

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> R&O OF SOFT WALLED SHELTERS & EQUIP	
<b>Solicitation No. - N° de l'invitation</b> W8486-141042/A	<b>Date</b> 2014-08-20
<b>Client Reference No. - N° de référence du client</b> W8486-141042	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PR-707-65569	
<b>File No. - N° de dossier</b> pr707.W8486-141042	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-09-22</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Elder, Sylvie	<b>Buyer Id - Id de l'acheteur</b> pr707
<b>Telephone No. - N° de téléphone</b> (819) 956-3830 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5454
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> 25 CFSD Montreal 6363 rue Notre-Dame E. Montreal, QC H1N 2E9	

**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**

Clothing and Textiles Division / Division des vêtements et  
des textiles  
11 Laurier St./ 11, rue Laurier  
6A2, Place du Portage  
Gatineau, Québec K1A 0S5

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

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W8486-141042/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr707

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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## **R&O OF SOFT WALL SHELTERS & EQUIPMENT**

### **PART 1 - GENERAL INFORMATION**

#### **1. SECURITY REQUIREMENT**

There is no security requirement associated with this bid solicitation.

#### **2. REQUIREMENT**

The contractor will provide repair, overhaul, modification, conversion, upgrade and/or reduction to spares and other support services for the equipment and associated components in accordance with the statement of works (Annexes A and B). Work to be conducted includes but is not limited to :

- a. Repair , overhaul, modification, conversion, upgrade (if applicable) and reduction to spares; and
- b. Special investigation and technical studies (SITS); and
- c. Technical investigation and engineering services (TIES) ; and
- d. Field representation (FSRs); and
- e. Submission of reports; and
- f. Meetings , as appropriate; and
- g. Storage (as applicable)

#### **3. DEBRIEFINGS**

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

#### **4. TRADE AGREEMENTS**

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

### **PART 2 - BIDDER INSTRUCTIONS**

#### **1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2014-06-26) 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) calendar days

Insert: one hundred and twenty (120) calendar 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. ENQUIRIES - BID SOLICITATION**

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

Bidders must reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care must 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.

### **4. APPLICABLE LAWS**

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

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

### **5. TECHNICAL DATA**

In order to receive Technical Data Packages against this solicitation, bidders must provide the following details with their request:

- Company Name
- Complete mailing & physical address (P.O. box numbers not acceptable)
- Area code and telephone number
- Contact name
- E-mail address
- Solicitation Number & Closing Date

and send their request (by facsimile message or e-mail) to the following:

E-mail : sylvie.elder @tpsgc-pwgsc.gc.ca

**OR**

Facsimile Number: 819-956-5454

### **6. SPECIFICATIONS AND STANDARDS**

#### **6.1 United States Military Specifications and Standards**

The Bidder is responsible for obtaining copies of all United States (US) military specifications and standards which may be applicable to the requirement. These specifications and standards are available commercially, or may be obtained by visiting the US Department of Defense Website, at the following address:

<http://dodssp.daps.dla.mil/> .

#### **6.2 Canadian General Standards Board (CGSB) - Standards**

A copy of the CGSB Standards referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board

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Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5740  
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

## **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 (3 hard copies)
- Section II - Financial Bid (1 hard copy)
- Section III - Certifications (1 hard copy)

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

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

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

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

To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### 3) Green Initiatives (for PWGSC information only)

Bidders are requested to provide details of their policies and practices in relation to the following initiatives:

- environmentally responsible manufacturing;
- environmentally responsible waste disposal;
- waste reduction;
- packaging;
- re-use strategies;
- recycling.

#### **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 (Part 4, paragraph 1.1.1 and 1.1.2) .

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### 1.1 Exchange Rate Fluctuation

C3011T      2013/11/06      Exchange Rate Fluctuation

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. EVALUATION PROCEDURES**

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

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

### **1.1 TECHNICAL EVALUATION**

#### **1.1.1 MANDATORY TECHNICAL CRITERIA**

The evaluation will be comprised of the following stages:

Stage 1 : Evaluation of mandatory requirements

Stage 2: Evaluation of Point rated criteria

Stage 3: Financial evaluation

Stage 4: Overall ranking and final selection

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

#### **Stage 1: Evaluation of Mandatory Requirements**

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

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

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

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

Check-off Tables and signature blocks are provided under Certifications in Part 5 of this document.

**1.1.1 MANDATORY TECHNICAL CRITERIA****1.1 Quality Assurance**

a) The bidder must submit a copy of their quality assurance plan with the bid. The plan must be in the same format that will be used after contract award.

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

1.	The job description must reflect direct responsibility with respect to performing quality assurance work.	<b>M</b>
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2.	The job description must reflect an Organization Chart showing the position of the QA representative in your organization.	<b>M</b>
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c) The Bidder must provide an in-house office to the DND QA representative.

1	Propose an office type facility that could satisfy the requirement imposed by a DND QA representative needed in performing his/her duties while at the contractor's facility.	<b>M</b>
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**1.2 Company Experience**

The company and facilities at which the work will be performed must have directly related experience including contracts for work on manufacture and/or repair and overhaul of military tentage. The narrative provided must include a list of all contracts and background details to establish capabilities regarding volume, quality and expertise.

1	The Bidder must provide a brief description of the company and its production capability. The description must state the number of year's experience (minimum 2 years) in the manufacture and/or repair of military tents/shelters, the number of permanent employees, and any relevant data that will provide an accurate overview of the company.	<b>M</b>
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**1.3 Capability**

The Bidder must provide a flow chart showing how it intends to monitor the Repair and Overhaul process to ensure that the turn around time of 45 days is met. The flow chart must detail the processes and timeline for each work task (cleaning, inspection, repair and preparation for delivery).

1	The Bidder must provide a realistic and detailed flow chart to meet the 45 day turn	<b>M</b>
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	around time in accordance with the Log SOW (Logistic Procedure A-LM-184-001/SJ-001).	
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#### 1.4 Logistical Procedures

The Bidder must comply with all logistic procedures as described in A-LM-184-001/SJ-001. Bidder must refer to A-LM-184-001/SJ-001 for further logistical procedures. A copy will be provided.

1	The Bidder must adhere to the logistic procedures as described in A-LM-184-001/SJ-001.	<b>M</b>
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#### 1.5 Compliance with Certification

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

1.	The Bidder is required to state and indicate that they will comply with this mandatory requirement.	<b>M</b>
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#### 1.1.2 POINT RATED CRITERIA

##### Stage 2: Evaluation of Point Rated Criteria

Bidder's responses to point rated criteria will be evaluated on the extent to which they meet the requirements. For each Bid that has proceeded to Stage 2, Canada will review, and score the information provided by the Bidder in response to the Point Rated Criteria provided below. Some of the criteria's in stage 2 has a minimum mark to reach which must be met by the bidder in order to qualify for the total bid evaluation.

##### 1.1 Point Rated Criteria

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

Item	Criteria	Points
1	Organization and Personnel	20
2	Facility	30
3	Risk Management	20
4	Sub-Contracting	10
5	Cost & Control	10
6	Technical data Management	10

<b>TOTAL POINTS</b>	<b>100</b>
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##### 1.2 Scoring methodology for rated criteria

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

##### 1. Organization and Personnel ( Max 20 points – Must Achieve Minimum 10 Points)

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

1.	The Bidder provided the company's and team's organization chart and identifies a PM with a minimum of two (2) years experience in R&O contracts.	10
2.	The Bidder provided the company's and team's organization chart and identifies a PM with a minimum five (5) years experience in R&O contracts.	15
3.	The Bidder provided the company's and team's organization chart and identifies a PM with a minimum five (5) years of experience in R&O contracts of which a three (3) years have been in tentage R&O contracts.	20

## 2. Facility (Max 30 Points – Must Achieve Minimum 20 Points)

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

The Bidder must identify their owned/leased facilities and location where the work will be performed which includes a description, size and layout of work areas, storage facilities and a list of machinery, repair, tooling and test equipment that will be available for work to be performed at the time of contract award. The Bidder must include a sketch showing the layout of the work and storage areas as well as placement of all of the equipment used for R&O.

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

1	The Bidder proves with photographs it has a facility area of 4,000 to 8,000 sq. ft and a minimum list of machinery consisting of fabric welding, grommet machines, sewing machines, cutting tables and inspection area.	20
2	The Bidder proves with photographs it has a facility area of more than 8,000 sq. ft. and has multiple fabric welding, grommet machine, sewing machines, cutting tables and inspection area.	30

## 3. Risk Management Plan (Max 20 Points - Must Achieve Minimum 10 Points)

The Bidder must provide a risk management plan that addresses the risks inherent in the program, and includes a risk assessment, risk probability, risk severity and mitigation. The Plan must include how the risks will be managed through the contract and the frequency of update.

