm hourly rate quoted for each year will be multiplied by the estimated hours per year; and
- b) The sum of each year will be added together.

3.2.2 To determine the price for items 002 and 003 calculation will be as follows:

- a) The firm percentage rate quoted for each year for each item will be multiplied by the estimated dollars per year per item; and

b) The sum of each year will be added together.

3.2.3 To determine the aggregate price for all items calculation will be as follows:

a) The prices for item 001 obtained in 3.2.1 b) above will be added to the prices for items 002 and 003 obtained in 3.2.2 b) above; and

b) The result of 3.2.3.a) above will be the total price for all items.

3.3 Item 004 will not be included in the financial evaluation.

4. Basis of Selection

4.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory requirements 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 associated information 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 in carrying out any of its obligations under the contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions 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 Employment and Social Development Canada (ESDC) - 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 (F) 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.

1.3. Controlled Goods

1.3.1. As the resulting contract will require the production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program and registration is carried out as follows:

- (a) When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
- (b) When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- (c) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor

must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

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

- 1.3.2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

PART 6 - RESULTING CONTRACT

1. Security Requirement

There is no security requirement applicable to this contract.

2. Requirement

2.1 The Contractor must carry out Repair Services for the Support of the Heavy Transport Trailer Fleet including Painting, Inspections, Repairs, Modifications and materials in accordance with the "Technical Statement of Work" attached hereto as Annex "A" and Logistics Statement of Work attached hereto as Annex "B".

2.2 This Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

**AUTHORITY TO CARRY OUT WORK IS NOT, AND SHALL NOT BE
CONSTRUED AS, AUTHORITY TO PROCEED WITH WORK WHICH
WILL RESULT IN EXCEEDING THE FINANCIAL LIMITATION OF
THIS CONTRACT.**

2.3 Task Authorization for Repair services;

2.3.1 The Contractor shall provide Repair and Overhaul services, including painting, inspections, repairs, modifications and materials to support Heavy Transport Trailer Fleet in accordance with these terms and conditions and the Technical Statement of Work attached hereto as Annex "A" and Logistics Statement of Work attached hereto as Annex "B".

2.3.2 The Procurment Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form.

2.3.3 The Contractor must provide the Procurment Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

2.3.4 A Task Authorization (DND 626) will be issued outlining the Work requirements, providing the target dates for the deliverables, including the types of reports required and indicating a financial limit based on the estimates provided by the Contractor. The

Contractor will only undertake the Task(s) upon receiving a duly signed DND 626 from the PA or CA. Each form DND 626 will include a Statment of Work unless the tasking can be sufficiently described on the DND 626.

2.3.5 The Contractor must not commence work until a TA signed by the Procurement Authority or Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2035 (2014-03-01) General Conditions - Services (High Complexity), apply to and form part of the contract.

3.2 Supplemental General Conditions

4012 (2012-07-16) Supplemental General Conditions - Goods (High Complexity), apply to and form part of the contract.

4. Term of Contract

4.1 Period of Contract

This contract will be for a period commencing date of contract award to March 31, 2017 , with an irrevocable option to extend the term of the Contract up to March 31, 2019.

4.2 Option to extend the Contract

The Contractor hereby grants to Canada an irrevocable option to extend the term of the Contract by two (2) years at the prices and rates for the option period contained in the Basis of Payment and under the same terms and conditions. This option may be exercised in whole or in multiple parts with respect to time or scope of work provided that the aggregate of all exercises does not exceed two (2) years.

The Contracting Authority may exercise this option at any time by sending a written notice to the Contractor at least 60 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:

Huda Dahir
Supply Specialist
Public Works and Government Services Canada -
Acquisitions Branch
LEFT Directorate, HP Division,
7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau
Quebec, K1A 0S5
819 956-1702
819 953-2953
E-mail: huda.dahir@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:

Name: _____ (To be inserted by PWGSC at time of contract award.)
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

National Defence Headquarters
Attention: DLP

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____

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:

Name: _____ (To be inserted by PWGSC at time of contract award.)
Title: _____
Organization: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____

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

5.4 Contractor's Representative

Name and telephone number of the person responsible for :

Program Manager

Name: _____ (To be inserted by bidder.)
Title: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____

The Contractor must assign a Program Manager who must have overall responsibility for all maintenance and R&O support functions on behalf of the Contractor. The Program Manager must be the central point of contact between the Contractor and DND.