1	The Bidder has the basic knowledge of risk issues and understands the risk involved in an R&O contract	10
2	The Bidder understands the risks in an R&O contract, and has prioritized the risk with a risk mitigation plan.	15
3	In addition to the information the Bidder provided in item 2 above, they have demonstrated a risk mitigation plan currently implemented on another R&O Contract.	20

## 4. Sub-contracting (Max 10 Points)

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

1	The Bidder stated the risks associated with managing the subcontracting process in addition to identifying names and roles of its subcontractors.	5
2	The Bidder stated the risks associated with managing subcontractors and cited past experience in resolving or mitigating the issues and provides names and roles of its subcontractors.	7.5
3	The Bidder stated the risks based on cited past experience in resolving or mitigating the issues and also has submitted minimal "<30% of the work" use of subcontractors in the production plan or has no plans to use subcontractors	10

#### 5. Cost and Control (Max 10 points)

The Bidder must indicate how costs and scheduled control of the R&O, modifications and additional tasks will be met and managed.

1.	The Bidder provided details of the interrelationship between the company cost accounting system and the cost control system, as described in A-LM-184-001/SJ-001.	2
2.	The Bidder explained capability of collecting and segregating actual costs on an ongoing basis.	5
3.	The Bidder provided details of the interrelationship between the company cost accounting system and the cost control system, and of how costs and scheduled control of the R&O, modifications and additional tasks will be met and managed.	7.5
4.	The Bidder provided details of the work to be managed and the interrelationship between the tasks and various role of personnel involved in cost control process.	10

#### 6. Technical Data Management (Max 10 points)

The Bidder must demonstrate that it has the capability to handle and update technical data for the contract.

1.	The Bidder has the capability but does not have any in-house technical data capability, and uses Subcontractors for this requirement.	5
2.	The Bidder has in-house technical data capability.	10

## 2. FINANCIAL EVALUATION

### 1. Stage 3: Financial Evaluation

#### 1.2 Mandatory Financial Evaluation Criteria

The financial proposal submitted by the Bidder must be as per the Bidder's Annex C. All rates quoted are to be all inclusive.

The evaluated price of the Bid will be determined as follows:

#### 1.1 Labour Cost

1. Determine the weighted average cost for all categories as listed in Annex C for the first 2 firm years: (Cost for all categories) x (weight in %)
  - a. R&O: This category accounts for 95% of the total evaluation and is broken down as follows:
    - Inspection (20% of R&O): Bidder to provide a fixed inspection cost
    - Cleaning (20% of R&O): Bidder to provide a fixed cleaning cost

- Repair (50% of R&O): Bidder to provide a fixed repair cost for all items listed in Annex C (The total sum of all items will be an average cost)
- Packaging (5% of R&O): Bidder to provide a fixed packaging cost
- BER (5% of R&O): Bidder to provide a fixed BER cost
- b. SITS: Bidder to provide an hourly rate. Accounts for 2 % of the evaluation.
- c. TIES: Bidder to provide an hourly rate. Accounts for 2 % of the evaluation.
- d. FSR: Bidder to provide an hourly rate. Accounts for 1 % of the evaluation.

The sum of all weighed cost per category will determine the Total Labour Weighted Cost of Annex D.

### **1.2 Maximum Expenditure Limitation**

When submitting their fixed cost on the bid evaluation for the repair portion of the R&O, bidders cannot exceed the MEL per item as described in Appendix 1.

### **1.3 SACC MANUAL CLAUSE**

A9033T 2012/07/16 Financial Capability

## **2. BASIS OF SELECTION**

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive.

### **Stage 4 : Overall ranking and final selection**

The proposal that meets all the required technical aspects for this solicitation and is offering the lowest quoted price (using the formula of the Annex D) will be recommended for contract award.

## **3. CONTRACT FINANCIAL SECURITY**

1. If this bid is accepted, the Bidder may be required to provide contract financial security, after the bid closing date and within 10 calendar days from receipt of a written request from the Contracting Authority.
  - (a) a security deposit as defined in clause "Security Deposit Definition" in the amount of up to ten percent (10%) of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may, as its discretion, accept another offer, issue a new bid solicitation, award a contract or reject all the bids.

## **4. SECURITY DEPOSIT DEFINITION**

1. "security deposit" means
  - (a) a bill of exchange that is payable to the Receiver General for Canada, and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) a Government guaranteed bond; or
  - (c) an irrevocable standby letter of credit, or
  - (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
  - (a) any corporation or institution that is a member of the Canadian Payments Association;

- (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
- (c) a credit union as defined in paragraph 137(6) the *Income Tax Act*;
- (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canadian province or territory; or
- (e) the Canada Post Corporation.

3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- (a) payable to bearer;
- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the *Domestic Bonds of Canada Regulations*;
- (c) registered in the name of the Receiver General for Canada.

4. "irrevocable standby letter of credit"

(a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,

- (i) will make a payment to or to the order of Canada, as the beneficiary;
  - (ii) will accept and pay bills of exchange drawn by Canada;
  - (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
  - (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
- (b) must state the face amount which may be drawn against it;
- (c) must state its expiry date;
- (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

## **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**

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pr707W8486-141042

Buyer ID - Id de l'acheteur  
pr707  
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## 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.labor.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labor.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, when the Contract is valued at \$1,000,000 and above, Applicable Taxes included.

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

## 1.3 CANADIAN CONTENT CERTIFICATION

### SACC MANUAL CLAUSE

A3050T                      2010/01/11                      Canadian Content Definition

### CANADIAN CONTENT CERTIFICATION

This procurement is limited to Canadian goods.

The Bidder certifies that:

(    )    the services offered are Canadian services as defined in paragraph 2 of clause A3050T.

### CANADIAN CONTENT CERTIFICATION

This procurement is limited to Canadian goods.

Plant location : \_\_\_\_\_

## 2. CERTIFICATIONS REQUIRED WITH THE BID

- a) Compliance to Statement of Work ,Annex A and Logistic Statement of Work, Annex B
- b) Signatures

Check -off tables and signature blocks are provided below for each Annex.

### A. COMPLIANCE CHECK - OFF

#### 1.1.1 Mandatory Requirements of the SOW, Annex A

Mandatory Requirements	Check-off
We hereby certify that we will comply with all of the elements of the SOW, Annex A, Statement of Work	

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for the Repair and Overhaul (R&O) of Soft Walled Tactical Shelters

**1.1.2 Mandatory Requirements of the Logistics SOW, Annex B**

Mandatory Requirements	Check-off
We hereby certify that we will comply with all of the elements of the Logistics SOW, Annex B, Logistics Statement of Work for Free Flow Soft Walled Tactical Shelters	

**B. SIGNATURES**

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

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

2. The Bidder hereby certifies it has the ability to meet or perform in accordance with A-LM-184-001/SJ-001.

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

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

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

**PART 6 - RESULTING CONTRACT CLAUSES**

**1. SECURITY REQUIREMENT**

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There is no security requirement associated with this requirement.

## **2. STATEMENT OF WORK**

The Contractor must fulfil the requirement in accordance with the description below, Annex C - Basis of Payment, Annex B - Statement of Work (SOW) for Repair and Overhaul (R&O) of Soft Walled Tactical Shelters and Annex B- Logistics Statement of Work for Repair and Overhaul of Soft Walled Tactical Shelters.

### **2.1 Requirement**

On an as and when requested basis, the Contractor will provide repair, overhaul, and/or reduction to spares and other support services for the equipment and associated components in accordance with the Statement of Work (Annexes A and B). Work to be conducted includes, but is not limited to:

- a. repair, overhaul, and reduction to spares; and
- b. Special Investigation and Technical Studies (SITS); and
- c. Technical Investigation and Engineering Services (TIES); and
- d. Field Service Representation( FSRs)
- e. Submission of Reports
- f. Meetings as appropriate
- g. Storage (as applicable)

### **2.2 Minimum Work Guarantee**

1. In this clause,

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

"Minimum Contract Value" means \$10,000.

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

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

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

### **2.3 Definitions of Extent of Work**

The following definitions apply:

Repair:

The identification and correction of those specific defects that degrade the performance of an item causing it to function below the specifications;

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, upgrades and/or conversion from one variant to another; and the rework of components as necessary;

**Special Investigation and Technical Studies (SITS):**

An investigation or study associated with the repetitive failure of a specific item within a repair and overhaul line and is not normally applicable to fleet wide studies or investigations. It will apply to equipment not meeting specification standards or due to repetitive failures; and

**Inter-changeability:**

Following repair, the article must remain fully interchangeable (fit, form and function) with articles catalogued under the same reference number, part number and of the same modification status.