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of their obligations under the Contract, the Contractor will be paid as follows and as detailed in Annex "C"- Pricing.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

6.2.1. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____. Applicable Taxes included.

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

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

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date,
- (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all approved TAs, inclusive of any revisions, whichever comes first.

6.2.4. If the notification is for inadequate contract funds, the Contractor must

provide to the Contracting Authority, a written estimate for the additional funds Required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$100,000.00, applicable Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.4 Minimum Work Guarantee - All the Work - Task Authorizations

6.4.1. In this clause,

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

"Minimum Contract Value" means 90%.

6.4.2. 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 6.4.3. 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.

6.4.3. 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.

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

6.5 Funding by Fiscal Year

Despite the Total Estimated Cost (Limitation of Expenditure) specified in the Contract, and unless otherwise authorized in writing by the Contracting

Authority, the maximum amount which may be paid for work completed in the period ending 31 March of the year specified is as follows:

Year 1 Period of Contract award to 31 March 2015: \$ _____
 Year 2 Period of 1st April 2015 to 31 March 2016: \$ _____
 Year 3 Period of 1st April 2016 to 31 March 2017: \$ _____
 Option Year 1 Period of 1st April 2017 to 31 March 2018: \$ _____
 Option Year 2 Period of 1st April 2018 to 31 March 2019: \$ _____.

6.6 SACC Manual Clauses

H1001C Multiple Payments

2008-05-12

7. Invoicing Instructions

- 7.1 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. Suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

Each invoice must be supported by:

- (a) a copy of the release document and any other documents as specified in the Contract;

- 7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

National Defence Headquarters
 Mgen George R. Pearkes Bldg
 101 Colonel By Drive
 Ottawa, Canada
 K1A 0K2
 Attention:

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

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to, provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) -Labour, the AIEE 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 ESDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

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

10. 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) 2035 (2014-03-01) General Conditions - Services (High Complexity);
- (c) 4012 (2012-07-16) Supplemental General Conditions - Goods (High Complexity),
- (d) Annex "A" - Technical Statement of Work;
- (e) Annex "B" - Logistic Statement of Work
- (f) Annex "C" - Pricing
- (g) Annex "F" - Federal Contractors Program for Employment Equity - Certification
- (h) the Contractor's bid dated _____

11. SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2008-05-12
C2800C	Priority Rating	2011-05-16
C2801C	Priority Rating - Canadian Contractors	2011-05-16
D3010C	Dangerous Goods/Hazardous Products	2007-11-30
A3025C	Proactive Disclosure of Contracts with Former Public Servants	2013-03-21
D5510C	Quality Assurance Authority (DND) Canadian Based Contractor	2011-05-16
D5515C	Quality Assurance Authority (DND) for Foreign & US Based Contractors	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5604C	Release Documents - Foreign based Contractor	2008-12-12
D5605C	Release Documents - US based Contractors	2010-01-11
D5606C	Release Documents - Canadian-based Contractors	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

12. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

13. Controlled Goods Program

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

13.2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the

required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

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

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

14. Controlled Goods

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

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

- 15.1 Delivery will be FCA Free Carrier at the Contractor's Canadian facility or Contractor's Canadian distribution point, 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.
- 15.2 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 15.3.

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

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

15.4 Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.

15.5 The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

15.6 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.

15.7 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.

16. Release Documents - Distribution

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

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

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

Attention: DLP:

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

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

17. Post-Contract Award Meeting

Within ten (10) working days of the receipt of the contract, the Contractor must contact the Technical Authority to determine the details of a post contract award meeting. The meeting will be held at the Contractor's plant_____ (specify location). Please note that the travel and living expenses for Government Personnel will be arranged and paid for by the Canada. The crown reserves the right to carry out the Post-Contract Award Meeting via teleconference.

18. Progress Review Meeting (PRM) & Technical Review Meeting (TRM)

Ideally PRMs and TRMs should be held at least once a year at the contractor's facilities or at a locatin selected by the TA. The following guideline must be applied:

- (a) The contractor must prepare an agenda 15 calendar days pripor to each PRM and TRM, which includes the Contractor, DND and the Contracting Authority items;
- (b) Meeting must be held at the discretion of DND (TA/PA). Other meetings may be held at the discretion of the Contract Authority.

- (c) Minutes of the meeting must be taken by the contractor and submitted for DND approval within 15 calendar days following the meeting; and
- (d) Format of the minutes will be at the TA's discretion.