**2.4 Applicable Specifications**

As detailed at Annexes A and B.

**3. TASK AUTHORIZATIONS**

The Work or a portion of the 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.

**3.1 Task Authorization Process:**

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

The administration of the Task Authorization process will be carried out by DLP 3-4-2. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.

The Contractor must provide the Procurement Authority, within 15 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.

The Contractor must not commence work until a TA authorized by the Procurement 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.

**3.1.1 Procedures for SITS/TIES and FSRs/Storage**

**Repair:**

The Contractor must repair and overhaul only those items for which they have received authorization in accordance with the relevant section of A-LM-184-001/JS-001 and as detailed in Annex B. The Contractor will also conform to the direction contained in A-LM-184-001/JS-001 as applicable and such other Supply procedures as may be advised from time to time in the demanding, handling, packaging,

storing, and recording etc. of GSM and stores in their possession. Repair/overhaul priorities will be maintained as per information provided in the Selection Notice and Priority Summary (SNAPS).

**Special Investigations and Technical Studies (SITS), Technical Investigation and Engineering Support (TIES), Field Service Representatives (FSR)/ Storage :**

Services on an as-and-when requested basis in accordance with this contract and the attached Statement of Work may be authorized by the Procurement Authority only. Such authorization will be via the issue of a duly executed Task Authorization using form DND 626. This document will be prepared by the Procurement Authority on the basis of work schedules and budget agreed to between the Contractor, its subcontractors and the Procurement Authority and forwarded to the Contractor. The threshold for each DND 626 is \$100,000.00 (GST/HST included) including amendments. Tasks over this limit will be sent to the Contracting Authority for review and signature in the PWGSC block on the 626 prior to release to Contractor.

Each DND 626 task will authorize the funds, estimated by the Procurement Authority in consultation with the Contractor, necessary for the completion of the specific task.

If at any time during the work it becomes evident that the authorized level of expenditure will be exceeded, the Contractor must immediately submit a revised funding estimate to the Procurement Authority and await further instructions from the Procurement Authority. Under no circumstances will the authorized level of the DND 626 be exceeded without prior written approval by the Procurement Authority.

**3.1.2 Turnaround Time**

Equipment will be processed expeditiously through "in plant" repair and the turnaround time will be 45 calendar days, based on a 5 day work week that will include provision for statutory holidays and/or provincial holidays from the date of receipt of a shipment. Repair priority is governed by SNAPS (Selection Notice and Priority Summary). The principle of "first-in / first-out" (FIFO), will be observed whenever possible.

**3.1.3 Urgent Requirements - Priority Repair Requests (PRR)**

The Contractor will take immediate action to satisfy urgent requirements of DND, as-and-when required by the Procurement Authority. If the Required Delivery date (RDD) cannot be met, the contractor will advise the originator and the consignee for a more realistic Estimated Delivery date (EDD). This EDD will be amended as required until the PRR is satisfied.

**3.1.4 Subcontracting**

Subcontracting by the Contractor is authorised. Subcontracts totalling in excess of fifty percent (50%) of the maximum repair cost for any equipment must be approved by the Technical Authority.

**3.1.5 Performance and Reliability**

Equipment repaired or overhauled in accordance with the terms of this contract will be produced to meet the standards of performance and reliability described in applicable technical orders and drawings.

When such standards are not described or when the standards described are considered by the Contractor to be inadequate, the Contractor will submit the standards of performance and reliability to which he proposes to repair/overhaul the equipment through the Quality Assurance Representative (QAR) to the Technical Authority.

**4. 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.

#### **4.1 General Conditions**

2035 (2014/06/26) General Conditions - Services (High complexity) apply to and form part of the Contract ; and

4007 (2010-08-16) Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information

### **5. TERM OF CONTRACT**

#### **5.1 Period of Contract**

The period of performance of the contract will be for a period of two (2) years from Contract Award date.

#### **5.2 Option To Extend Contract**

The Contractor grants to Canada the irrevocable option to extend the period of the Contract by up to three (3) additional one (1) year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with applicable provisions as set out in the Basis of Payment.

Canada may exercise the 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 formal contract amendment.

#### **5.3 Preparation for Delivery**

Preparation for Delivery must be in accordance with A-LM-184-001/JS-001. All equipment will leave the Contractor's facility, through a CF942 tag, in such condition as to prevent in-transit damage while being returned to the CF.

#### **5.4 Identification markings**

All equipment assemblies or components after overhaul or reconditioning will have the original markings information restored and will have the following information added immediately adjacent to the original identification markings or previous reconditioning markings:

Reconditioner's identification,  
Date of Reconditioning, and  
Work Order Number

#### **5.5 Shipping Instructions - Canada-Delivery at Origin**

1. Delivery will be FCA Free Carrier at Contractor's facility Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics coordination center by telephone, facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

For all repair and overhaul contracts where the contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border:

**Inbound Logistics Central Area (ILCA)**

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

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

Email: ILCA@forces.gc.ca

For all repair and overhaul contracts where the contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia and the National Capital Region inclusive to east of Kingston.

**Inbound Logistics Coordination Center (ILCC)**

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

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

E-mail: ilhqottawa@forces.gc.ca

For all repair and overhaul contracts where the contractor is located in Quebec.

**Inbound Logistics Quebec Area (ILQA):**

Telephone: 1-866-935-8673 (toll free), or  
1-514-252-2777, ext 4673 / 4282

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

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

For all repair and overhaul contracts where the contractor is located in Atlantic (New-Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador).

**Inbound Logistics Atlantic Area (ILAA)**

Telephone: 1-902-427-1438

Facsimile: 1-902-427-6237

Email: FLogILAA@forces.gc.ca

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

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

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

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

6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfil reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

### **5.6 Delivery destinations**

Equipment received under this contract as directed through a Repair Material Account , will be repaired /overhaul and delivered back to 25 CFSD Montreal unless otherwise advised in writing by the Procurement Authority.

### **5.7 SACC Manual Clauses**

D5510C 2012/07/16 Quality Assurance Authority (DND) - Canadian-based Contractor  
 D5540C 2010/08/16 ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q)  
 D5606C 2012/07/16 Release Documents (DND) - Canadian-based Contractor  
 D3010C 2014/06/26 Dangerous goods/Hazardous products

## **6. AUTHORITIES**

### **6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Sylvie Elder  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Commercial and Consumer Products Directorate (CCPD)  
 Clothing & Textiles Division  
 Place du Portage, Phase III, 6A2  
 11 Laurier Street  
 Gatineau, Quebec K1A 0S5  
 Telephone : 819-956-3830 Facsimile: 819-956-5454  
 E-mail address: sylvie.elder@tpsgc-pwgsc.gc.ca

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

### **6.2 Technical Authority**

The Technical Authority for this Contract is:

Department of National Defence  
 101 Colonel By Drive  
 Ottawa, Ontario  
 K1A 0K2  
 Attn: DCSEM \_\_\_\_\_ (to be advised at contract)

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

### 6.3 Procurement Authority

The Procurement Authority for the Contract is:

\_\_\_\_\_ (to be advised at contract)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Organization)

\_\_\_\_\_ (Address)

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.

### 6.4 Quality Assurance Authority

The **Quality Assurance** Authority for the Contract is:

Director General Material Systems and Supply Chain - DGMSSC

Director of Quality Assurance Authority

Department of National Defence

MGen Georges R.Pearkes Building

101 Colonel By Drive

Ottawa, Ont

K1A 0K2

Attn : DQA 4-3

Tel: 819-939-0173

Fax : 819939-0381

or his designated Quality Assurance Representative, hereafter referred to as the QAR.

Within forty-eight hours of receipt of this contract, the Contractor will contact the QAR DQA 4-3-819-939-0173.

### 6.5 Contractor's Representative

The person responsible for :

#### General enquiries

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

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

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

E-mail address: \_\_\_\_\_

**Delivery follow-up**

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

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

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

E-mail address: \_\_\_\_\_

The contractor will notify the authorities of any changes to this information for the duration of the contract.

**7. PAYMENT****7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices for repairs, as specified in Annex C. Customs duties are included and Applicable Taxes are extra.

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

For inspection, cleaning, packing ,BER and repairs, in consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm fixed rates, as specified in Annex C. Customs duties are included and Applicable Taxes are extra.

For SITS, TIES, FSR and storage, in consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm hourly rates, as specified in Annex C. Customs duties are included and Applicable Taxes are extra.

**7.2 Limitation of expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (A) when it is 75 percent committed, or
  - (B) four (4) months before the contract expiry date, or
  - (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**7.3 SACC Manual Clauses**

H1001C 2008/05/12 Multiple Payments

**8. INVOICING INSTRUCTIONS**

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

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the following address along with release document 2227 for certification and payment :

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

Attn: DLP \_\_\_\_\_

Email: \_\_\_\_\_ (to be inserted at contract award)

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

(c) One (1) copy must be forwarded to the consignee.

**8.1 Release Documents - Distribution**

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

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

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

Attention: \_\_\_\_\_

Email: \_\_\_\_\_ (to be inserted at contract award)

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

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

## 9. CERTIFICATIONS

### 9.1 **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.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and 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.

### 9.3 **SACC Manual Clauses**

A3060C 2008/05/12 Canadian Content Certification

## 10. APPLICABLE LAWS

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

## 11. PRIORITY OF DOCUMENTS

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

- a) the Articles of Agreement;
- b) the general conditions 2035 (2014/06/26), General Conditions - Services (High Complexity);
- c) Annex A and B, Statement of Work;
- d) Annex C, Basis of payment
- e) Annex E, Federal Contractors Program for Employment Equity - Certification (if applicable);
- f) the Contractor's bid dated \_\_\_\_\_

## 12. DEFENCE CONTRACT

SACC Manual Clause A9006C (2012/07/16) Defence Contract

## 13. SACC MANUAL CLAUSES

C2801C 2011/05/16 Priority Rating - Canadian-based Contractors  
 H4500C 2010/01/11 Lien - Section 427 of the Bank Act  
 C0307C 2008/05/12 Cost submission  
 C0705C 2008/05/12 Discretionary audit  
 A9116C 2007/11/30 Information Reporting by Contractor  
 A9117C 2007/11/30 Direct Request by Customer Department  
 A1009C 2008/05/12 Work Site Access

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A9016C 2011/05/16 Hazardous Waste Disposal  
A7017C 2008/05/12 Replacement of specific individuals

**14. MATERIALS: CONTRACTOR TOTAL SUPPLY**

The Contractor will be responsible for obtaining all materials required in the repairs.

**15. PROCEDURES FOR DESIGN CHANGE/DEVIATIONS**

The Contract must be subject to the Design Change Deviation Waiver Procedure, National Defence Standard D-02-006-008/SG-001.

**16. PLANT CLOSING**

The Contractor's plant closing for Christmas and Summer holidays are as follows. During this time there will be no shipments.

**2014-2015**

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_  
Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**2015-2016**

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_  
Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**2016-2017**

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_  
Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**2017-2018**

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_  
Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**2018-2019**

Christmas Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_  
Summer Holiday FROM \_\_\_\_\_ TO \_\_\_\_\_

**17. PLANT LOCATION**

Work will be performed at : \_\_\_\_\_

**18. SUBCONTRACTOR(S)**

The following subcontractor(s) will be utilised in the performance of the contract.

Name of Company: \_\_\_\_\_

Location: \_\_\_\_\_

Value of subcontract: \$ \_\_\_\_\_

Nature of subcontracting work performed: \_\_\_\_\_

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

**19. OVERSHIPMENT**

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

**20. QUALITY PLAN**

No later than 15 days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of

ISO 9001/2008 “Quality management systems - Guidelines for quality plans”. The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

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

If the Quality Plan was submitted as part of the bidding process, the Contractor must review and, where appropriate, revise the submitted plan to reflect any changes in requirements or planning which may have occurred as a result of pre-contract negotiations.

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

## **21. MEETINGS**

The Technical Authority or his delegated representatives at National Defence Headquarters and the applicable DND Quality Assurance Representative (DNDQAR) must be afforded access to the Contractor’s plant and all other premises where pertinent processes are being performed, on the same basis as afforded the representative of National Defence Headquarters, DGQA.

A post contract award meeting may be convened within twenty (20) calendar days after award of contract. Participants may include representatives of the Contractor, DND Procurement Authority, DNDQAR, Contracting Authority and the DND Technical Authority. Other meetings may be convened as required.

The Contractor is responsible for the recording and distribution of the minutes for all contract related meeting. The minutes must be sent to the Contracting Authority for acceptance prior to the distribution to all participants or as otherwise directed in the contract within ten (10) calendar days of the subject meeting. The minutes must be used only as a record of proceedings.

Progress Review Meetings will also be held to review the total Contract status as of the review date, and to present the opportunity for the resolution of all current and unresolved issues known as of that date. The review meetings will concentrate on management and contractual level issues, and will address overall program status including resource allocation, priorities, funding levels and the identification of potential risk areas.

## **22. REPORTS**

The reports required under this Contract are detailed at Annexes A and B. Particulars to be included in the reports will be detailed at Contract Award meeting

### **22.1 Unsatisfactory Condition Reports (UCRs)**

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

### **22.2 Drawings, Reports, Data**

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

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In addition to the distribution of the reports as detailed in Annexes A and B, the Contractor must submit one copy to the Contracting Authority.

## **23. SPECIFICATIONS AND STANDARDS**

### **23.1 United States Military Specifications and Standards**

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

### **23.2 Canadian General Standards Board (CGSB) - Standards**

A copy of the CGSB Standards referred to in the Contract is available and may be purchased from:

Canadian General Standards Board  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

## **24. INSPECTION AND TESTS**

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the contract requirement

The Contractor will provide at no additional cost to the price of the contract all applicable test data, all contractor technical data, test pieces and samples as may reasonably be required by the QAR to verify conformance to contract requirements. the contractor will forward at his expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control , inspection and test records that substantiate conformance to the specified requirements, including records of corrective actions, will be retained by the Contractor for three (3) years from the date of completion or termination of the contract and will be made available to the QAR upon request.

## **25. LICENSING**

The Contractor must obtain and maintain all permits, licences and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation or regulations. Upon request the Contractor will provide a copy of any such permit, license or certificate to Canada

## **26. FINANCIAL SECURITY**

1. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.

2. Where Canada so converts the security deposit:

(a) the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and

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(b) if Canada enters into a Contract to have the Work completed, the Contractor will:

- (i) be considered to have irrevocably abandoned the Work; and
- (ii) remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.

3. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.

4. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

**ANNEXA C  
BASIS OF PAYMENT**

**The Contractor is to provide costs based on fixed rates, parts mark-up, parts prices, etc.**

**Firm prices/labor rates are requested for the initial two year duration of the R&O requirement. In the event that your proposal includes escalation provisions, the following must be specified:**

- a. Category of labor
- b. Duration of labor rates
- c. Number of days advance written notice when information will be given to Canada regarding any rate increase
- d. Basis for price escalation

**For the satisfactory performance of the work/tasks as specified in this agreement, the contractor will be paid as follows:**

**In- Plant Repair:**

For all authorized repairs performed in plant (in-house) , the Contractor will be paid firm prices specified in Table 2 of this document. These firm unit prices must reflect the time, Contractor Supplied Spares (CSO) and material spent ( I ) inspecting (II) cleaning (III) packing (IV) BER. The firm fixed rate charges are subject to the "not to exceed" amount specified as the Maximum Expenditure Limitation (MEL) for the item as detailed in Appendix 1 unless otherwise authorised.

**Subcontracting of Repair Services:**

Subcontracting of Repair Services by the Contractor is authorised. All firm fix rates and labor rates under the Contract by the Contractor will include all work being done by the Subcontractor.

**Special Investigations and technical Studies (SITS):**

For authorized SITS , when tasked to do so by a duly signed and completed DND 626, the Contractor will be paid for the actual hours incurred times the applicable firm hourly rates as specified in Table 3 of this document.

For authorized direct materials embodied in-plant SITS, the Contractor will be paid the Laid Down Cost of the material plus a firm mark-up as specified in Table 6 of this document.

For authorized subcontracted SITS services, upon acceptance, the Contractor will be paid actual Laid Down Costs incurred plus a firm mark-up as specified in Table 6 of this document.

NOTE : The Laid Down Cost is the cost incurred by a supplier to acquire a specific product or service for resale to the Government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the GST/HST, Selling & General & Administrative (SG) Overhead, Overheads, Material Handling (if applicable), and Profit.

**Technical Investigation and Engineering Services (TIES)**

For authorized TIES , when tasked to do so by a duly signed and completed DND 626, the Contractor will be paid for the actual hours incurred times the applicable firm hourly rates as specified in Table 4 of this document.