19. Progress Reports

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

Each progress report must address the following questions:

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

20. Tools and Loose Equipment

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

21. Spare Parts Availability

The contractor must ensure that spare parts required to properly maintain and repair the complete vehicle covered by this specification will be available for purchase by the Department of National Defence, or its authorized agents, for a period of **10 years**.

22. Material

Material supplied must be new unused and of current production by manufacturer.

23. Design Changes

The "Design Change, Design Deviation and Waiver Procedure" as defined in National Defence Standard D-02-006-008/SG-001 must apply.

Solicitation No. - N° de l'invitation

W8486-140392/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hp912

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8486-140392

hp912W8486-140392

24. Packaging

The methods used for preservation and packaging must be in conformity with the contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.



NOTICE

This documentation has been reviewed by the technical authority and does not contain controlled goods.

AVIS

Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées.

13 JANUARY 2014

STATEMENT OF WORK

FOR

REPAIR AND MAINTENANCE OF MILITARIZED TRANSPORT TRAILERS

1.0 General – The Department of National Defence (DND) requires repair and overhaul services to perform inspection, mechanical and electrical repair and maintenance and body repair and painting of transport trailers and components.

1.1 List of Equipment – The equipment to be serviced is the militarized fleet of transport trailers including but not limited to the following make/models:

- (a) Knight 15 Ton PLS NSN 2330-21-901-5949;
- (b) BWS 15 Ton PLS NSN 2330-21-901-5949;
- (c) Arne's 35 Ton low bed NSN 2330-21-904-9134;
- (d) Sheltema 45 Ton low bed NSN 2330-21-920-0047; and
- (e) Durabody 30 Ton flat bed NSN 2330-20-000-7573.

1.2 Instructions – The following instructions shall be applied to this Statement of Work:

- (a) Requirements, which are identified by the word “shall”, are mandatory. Deviations will not be permitted;
- (b) Requirements identified by “shall^(E)”, are mandatory, however the Technical Authority will consider alternatives for acceptance as a Technical Authority Approved Equivalent(s);
- (c) Requirements identified with a “will” define actions to be performed by the Crown and require no action/obligation on the Contractor's part;

Annex A Statement of Work for Repair and Maintenance of Militarized Transport Trailers

- (d) Where “shall”, “shall^(E)”, or “will” are not used, the information provided is for guidance only;
- (e) In this document “provided” shall mean “provided and installed”;
- (f) Where a standard is specified and the Contractor has offered an equivalent, that equivalent standard shall be provided, upon request;
- (g) Where certification is required, the Contractor shall provide the certification or acceptable proof; and
- (h) Contractors shall complete the Mandatory Technical Evaluation Criteria as outlined at Annex E.

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

- (a) “Technical Authority” (TA) is the government official responsible for technical management of this requirement. The Technical Authority is the Director Support Vehicles Program Management (DSVPM);
- (b) “Technical Authority Approved Equivalent” means a standard, or component type which has been evaluated by the Technical Authority and determined to meet the specified requirements for form, fit, function, and performance; and
- (c) “Proof of Compliance” is defined as an unaltered document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software. The document shall provide detailed information on each performance requirement and/or specification. Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications shall be provided. The certificate shall detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.

2.0 Requirement

2.1 Scope of Work

- (a) The Contractor shall provide workshop capabilities and inspect, repair and maintain mechanical and electrical systems and sub-components in accordance with the requirements in paragraph 2.2 below;

Annex A Statement of Work for Repair and Maintenance of Militarized Transport Trailers

- (b) The Contractor **shall** provide workshop capabilities and conduct body repairs and paint application in accordance with the requirements in paragraph 2.3 below; and
- (c) The contractor **shall** provide a detailed Coating Application Plan in accordance with the requirements outlined at Appendix 1.

2.2 Mechanical and Electrical

2.2.1 General

- (a) The Contractor **shall** carry out only the work as identified in the Task Authorization (DND 626);
- (b) The Contractor **shall** provide all parts and materials necessary to perform the work;
- (c) The Contractor **shall** ensure all replacement parts and materials used for the repairs are unused and are in new condition;
- (d) The Contractor **shall**^(E) use replacement parts produced by the original equipment manufacturer; and
- (e) The Contractor **shall** not use any materials or install any replacement parts for which their shelf life has expired.