**Field Service Representative (FSR)**

For authorized FSR , when tasked to do so by a duly signed and completed DND 626, the Contractor will be paid for the actual hours incurred times the applicable firm hourly rates as specified in Table 5 of this document.

**Storage Rate :**

For requirements where DND has to store equipment at the Contractor's facility for an unknown time frame, the Contractor will be paid a firm daily storage rate per commercial pallet (four feet long X four feet wide X three feet high) (see Table 7).

**Overtime Work Authorization**

Emergency repairs/work which is specifically requested to be performed at other than normal working hours will be charged at 1.5 times normal rate (see table 2) for overtime on normal days or weekends. Emergency repairs required on Statutory holidays will be charged at two times the normal rate (see Table 2). No overtime premium may be charged unless authorized in writing by the Requisition Authority.

**Repairable Beyond Economical Repair (BER)**

For authorized evaluation or reduction to spares of BER items at the Contractor's plant or subcontractor's plant, the Contractor will be paid for the actual fixed rates specified in the contract (Table 1).

**TABLE 1-FIRM FIXED COST**

The Contractor will be paid a firm all inclusive fixed rate indicated for each of the following categories.

	YEAR 1	YEAR 2
inspection		
cleaning		
packing		
BER		

**TABLE 2 -FIRM ALL INCLUSIVE FIXED COST FOR REPAIR (all inclusive parts/material/labor).**

The Contractor will be paid a firm all inclusive fixed rate indicated for each of the following items.

<b>1. Firm all inclusive fixed cost for repair (all inclusive parts / material / labor). :</b>			Year 1	Year 2
8340-21-859-3161		Tent, Front Wall 2 door, TEMS		
8340-21-859-3162		Liner, Front Wall TEMS		
8340-21-859-3164		Tent, Rear Wall Centre opening, TEMS		
8340-21-859-3165		Liner, Rear Wall TEMS		
8340-21-859-3166		Tent, Centre section, TEMS		
8340-21-859-3167		Liner, Centre section, TEMS		
8340-21-880-9882		Tent, Penthouse, Roof TEMS		
8340-21-880-9883		Penthouse, End wall, TEMS		

<b>1. Firm all inclusive fixed cost for repair (all inclusive parts / material / labor). :</b>			Year 1	Year 2
8340-21-880-9884		Penthouse, Side wall, TEMS		
8340-21-880-9885		Penthouse, Blank end, TEMS		
8340-21-880-9886		Penthouse, Porch end, TEMS		
8340-21-880-9887		Penthouse, Skirt with B/O TEMS		
8340-21-880-9888		Penthouse, Liner TEMS		
8340-21-882-6891		Tent Section, Carrefour TEMS		
8340-21-885-0889		End wall ext'd TEMS		
8340-21-885-0890		Centre section ext'd TEMS		
8340-21-885-0891		Centre liner ext'd, TEMS		
8340-21-886-4413		Breezeway Section, TEMS		
8340-21-886-4414		Breezeway, Door, TEMS		
8340-21-886-4415		Breezeway Canopy, TEMS		
8340-21-900-3921		Liner Breezeway, TEMS		
8340-21-900-3930		Interconnect tent wall, TEMS		
8340-21-902-0355		Lateral Corridor, TEMS		
8340-21-902-4164		Dual Breezeway, TEMS		
8340-21-902-4671		Interface covering, TEMS		
8340-21-905-6603		Tent Liner Carrefour, TEMS		
8340-21-907-5144		Tent Vehicle Porch, Rear wall, TEMS		
8340-21-108-0133		Shell, 5 man tent		
8340-21-108-0136		Shell, 10 man tent		
8340-21-108-0138		Liner, 5 man tent		
8340-21-108-0140		Liner 10 man tent		
8340-21-891-2464		Shell, 4 man tent		
8340-21-891-2466		Fly CAG, 4 man tent		
8340-21-897-6881		Tent Latrine,		

<b>1. Firm all inclusive fixed cost for repair (all inclusive parts / material / labor). :</b>			Year 1	Year 2
8340-21-908-2521		Shell, Ammunition tent		
8340-20-002-9558		Shell SEP tent		
8340-20-000-8783		Strap Kit		
8340-20-002-9559		Fly SEP tent		
8340-20-002-9560		Floor SEP tent		
8340-21-903-1088		Tent Majaid		
8340-21-920-5691		Tarp, 30 x 30		
8340-21-920-5751		Tarp, 18 x 24		
8340-21-920-5753		Tarp, 12 x 12		

**TABLE 3- FIRM ALL INCLUSIVE HOURLY RATES FOR SPECIAL INVESTIGATION AND TECHNICAL STUDIES (SITS).**

For authorized SITS, when tasked to do so by a duly signed and completed DND 626, the Contractor will be paid a firm all inclusive hourly rate indicated for each of the following categories:

<b>category of personnel</b>	<b>Contract period (year 1 ) Firm hourly rates (SITS)</b>	<b>Contract period (year 2) Firm hourly rates (SITS)</b>
project manager	\$	

**TABLE 4 - FIRM ALL INCLUSIVE HOURLY RATES FOR TECHNICAL INVESTIGATION AND ENGINEERING SUPPORT (TIES).**

For authorized TIES, when tasked to do so by a duly signed and completed DND 626, the Contractor will be paid a firm all inclusive hourly rate indicated for each of the following categories:

<b>Category of personnel</b>	<b>Contract period (year 1) Firm hourly rates (TIES)</b>	<b>Contract period (year 2) Firm hourly rates (TIES)</b>
Project manager	\$	

**TABLE 5 - FIRM ALL INCLUSIVE HOURLY RATES FOR FIELD SERVICE REPRESENTATIVE (FSR)**

For authorized FSRs, when tasked to do so by a duly signed and completed DND 626, the Contractor will be paid a firm all inclusive hourly rate indicated in the contract.

<b>Contract period (year 1 ) Firm hourly rates (FSR)</b>	<b>Contract period (year 2) Firm hourly rates (FSR)</b>
\$	\$

**TABLE 6 - FIRM MARKUPS (SITS)**

	Firm Markup
Subcontracted repairables	%
Contractor furnished spares	%

**TABLE 7 - FIRM DAILY STORAGE RATE**

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**Contract period (year 1 ) Firm hourly rates (FSR) Contract period (year 2) Firm hourly rates (FSR)**

<b>Contract period (year 1 ) Firm daily rates</b>	<b>Contract period (year 2) Firm daily rates</b>
\$	\$

**OPTIONS**

**1. Option Years**

If the Option Years are exercised, the labor rate will be established as detailed below. The labor rate for each Option Year will be determined using the following formula:

**1.1 Option Year 1**

Increases or decreases for labor costs must be adjusted to reflect the average change in the Consumer Price Index (CPI), CONSUME Table 281-0039 Fixed Weighted Index of average hourly earnings for all employees, excluding overtime, customized to the Region/Province in which the majority of the work is performed and limited to industrial aggregate excluding unclassified businesses. The average monthly increases/decreases for the 12 months-period six months prior to the contract end date is the factor that must be used. This change must be applied to the Firm year 2 labor rate to arrive at the Option Year 1 labor rate.

**1.2 Option Year 2**

Increases or decreases for labor costs must be adjusted to reflect the average change in the Consumer Price Index (CPI), CONSUME Table 281-0039 Fixed Weighted Index of average hourly earnings for all employees, excluding overtime, customized to the Region/Province in which the majority of the work is performed and limited to industrial aggregate excluding unclassified businesses. The average monthly increases/decreases for the 12 months-period six months prior to the contract end date is the factor that must be used. This change must be applied to the Option Year 1 labor rate to arrive at the Option Year 2 labor rate.

**1.3 Option Year 3**

Increases or decreases for labor costs must be adjusted to reflect the average change in the Consumer Price Index (CPI), CONSUME Table 281-0039 Fixed Weighted Index of average hourly earnings for all employees, excluding overtime, customized to the Region/Province in which the majority of the work is performed and limited to industrial aggregate excluding unclassified businesses. The average monthly increases/decreases for the 12 months-period six months prior to the contract end date is the factor that must be used. This change must be applied to the Option Year 2 labor rate to arrive at the Option Year 3 labor rate.

The price adjustments for year three, four and five will be made by the Contracting Authority, and will be evidence for administrative purposes only through a contract amendment.

**Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the procurement Authority through a DND 626 Task Authorisation..

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All payments are subject to government audit.

Expenses claimed for travel and living will be supported by vouchers, receipts, etc. All originals will be retained by the contractor pending verification by Canada.