2.3 Body and Paint

2.3.1 General

- (a) All equipment assemblies and surfaces **shall** be thoroughly cleaned so that all parts are free of oil, grease, dirt, salt, scale and other foreign matter;
- (b) The cleaning agents and processes used **shall** be environmentally friendly and not harm or degrade the base materials;
- (c) All information, marking and warning decals **shall** be removed and replaced with new decals;
- (d) All information, marking and instruction decals provided **shall** be in bilingual format (English and French) or use international ISO symbols as defined by SAE J1362;
- (e) All “stick-on”, non-skid surfaces **shall** be removed and replaced with new material in order to restore the original effectiveness of the surfaces;
- (f) All lap joints and crevices that could hasten corrosion **shall** be sealed/caulked using a durable sealant compatible with the primer and topcoat prior to the application of the topcoat;

Annex A Statement of Work for Repair and Maintenance of Militarized Transport Trailers

- (g) All rubber and plastic components, hoses, electrical harnesses and connectors shall be protected throughout the repair process and prior to applying the coating system;
- (h) All surfaces whose intended function would be impaired by painting shall not be painted or be subjected to overspray;
- (i) All sub assemblies shall be coated with primer and one layer of topcoat prior to final assembly;
- (j) Upon assembly of all subcomponents, each trailer shall be cleaned, prepared, masked and subsequently have a layer of topcoat applied to the complete assembly;
- (k) All stencilled lettering and symbols on the outside of the trailer shall be re-stencilled and repainted after the topcoat cures using a flat black paint (colour 37030 in accordance with FED STD 595) that is compatible with the topcoat;
- (m) Ensure that chromed, polished and mill finished surfaces are not utilized in order to render the same colour finish; and
- (n) All trailers and/or components shall be painted using either commercial coating system or a military coating system as described in paragraphs 2.3.3.1 and 2.3.3.2 respectively unless otherwise requested.

2.3.2 Body Repair

- (a) Legislated essential and DND data plates including decals identifying the vehicle VIN, the National Safety Mark and the NATO Stock Number shall be preserved and protected from damage throughout the complete repair process;
- (b) Mechanical and electrical components shall be removed or otherwise protected to ensure that they are not damaged during the body repair process;
- (c) Once the trailer assembly is cleaned and sandblasted, the complete unit shall be inspected for distortion, welds, cracks, perforations or any other damage;
- (d) All damage found during the inspection shall be repaired with new base materials using original manufacturing processes;
- (e) All material used in the body repair, including but not limited to metal plates, metal extrusions and welding rods shall^(E) be the same as was used during the original manufacturing process; and
- (f) Plastic filler system products /materials shall not be used in any instances to repair body damage;

Annex A Statement of Work for Repair and Maintenance of Militarized Transport Trailers

2.3.3 Painting

2.3.3.1 Commercial Coating System – The Contractor shall comply with the following process:

- (a) All equipment and/or parts shall be painted in accordance with industry standard practices for good quality and workmanship, rendering a smooth appearance free of runs and sags, and surface roughness and/or overspray;
- (b) The coating system shall^(E) consist of a metal conditioner, an epoxy primer and at least two applications of the topcoat;
- (c) Products used as part of the coating system shall be compatible and be applied in accordance with the manufacturer's instructions; and
- (d) The major assemblies, frame and parts shall^(E) be painted using the OEM standard colors.

2.3.3.2 Military Coating System

- (a) All equipment and/or parts shall be painted with a two part, water dispersible polyurethane topcoat;
- (b) The topcoat shall be a military, Chemical Agent Resistant Coating (CARC);
- (c) The topcoat color shall be a flat green color 34094 in accordance with Fed-Std-595;
- (d) The topcoat system used shall^(E) be from one of the following manufacturers and consist of their stated components:
 - i. Sherwin Williams:

Component A (Base)	F93G504 or F93G502
Component B (Curing Agent)	V93V502
 - ii. Hentzen Coatings:

Component A (Base)	07131GWU
Component B (Curing Agent)	07170CMU
 - iii. Spectrum Coatings:

Component A (Base)	WU2K-500
Component B (Curing Agent)	WU2K-BX75
- (e) All surfaces shall be prepared and primed in accordance with the recommendations of the selected topcoat manufacturer.

Annex A Statement of Work for Repair and Maintenance of Militarized Transport Trailers

- 3.0 Reports** - The Contractor shall compile and maintain records on its provision of services under all Task Authorizations and provide progress reports to the TA on a quarterly basis. Details for the report will be outlined in DND's 626 form.
- 4.0 Warranty** - The Contractor shall warrant the repairs to be free from defects in workmanship, omission of effort, labour, material defect, including, new components and/or reconditioned components for a 6-month period. The warranty period shall begin on the date of delivery or at the date the acceptance takes place. The work or any part of the work found to be defective or non-conforming will be returned to the Contractor's facilities for repair or replacement or making good.

COATING APPLICATION PLAN

1.0 Coating Application Plan - After award and prior to commencement of coating application, the contractor and the coating applicator (if applicable) **shall** meet with the coating manufacturer(s) to determine the methods and materials to be used in both commercial and military coating application.

1.1 The contractor **shall** produce a Coating Application Plan including the following information:

- (a) Materials/suppliers to be used;
- (b) Sequence and timing (where relevant) of primer and coating applications;
- (c) Suitability assessment of contractor coating equipment;
- (d) Surface preparation, coating application techniques, thickness and timing;
- (e) Anti-corrosion preparations and coatings, including compatibility (if applicable);
- (f) CARC coating system compatibility with:
 - i. Non-skid surface products;
 - ii. Rock guard/surface protection coatings (if utilized);
 - iii. Corrosion prevention primers/coating (if utilized); and
 - iv. Sealant compounds (if utilized).
- (g) Test sample and quality assurance plan; and
- (h) Criteria for rejection.

1.2 **Approval** - The contractor **shall** submit a Coating Application Plan to the Technical Authority for approval before initiating work on Task Authorizations (DND 626). The Technical Authority approval **shall** be received prior to commencement of coating;

1.3 **Workmanship** - When visually inspected, the finished top coatings **shall** be a smooth, continuous, adherent film, which is free of

such surface imperfections as runs, sags, blisters, orange peel, blushing, streaks, craters, blotches, brush marks, fish eyes, seediness or pinholes;

1.4 **Inspection** - The QAR may verify the application of the coating system in accordance with MIL standards referenced in this document and the Coating Application Plan; and

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

Note: Chemical Agent Resistant Coating is a controlled good until applied and cured or pot life expired. Access to controlled goods is subject to the Defence Production Act. Contractors are hereby advised that only persons who are registered, exempt or excluded under the Controlled Goods Program are lawfully entitled to examine, possess or transfer controlled goods. The company applying the coating shall be registered with the CGP prior to contract award. Information and forms for registration are available at:

http://www.cgp.gc.ca/cgrp/text/cgrp/form_registration-e.asp

Contact can be made by:

Telephone at: 1-866-333-2477 (Toll free)

Facsimile at: 1-613-948-1722

E-mail at: ncr.cgp@pwgsc.gc.ca

LOGISTICS STATEMENT OF WORK for MAJOR Equipment for REPAIR and OVERHAUL

LOGISTICS <i>(Generic)</i> STATEMENT OF WORK for MAJOR Equipment for REPAIR and OVERHAUL <i>Issued on authority of the Assistant Deputy Minister (Material)</i> <i>(ADM(Mat))</i> OPI: DMPP4-4 2009-09-02 Record of Changes				Table of Contents 1.0 GENERAL 1.1 AIM 1.2 EXTENT OF WORK 2.0 ADMINISTRATION 2.1 RECEIPT 2.2 DISCREPANCIES IN RECEIPTS 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 N/A 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 PUBLICATIONS 11.0 CONTRACTOR USE OF DND EQUIPMENT / PUBLICATIONS 12.0 STOP REPAIR ACTION 13.0 OFFICE SERVICES 14.0 MINUTES OF MEETINGS 15.0 PLANT SHUTDOWN / VACATION PERIOD 16.0 REPORTS 16.1 N/A 16.2 N/A 16.3 ACCIDENT/INCIDENT REPORTS 16.4 ANNUAL CONTRACTOR HELD INVENTORY REPORT ANNEX A & B – CONTRACTOR-HELD INVENTORY REPORTING REQUIREMENTS & TEMPLATES
Identification of Changes		Date Entered	Signature	
Ch. #	Date			

FOREWORD

This Statement of Work (SOW) is distributed on the authority of ADM(Mat). It will be distributed as required, internally to ADM(Mat's) Staff engaged in raising Repair and Overhaul (R&O) Procurement Instrument (PI).

This SOW contains generic statements for use by the Procurement Authority (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).