Estimated costs : \$\_\_\_\_\_

**ANNEX "E" 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)

**STATEMENT OF WORK (SOW)**

**FOR**

**REPAIR AND OVERHAUL (R&O) OF SOFT WALLED TACTICAL SHELTERS**

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**APPENDIX 1 - Equipment List, Maximum Expenditure Limitation and Material Repair  
Units Estimated** **10**

**1. SCOPE**

- 1.1 Purpose. The Department of National Defence (DND) has a requirement for Repair and Overhaul (R&O) services to be performed on Canadian Armed Forces (CAF) soft walled tactical shelters material/fabric components detailed in Appendix 1 of Annex A.

This SOW defines the work effort required to perform maintenance and R&O functions. The R&O functions include, but are not limited to receipt, handling, inspection, cleaning, repairing, overhauling, modifications, conversion, upgrades, equipment configuration management, technical data management, integrated logistics and maintenance support.

- 1.2 Background. The CAF has in-service over sixteen (16) types of soft walled shelters comprised of individual material/fabric parts, as well as tactical tarpaulins. Some of these items require R&O services to maintain their serviceability, reliability, safety and functionality to support the CAF.
- 1.3 Work Detail. Work is not solely limited to the equipment detail in Appendix 1 of Annex A. There are numerous different types of tactical soft walled shelter components, and this SOW calls for work to be done on all types. Quantities and types of components may vary depending on the amount of deployed camps and usage.

**2. APPLICABLE DOCUMENTS**

- 2.1 Documents. The following documents form part of this SOW.

Table 1 – Documents

Document ID	Description
A-LM-184-001/JS-001	SPECIAL INSTRUCTION FOR REPAIR AND OVERHAUL CONTRACTORS
C-87-010-000/TP-001	GENERAL REPAIRS FOR TENTAGE AND TARPAULINS
CFTO C-02-015-001/AG-000	UNSATISFACTORY CONDITION REPORTS

- 2.2 Precedence of Documents. In the event of a conflict between the text of this SOW and the reference stated, the SOW will take precedence.
- 2.3 Discrepancies. The Contractor will notify the Technical Authority (TA) of any discrepancies discovered between the referenced documents, this SOW, and the equipment undergoing maintenance or R&O. If the discrepancies jeopardize the completion of the R&O function, they shall be dealt with on a priority basis.
- 2.4 Applicability. The documents referenced in Table 1 will be provided to the Contractor upon request and may be used in their entirety for equipment familiarization information. Repair parts numbers contained in the document may not be current, and it is the Contractor's responsibility to verify all parts information.

### 3.0 REQUIREMENTS

- 3.1 General. The Contractor shall perform R&O on an as and when requested basis on this equipment to equal or better than original performance parameters. The intent is that only repairable items will be provided for maintenance repair action. The R&O shall be performed in accordance with this SOW, administrative documents, A-LM-184-001/JS-001 R&O Manual, and the Quality Assurance requirements such that the CAF will be provided with functional, safe and reliable soft walled tactical shelters. All parts and material shall be as per DND drawings. The Contractor shall provide repair fabrics, findings and attachments in accordance with respective specifications and drawings provided in Table 1 and Appendix 1 of Annex A. Any changes to the equipment, equipment configuration, or design shall be approved by the TA, and executed IAW the SOW.
- 3.2 Maximum Repair Cost. R&O contract for the repair portion of the Soft Walled Tactical Shelters consist of fixed costing instead of hourly labour rates. Therefore, the Maximum Repair Cost does not apply.
- 3.3 Minimum and Maximum Repair Units. The minimum number of equipment processed may be nil, the forecasted quantity is dependant upon the quantity in service and operational status. Appendix 1 of Annex A defines current estimated forecast and will be updated annually by the TA.
- 3.4 Repair/Condemn Decisions. In the event that equipment is deemed un-repairable, the Contractor shall present all relevant data to the Technical Authority for decision in accordance with Logistics SOW. The Technical Authority through the Procurement Authority will respond in one of the following four ways:
1. Proceed with the repairs;
  2. Proceed with the repairs with written authorization to exceed the fixed repair cost;
  3. Condemn the equipment and return it to the Canadian Forces Supply System (CFSS); or
  4. Condemn the equipment with authorization to remove and reuse serviceable parts (cannibalize).
- 3.5 Provision of Material
- 3.5.1 Contractor Supplied Parts/Material. The Contractor shall be responsible to provide the repair parts required, including the locating of sources for the required parts. In the event that an original part is no longer available, and the Contractor determines that a replacement part will serve with respect to fit, form and function, and reasonable cost, then the use of that part shall be documented as per paragraph 3.9 below.
- 3.5.2 Government Supplied Materiel. Canada does not intend, in most cases, to provide material to the Contractor. At the request of the Contractor, the Government may, if

available, provide the material and/or assistance in locating material sources. If the Government provides repair parts to the Contractor, the value of the parts shall included in the fixed repair cost of the item for which the material is intended. The Contractor shall provide suitable storage facility and insurance to protect all government supplied materials, including but not limited, to equipment, spares, Technical Data Package (TDP), documentations, software, and specialty tools, etc. The Contractor is responsible to provide all tools and equipment necessary to perform the work. Once a year the Contractor shall report Contractor Held Inventory (CHI) as detailed in Annex B.

- 3.5.3 Contractor Furnished Parts/Materiel. In support of urgent requirements the Contractor shall be responsible to provide parts/material on an as is and when requested basis that will be detailed in a DND 626 tasks. The contractor may be requested to provide Technical assistance as per para 3.9 below.
- 3.6 Extent of Repair and Overhaul
- 3.6.1 Cleaning. All repairable components shall be cleaned free of soil and contaminants. They shall also be dried to prevent any mildew.
- 3.6.2 Mechanical. All mechanical systems such as zippers, findings and straps shall be inspected and repaired as required in accordance with DND drawings. Defective components shall be repaired or replaced.
- 3.6.3 Safety. All systems/components affecting the safety of the user/operator or those affecting hazardous operation of the equipment shall be inspected and tested for correct operation. Defective components shall be repaired or replaced. All warning decals, labels and data plates shall be clear and legible.
- 3.6.4 Fabric. All repairs shall be performed in accordance with C-87-010-000/TP-001 General Repairs for Tentage and Tarpaulins. Authorized fabric materials are listed within the Appendix 1 drawings of Annex A.
- 3.7 Technical Investigation and Engineering Support (TIES)/ Special Investigation and Technical Studies (SITS)/ Field Service Representatives (FSRs) and Storage. The Contractor provides TIES/SITS/FSR/Storage services within Canada such as investigations, studies, special testing (or work of similar nature), the use of expert specialized technical assistance (eg, training requirements, integrated logistics support, manual and technical data updates, etc) and storage (if required) on an as and when requested basis to DND as detailed in an approved DND 626. Request for TIES work may originate from the Contractor, or be communicated by DND TA to the Contractor. Recommendations regarding cost reduction, product improvement, failure investigation be submitted in proposal format to DND, and shall include cost of the work proposed, justification for the work and the business case to support the work. DND will evaluate the proposals and accept or reject them. If the proposal is accepted by DND the work can only be authorized through the use of a DND 626 form. Contractors are cautioned that no work be performed or payment made by Canada without an approved DND 626.

- 3.8 Communication and Technical Assistance. The Contractor shall provide communication capability that can transmit text and image files concerning repair, overhaul, reports and other project documentations over the Internet among its centres of operation to the TA office and the CAF field units. The Contractor shall also provide e-mail and telephone technical assistance services, 0800 to 1600 EST Monday through Friday with qualified technical personnel, to provide quick response on technical issues from the TA.
- 3.9 Documentation. In the event any changes to the equipment configuration, integrated logistics support, and/or operating and maintenance procedures are required as a result of parts replacement or equipment modification, the Contractor shall inform the TA, in writing, of all the necessary changes to the equipment technical data package (TDP), the Integrated Logistics Support (ILS) documentation, and to the spare parts cataloguing systems.
- 3.10 Packaging. The Contractor shall package the components in accordance with Chapter 9, A-LM-184-001/JS-001. Packaging shall also comply with health, safety and pest control regulations. The Contractor shall ensure that all equipment leaves the Contractor's facility in such condition as to prevent in-transit damage while being returned to DND. The Contractor shall ensure equipment is packaged to prevent damages during transportation and handling.
- 3.11 Reports. Reports shall be provided as detailed in Annex B Logistics SOW. However, a repair status report is to be provided on a monthly report basis and a "Contractor Held Inventory Report" shall be provided NLT 31 March of each year as detailed in the Logistics SOW.
- 3.12 Meeting. The Contractor shall be responsible for the drafting and promulgation of the agenda and minutes for the meeting. Meetings will be convened to review technical, contractual and procedural requirements, and will be held at the Contractor's facilities, with representatives of the Contractor, the Department of national Defence and Public Works and Government Services Canada. All meetings must be at no additional cost to Canada.
- 3.13 Meeting Following Contract Award. The Contractor shall contact the Contracting Authority to schedule the meeting within (15) calendar days after contract award. The meeting shall take place within 4 weeks after contract award.
- 3.14 Progress Meetings. Progress Meetings shall take place as and when required, at Canada's discretion.
- 4.0 QUALITY ASSURANCE**
- 4.1 Quality Assurance Representative (QAR). All stages of the R&O procedures shall be subject to inspection by a Government QAR. QAR shall monitor for best industrial

practices and shall have the authority to stop work if poor practices or dangerous conditions are noted and cannot be resolved on-site.

- 4.2 Test and Inspection. Each repaired/overhauled component shall be inspected and meet or exceed standard industrial methods. The Contractor shall prepare an inspection report in DND approved format. A copy of the report shall be sent electronically to the TA with the components and a copy retained for the TA. All completed equipment shall be visually inspected for security of components and hazardous conditions. All deficiencies shall be noted and repaired.
- 4.3 Preservation. Preservation techniques for shipping and potential long term storage of soft walled tactical shelter components shall be conducted as per manufacturer's recommendations and procedures.

## 5.0 MANAGEMENT

- 5.1 Project Management. The Contractor shall provide project management on this contract. The Project Manager have the responsibility and authority to manage all aspects of the work and be able to make decisions on behalf of the company. The Contractor , through effective implementation of the Project Management Program and its associated programs, ensure that all services being delivered fully meet all requirements of the Contract and that all requirements are traceable to the repair/overhaul equipment. The Contractor's Project Manager be the primary point of contact between the Contractor and the DND Technical Authority (TA) and Procurement Authority (PA) for all issues related to the Contract.
- 5.2 Record of Decisions Meetings as detailed in the Logistics SOW may be called at the request of either the Contractor or the TA as required. The Contractor shall prepare Minutes of the Meeting, in an agreed upon format, to record issues discussed and decisions made during the project meeting. Contractor shall deliver a finalized set of Minutes to the TA within ten days after the project meeting
- 5.3 Requests for Technical Information / Assistance All requests for technical information and/or assistance be directed to the Technical Authority, or to his/her delegated Life Cycle Materiel Manager (LCMM) as directed

## 6.0 DELIVERABLES

- 6.1 Repaired Material. The TA shall advise the final destination of all repaired material (Main delivery location is 25 CFSD Montreal). Items returned shall be accompanied by a properly filled out and signed CF 942/ CF 942A material condition tag/label IAW A-LM-184. The CF 942 tags will be provided to the Contractor from the QAR.
- 6.2 Scrap. All scrap materiel shall be handled in accordance with A-LM-184-001/JS-001 (unless otherwise authorized by TA).

- 6.3 Documentation. One copy of the R&O bill of material (BOM) shall be attached with the equipment for shipment. The service record shall include a complete list of replaced and reconditioned parts installed and tabulated list of R&O procedures performed on the equipment.

Appendix 1

**Equipment List, Maximum Expenditure Limitation and Material Repair Units Estimated**  
**Forecast**

**TEMS / Welding**

NSN	Drawing Data Lists	Description	Forecast 14/15	Forecast 15/16
8340-21-859-3161	DL 385241	Tent, Front Wall 2 door, TEMS	550	550
8340-21-859-3162	DL 371881	Liner, Front Wall TEMS	35	35
8340-21-859-3164	DL 385242	Tent, Rear Wall Centre opening, TEMS	300	300
8340-21-859-3165	DL 371896	Liner, Rear Wall TEMS	29	29
8340-21-859-3166	DL 385233	Tent, Centre section, TEMS	1850	1850
8340-21-859-3167	DL 371886	Liner, Centre section, TEMS	200	200
8340-21-880-9882	DL 8290667	Tent, Penthouse, Roof TEMS	1	1
8340-21-880-9883	DL 8290650	Penthouse, End wall, TEMS	5	5
8340-21-880-9884	DL 8290698	Penthouse, Side wall, TEMS	1	1
8340-21-880-9885	DL 8290681	Penthouse, Blank end, TEMS	1	1
8340-21-880-9886	DL 8290687	Penthouse, Porch end, TEMS	1	1
8340-21-880-9887	DL 8290684	Penthouse, Skirt with B/O TEMS	1	1
8340-21-880-9888	DL 8290708	Penthouse, Liner TEMS	1	1
8340-21-882-6891	DL 8490123	Tent Section, Carrefour TEMS	10	10
8340-21-885-0889	DL 8090221	End wall ext'd TEMS	6	6
8340-21-885-0890	DL 8090172	Centre section ext'd TEMS	8	8
8340-21-885-0891	DL 8090173	Centre liner ext'd, TEMS	1	1
8340-21-886-4413	DL 8390203	Breezeway Section, TEMS	3	3
8340-21-886-4414	DL 8390316	Breezeway, Door, TEMS	1	1
8340-21-886-4415	DL 8390201	Breezeway Canopy, TEMS	4	4
8340-21-900-3921	DL 8676250	Liner Breezeway, TEMS	1	1
8340-21-900-3930	DL 8483767	Interconnect tent wall, TEMS	1	1
8340-21-902-0355	DL 8690442	Lateral Corridor, TEMS	1	1
8340-21-902-4164	DL 8690354	Dual Breezeway, TEMS	1	1
8340-21-902-4671	DL 8481452	Interface covering, TEMS	1	1
8340-21-905-6603	DL 0575269	Tent Liner Carrefour, TEMS	5	5
8340-21-907-5144	DL 8990066	Tent Vehicle Porch, Rear wall, TEMS	1	1

**Arctic / 4 Man / Sewing**

NSN	Drawing Data Lists	Description	Forecast 14/15	Forecast 15/16
8340-21-108-0133	DL 386581	Shell, 5 man tent	44	44
8340-21-108-0136	DL 386583	Shell, 10 man tent	50	50
8340-21-108-0138	DL 386580	Liner, 5 man tent	44	44
8340-21-108-0140	DL 386582	Liner 10 man tent	50	50
8340-21-891-2464	DL 8490209	Shell, 4 man tent	6	6
8340-21-891-2466	DL 8490221	Fly CAG, 4 man tent	4	4

8340-21-897-6881	DL 8790069	Tent Latrine,	1	1
8340-21-908-2521	DL 8676407	Shell, Ammunition tent	1	1

**Speciality**

NSN	Drawing Data Lists	Description	Forecast 14/15	Forecast 15/16
8340-20-002-9558	DL 0575092	Shell SEP tent	1	1
8340-20-002-9559	DL 0575077	Fly SEP tent	1	1
8340-20-002-9560	DL 0575093	Floor SEP tent	1	1
8340-21-903-1088	N/A	Tent Majaid	5	5
8340-21-920-5691	DL 9877764	Tarp, 30 x 30	1	1
8340-21-920-5751	DL 9877764	Tarp, 18 x 24	1	1
8340-21-920-5753	DL 9877764	Tarp, 12 x 12	1	1

**LOGISTICS**  
**STATEMENT OF WORK**  
**for**  
**FREE FLOW**  
**SOFT WALLED SHELTERS**  
**for**  
**Repair and Overhaul**

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APPENDIX 1 & 2 – CONTRACTOR-HELD INVENTORY REPORTING REQUIREMENTS & TEMPLATES

1.0 GENERAL

1.1 AIM

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

1.2 EXTENT OF WORK

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

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

## 2.0 ADMINISTRATION

### 2.1 RECEIPT

2.1.1 Upon receipt of DND equipment, the Contractor shall:

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

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

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

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

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

### 2.2 DISCREPANCIES IN SHIPMENTS

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

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

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

### 2.3 COMPLETION OF WORK

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

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

#### Contractor Certification

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

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

(Contractor QC)

### 3.0 WORK CONTROL

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

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

- h. repair cost estimate; and
- i. the identity of the person opening the work order.

3.2 The Contractor shall provide to the NDQAR, and as necessary amend, a list of Contractor personnel authorized to open work orders.