This 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. **Interchangeability:** 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 interchangeability must be extended to include internal characteristics such as wave forms and components layout in order to ensure full compatibility with automatic test equipment software and automatic probing.
- d. **Serviceable Condition:** The condition of an equipment which allows it to be used, shipped or held in stores without being subjected to any limitations not applicable to new equipment; and
- e. **Reliability and Maintainability:** The definitions of MIL STD-721 will apply.

2.0 ADMINISTRATION

2.1 RECEIPT

2.1.1 On receipt of Major (A Class) equipment, the Contractor shall check the completeness of the major equipment against the appropriate check lists and the consignor's issue voucher, and report any discrepancy to the consignor with an information copy to the National Defence Quality Assurance Representative (NDQAR) and the Procurement Authority. The Contractor shall, within three working days of receipt of equipment, notify NDHQ/DSCO 3-5-3, as applicable, by message stating the applicable Supply Transfer Order/Vehicle Movement Order (QTO/VMO/BMO) message, type and model, serial number(s) and date of receipt.

2.2 DISCREPANCIES IN RECEIPTS

2.2.1 If upon initial inspection, the Contractor identifies equipment as having same form, fit and function as other equipment but as being misidentified. A discrepancy in shipment can consist of any of the following:

- a. Stock code identification
- 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 (SHC) 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 SHC Change Notification:

Contractor Notification

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 major 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. 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 N/A

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 DND. 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...;

- c. 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, identified by NSN shall be brought on charge (BOC) to the CRPA, in accordance with Part 3 of A-LM-184-001/JS-001.

8.11.2 If required, and with the approval of the Procurement Authority, 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 PUBLICATIONS

10.1 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.

10.2 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.

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

11.0 CONTRACTOR USE OF DND EQUIPMENT/PUBLICATIONS

11.1 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.

12.0 STOP REPAIR ACTION

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

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 01 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 Priority Repair Requests (PRRs). 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 N/A

16.2 N/A

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 ANNUAL CONTRACTOR HELD INVENTORY REPORT

16.4.1 The contractor will be required to report annually to the PA on the value of 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 considered 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, if 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

PART B

REPAIRABLE TEMPLATE

INPUT / OUTPUT REPAIRABLE INVENTORY REPORT

FOR THE YEAR ENDING 31 MARCH 20XX

Opening Inventory as at 1 April 20XX:

Plus: Cost of Goods Purchased or Acquired:

Minus: Consumption / Removals:

Closing Inventory as at 31 March 20XX:

\$ -

NOTES

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

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

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

PART B

CONSUMABLE TEMPLATE

INPUT / OUTPUT CONSUMABLE INVENTORY REPORT

FOR THE YEAR ENDING 31 MARCH 20XX

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

NOTES

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

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

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

PART C

ADDITIONAL INFORMATION REQUESTED FOR YEAR END REPORTING

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

NOTES

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

ANNEX "C " - PRICING
W8486-140392/A

Definitions:

- (a) "Year 1" means the period from date of contract to March 31, 2015;
"Year 2" means the period from April 1, 2015 to March 31, 2016;
"Year 3" means the period from April 1, 2016 to March 31, 2017;
"Option Year 1" means the period from April 1, 2017 to March 31, 2018; and
"Option Year 2" means the period from April 1, 2018 to March 31, 2019.
- (b) Hourly Rate means a firm hourly rate to be charged for each hour worked and prorated for any period less than an hour.
- (c) Laid-Down Cost is the cost incurred by a supplier to acquire a specific product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the applicable taxes.
- (d) Mark-up includes applicable purchasing expense, internal handling and general and administrative expenses plus profit.
- (e) Rates / Markups in Canadian Dollars, FCA Free Carrier, Incoterms 2000 at Contractors Canadian facility.

ITEM 001. For performance of Repair, Inspection, Paint and Modifications on an as-and-when requested basis the firm hourly rates as detailed below:

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
(\$/hour)	_____	_____	_____	_____	_____

Estimate level of effort of 2800 hours per year.

ITEM 002. For Contractor Furnished Material, laid down cost plus firm mark-ups (on laid down cost) as detailed below, upon embodiment:

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
CFM Markup	_____	_____	_____	_____	_____
(% of laid down cost)					

Estimate level of Material \$185,000 dollars per year.

ITEM 003. For Subcontract Work, laid down cost plus firm markups (on laid down cost) as detailed below:

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Subcontract Mark-up (% of laid down cost)	_____	_____	_____	_____	_____

Estimate level of subcontract \$105,000 dollars per year.

**THE ESTIMATED HOURS AND DOLLARS REFLECTED HEREIN ARE
ESTIMATES ONLY FOR EVALUATION PURPOSES.**

ITEM 004 IS NOT EVALUATED

ITEM 004. Applicable taxes extra, as applicable.

MANDATORY TECHNICAL EVALUATION CRITERIA

- 1.0 Instructions** – The following instructions **shall** be used in the interpretation of this part of the evaluation:
- (a) Bidder **shall** address, in written narrative, all subjects covered under the Mandatory Technical Evaluation Criteria detailed below. Responses consisting of a simple statement of compliance or lacking narrative should be avoided;
 - (b) Bidder **shall** complete the “Response to Mandatory Technical Evaluation Criteria” form (Annex E) by providing the information requested; and
 - (c) Bidder may refer to another portion of their bid if it is already referenced in the bid.
- 2.0 Company Profile**
- (a) **Work Experience:** The bidder **shall** provide details of contracts related to inspection, repairs, and maintenance of at least two models of heavy transport trailers. The bidder **shall** provide the following information:
 - i. Client name;
 - ii. List of make and model;
 - iii. Copy of final invoice; and
 - iv. Reference letter.
- 3.0 Facility** – The bidder **shall** demonstrate that they have the work facility and storage area, to work on two or more pieces of equipment at a time and adequate secure storage space for equipment awaiting repairs or waiting return arrangements following completion of repairs. The bidder **shall** be able to house in a secure storage area, three or more pieces of equipment at a time. The bidder **shall** provide the following:
- (a) Description of work facilities and of the storage area that will be used in the performance of the work; and
 - (b) Layout of work facilities and of the storage area that will be used in the performance of the work.
- 4.0 Personnel** – The bidder **shall** provide:

(a) The specific qualifications of personnel expected to perform work under the contract, including relevant details of training and experience in the area of technical expertise required. The response shall include qualified technicians, mechanics, welders, and other qualified personnel. All applicable required provincial certifications shall be demonstrated.

(b) A resume of the education and work history of the lead mechanic involved in the specified work (certificates, licence photocopy and license number) shall accompany the bid. The lead mechanic shall have valid provincial or territorial journeyman's mechanic licence to work on the equipment listed in the Province or Territory of the facility with at least a minimum of five years of technical expertise working on equipment type referenced herein, including at least a minimum of two years of supervisory experience; and

(c) A resume of the education and work history of certified welder(s) in the Province or Territory of the facility who shall perform all welding related to this contract (certificates, photocopy of licence shall accompany the bid). The Company and the welder(s) shall be certified to CSA Standards by the Canadian Welding Bureau (CWB) and the bidder shall provide a copy of current CWB letters of validation.

5.0 Sub-Contracting – If applicable, the bidder shall provide details for the sub-contracting plan, including details of the work to be sub-contracted and monitoring procedures for quality and delivery. The bidder shall be responsible to ensure that subcontractor's meet the requirements of this contract.

RESPONSE TO MANDATORY TECHNICAL EVALUATION CRITERIA

1.0 Instructions - The bidder shall complete the following questionnaire and return it with the bid. **Note:** Each of the following points relate to the paragraph in Annex A.

2.0 Company Profile	Provided	Reference Proposal Page
----------------------------	-----------------	--------------------------------

(a) Previous contract information	No ___ Yes ___	_____
-----------------------------------	----------------	-------

3.0 Facility

(a) Description of the work areas and of storage facilities	No ___ Yes ___	_____
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(b) Layout of work areas and the Storage facilities	No ___ Yes ___	_____
---	----------------	-------

4.0 Personnel

(a) Specific qualifications of personnel	No ___ Yes ___	_____
--	----------------	-------

(b) Resume and history of lead mechanic	No ___ Yes ___	_____
---	----------------	-------

(c) Resume and work history of Certified welder(s)	No ___ Yes ___	_____
--	----------------	-------

(d) Copy of current CWB letters of validation	No ___ Yes ___	_____
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5.0 Sub-Contracting

(a) Sub-Contracting plan (if applicable)	No ___ Yes ___	_____
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ANNEX “F” to PART 5 - BID SOLICITATION

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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-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 ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-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 ESDC-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)