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

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

#### **5.0 COST CONTROL**

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

#### **6.0 COSTING RECORDS**

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

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

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

#### **7.0 MAINTENANCE SUPPORT**

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

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

## 7.2 MOBILE REPAIR PARTIES (MRPs)

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

There are two types of MRP:

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

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

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

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

by signing Appendices C and D to the aforementioned NDID/CFTO. This service shall be accomplished to the satisfaction of the site Commanding Officer, his authorized representative, or NDHQ as directed.

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

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

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

7.3.1 Unless specifically identified within the contract, equipment Turn-Around-Time (TAT) to a serviceable state shall be achieved in 45 Calendar days. TAT is defined as that period of time from "date of receipt to date item is reported serviceable". Repair priority is governed by the SNAPS. The principle of "first-in / first-out" (FIFO), shall be observed whenever possible.

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

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

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

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

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

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

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

## 8.0 SUPPLY SUPPORT

### 8.1 TRANSACTION DOCUMENTATION

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

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

### 8.2 CONTRACTOR SUPPLY ACCOUNTING

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

### 8.3 MANAGEMENT OF DND-OWNED SPARES

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

8.3.2 Spares shall be used in the following order:

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

#### **8.4 SPARES REVIEW**

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

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

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

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

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

#### **8.5 STOCKTAKING**

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

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

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

#### **8.7 EMBODIMENT FEES**

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

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

## 8.8 LOSS OR DAMAGE TO DND MATERIEL

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

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

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

## 8.9 SCRAP - CUSTODY & DISPOSAL

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

## 8.10 PRESERVATION AND PACKAGING FAILURE

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

## 8.11 REUSABLE CONTAINERS

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

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

## 8.12 TRANSPORTATION

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

### **8.13 CUSTOMS & EXCISE**

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

### **9.0 WARRANTY CONSIDERATION**

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

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

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

### **11.0 STOP REPAIR ACTION**

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

### **12.0 PUBLICATIONS**

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

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

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

### **13.0 OFFICE SERVICES**

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

forms, reports and correspondence, relating to the movement, accounting, storage, repair, overhaul, quality control and investigation of materiel covered by this contract.

#### 14.0 MINUTES OF MEETINGS

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

#### 15.0 PLANT SHUTDOWN/VACATION PERIOD

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

#### 16.0 REPORTS

##### 16.1 MRP PROGRESS REPORTS

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

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

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

##### 16.3 ACCIDENT/INCIDENT REPORTS

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

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

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

**16.5 ANNUAL CONTRACTOR HELD INVENTORY REPORT**

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

**Appendix I > Contractor-Held Inventory Reporting Requirements**

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

**Part A**

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

*Notes:*

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

**Definitions:**

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

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

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

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

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

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### **Part B**

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

*Notes:*

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

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### **Part C**

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

The following information is requested:

1. Description of the activities performed under the Repair and Overhaul (R&O) contract(s) supported by the inventory holdings if not supplied on the Part A spreadsheet (such as R&O on Hercules engines);
2. How often stocktaking is performed on the contractor holdings of DND owned inventory;
3. Date of last stocktaking;

ANNEX B  
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4. The accounting method used by the contractor to value the inventory reported first-in-first-out (FIFO), last-in-first-out (LIFO), historical cost or moving weighted average;
5. Is this a sub-contractor to another company? If so, who?
6. DND and contractor point of contact for the inventory report as at 31 Mar 20XX

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

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

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

**NOTES**

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

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

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

**PART B** CONSUMABLE TEMPLATE  
INPUT / OUTPUT CONSUMABLE INVENTORY REPORT  
FOR THE YEAR ENDING 31 MARCH 20XX

Opening Inventory as at 1 April 20XX:	
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).



Appendix 1

**Equipment List, Maximum Expenditure Limitation and Material Repair Units Estimated Forecast**

**TEMS / Welding**

NSN	Drawing Data Lists	Description	MEL	Forecast 14/15	Forecast 15/16
8340-21-859-3161	DL 385241	Tent, Front Wall 2 door, TEMS	\$ 350.00	550	550
8340-21-859-3162	DL 371881	Liner, Front Wall TEMS	\$ 190.00	35	35
8340-21-859-3164	DL 385242	Tent, Rear Wall Centre opening, TEMS	\$ 370.00	300	300
8340-21-859-3165	DL 371896	Liner, Rear Wall TEMS	\$ 180.00	29	29
8340-21-859-3166	DL 385233	Tent, Centre section, TEMS	\$ 460.00	1850	1850
8340-21-859-3167	DL 371886	Liner, Centre section, TEMS	\$ 260.00	200	200
8340-21-880-9882	DL 8290667	Tent, Penthouse, Roof TEMS	\$ 920.00	1	1
8340-21-880-9883	DL 8290650	Penthouse, End wall, TEMS	\$ 290.00	5	5
8340-21-880-9884	DL 8290698	Penthouse, Side wall, TEMS	\$ 430.00	1	1
8340-21-880-9885	DL 8290681	Penthouse, Blank end, TEMS	\$ 230.00	1	1
8340-21-880-9886	DL 8290687	Penthouse, Porch end, TEMS	\$ 240.00	1	1
8340-21-880-9887	DL 8290684	Penthouse, Skirt with B/O TEMS	\$ 90.00	1	1
8340-21-880-9888	DL 8290708	Penthouse, Liner TEMS	\$ 100.00	1	1
8340-21-882-6891	DL 8490123	Tent Section, Carrefour TEMS	\$2,760.00	10	10
8340-21-885-0889	DL 8090221	End wall ext'd TEMS	\$ 850.00	6	6
8340-21-885-0890	DL 8090172	Centre section ext'd TEMS	\$ 540.00	8	8
8340-21-885-0891	DL 8090173	Centre liner ext'd, TEMS	\$ 310.00	1	1
8340-21-886-4413	DL 8390203	Breezeway Section, TEMS	\$ 1090.00	3	3
8340-21-886-4414	DL 8390316	Breezeway, Door, TEMS	\$ 320.00	1	1
8340-21-886-4415	DL 8390201	Breezeway Canopy, TEMS	\$ 100.00	4	4
8340-21-900-3921	DL 8676250	Liner Breezeway, TEMS	\$ 100.00	1	1
8340-21-900-3930	DL 8483767	Interconnect tent wall, TEMS	\$1,200.00	1	1
8340-21-902-0355	DL 8690442	Lateral Corridor, TEMS	\$ 630.00	1	1
8340-21-902-4164	DL 8690354	Dual Breezeway, TEMS	\$ 830.00	1	1
8340-21-902-4671	DL 8481452	Interface covering, TEMS	\$ 860.00	1	1
8340-21-905-6603	DL 0575269	Tent Liner Carrefour, TEMS	\$1,000.00	5	5
8340-21-907-5144	DL 8990066	Tent Vehicle Porch, Rear wall, TEMS	\$ 410.00	1	1

**Arctic / 4 Man / Sewing**

NSN	Drawing Data Lists	Description	MEL	Forecast 14/15	Forecast 15/16
8340-21-108-0133	DL 386581	Shell, 5 man tent	\$ 500.00	44	44
8340-21-108-0136	DL 386583	Shell, 10 man tent	\$ 600.00	50	50
8340-21-108-0138	DL 386580	Liner, 5 man tent	\$ 300.00	44	44
8340-21-108-0140	DL 386582	Liner 10 man tent	\$ 520.00	50	50
8340-21-891-2464	DL 8490209	Shell, 4 man tent	\$ 200.00	6	6
8340-21-891-2466	DL 8490221	Fly CAG, 4 man tent	\$ 110.00	4	4
8340-21-897-6881	DL 8790069	Tent Latrine,	\$ 670.00	1	1
8340-21-908-2521	DL 8676407	Shell, Ammunition tent	\$ 450.00	1	1

**Speciality**

<b>NSN</b>	<b>Drawing Data Lists</b>	<b>Description</b>	<b>MEL</b>	<b>Forecast 14/15</b>	<b>Forecast 15/16</b>
8340-20-002-9558	DL 0575092	Shell SEP tent	\$ 390.00	1	1
8340-20-002-9559	DL 0575077	Fly SEP tent	\$ 110.00	1	1
8340-20-002-9560	DL 0575093	Floor SEP tent	\$ 90.00	1	1
8340-21-903-1088	N/A	Tent Majaid	\$ 5200.00	5	5
8340-21-920-5691	DL 9877764	Tarp, 30 x 30	\$ 820.00	1	1
8340-21-920-5751	DL 9877764	Tarp, 18 x 24	\$ 450.00	1	1
8340-21-920-5753	DL 9877764	Tarp, 12 x 12	\$ 170.00	1	1