



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 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet National Refueller Repair Contract	
Solicitation No. - N° de l'invitation W8486-163064/A	Date 2016-01-08
Client Reference No. - N° de référence du client W8486-163064	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-912-68777	
File No. - N° de dossier hp912.W8486-163064	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-22	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input checked="" type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Pearson, Neil	Buyer Id - Id de l'acheteur hp912
Telephone No. - N° de téléphone (873) 469-3312 ()	FAX No. - N° de FAX (819) 953-2953
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Vehicles & Industrial Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

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

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PART 1 - GENERAL INFORMATION

1.1 Requirement

Canada has a requirement for Repair Services for Refuelling Vehicle fleet including inspection, testing, repair, painting, modifications, training, certification, Field Service Representatives (FSR), Mobile Repair Party (MRP), Technical Investigations, and materials for the period of performance from 01 April 2016 to 31 March, 2019 with two irrevocable one year options to 31 March 2021.

1.2. Debriefings

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

1.3. Trade Agreements

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

1.4. Controlled Goods

This procurement is subject to the Controlled Goods Program. The *Defence production Act* defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

PART 2 - BIDDER INSTRUCTIONS

2.1 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 *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

2.2 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.

2.3. Former Public Servant

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

Definitions

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

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

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

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

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

Former Public Servant in Receipt of a Pension.

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

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

a.name of former public servant;

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

a.name of former public servant;

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

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid

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solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies);

Section II: Financial Bid (1 hard copy);

Section III: Certifications (2 hard copies);

Section IV: Additional Information (2 hard copies)

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

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

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

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

Section I: Technical Bid

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

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

- 1) Annex "E" - Mandatory Evaluation Criteria Response;

Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6 and Annex 'C' – Basis of Payment.

1. SACC Manual Clauses

C3011T Exchange Rate Fluctuation 2013-11-06

Section III: Certifications

Bidders must submit the certifications required under Part 5 - Certifications.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. 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.

4.1.1 Mandatory Technical Evaluation Criteria

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

- Annex “E” - Mandatory Evaluation Criteria Response; and
- Annex “D” - Mandatory Evaluation Criteria; and
- Annex “A” - Statement of Work for the Refuelling Equipment.

4.1.2 Mandatory Financial Evaluation Criteria

4.1.2.1 Bidders must provide, with their bid, the financial information requested in the bid solicitation and at Annex “C” – Basis of Payment.

4.1.2.2 The prices of the bid must be in Canadian dollars, FCA Free Carrier at Contractor's Canadian facility, Incoterms 2000. Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.1.2.3 Aggregate Evaluated Price

Bids will be evaluated on an aggregate price basis for items 001 to 004 for all years.

4.1.2.4 To determine the price for items 001 and 002 calculation will be as follows:

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

4.1.2.5 To determine the price for items 003 and 004 calculation will be as

follows:

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

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

- a) The prices for items 001 and 002 obtained in 4.1.2.4 b) above will be added to the prices for items 003 and 004 obtained in 4.1.2.5 b) above; and
- b) The result of 4.1.2.6. a) above will be the total price for all items.

4.2. Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

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

5.2.3 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.3.1 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

Or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	

Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

5.2.3.2 Controlled Goods Program - Bid

SACC Manual clause A9130T 2014-11-27 Controlled Goods Program - Bid

5.2.3.3 Status and Availability of Resources

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

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

5.2.3.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate.

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Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - RESULTING CONTRACT CLAUSES

6.1. Requirement

6.1.1 The Contractor must carry out Repair Services for the Refuelling Vehicle fleet including inspection, testing, repair, painting, modifications, training, certification, Field Service Representatives (FSR), Mobile Repair Party (MRP), Technical Investigations, and materials in accordance with the "Technical Statement of Work" attached hereto as Annex "A" Refuelling Equipment and Annex "B" – Logistics Statement of Work.

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

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

6.1.3 Task Authorization Process

6.1.3.1 The Technical Authority will provide the Contractor with a description of the task. The Contractor must provide the Technical Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract and Annex "C" Basis of Payment.

6.1.3.2 A Task Authorization (DND 626) will be issued outlining the Work requirements, providing the target dates for the deliverables, including the types of reports required and indicating a financial limit based on the estimates provided by the Contractor. The Contractor will only undertake the Task(s) upon receiving a duly signed DND 626 from the PA or CA. Each form DND 626 will include a Statment of Work unless the tasking can be sufficiently described on the DND 626.

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

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

6.2. Standard Clauses and Conditions

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

6.2.1 General Conditions

2035 (2015-07-03) General Conditions - Services (High Complexity), apply to and form part of the contract.

6.2.2 Supplemental General Conditions

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

6.3. Term of Contract

6.3.1 Period of Contract

This contract will be for a period commencing 01 April 2016 to 31 March 2017, with an irrevocable option to extend the term of the Contract up to 31 March 2021.

6.3.2 Option to extend the Contract

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

The Contracting Authority may exercise this option at any time by sending a written notice to the Contractor at least 60 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and

will be evidenced for administrative purposes only, through a contract amendment.

6.4. Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Neil Pearson
Title: Supply Specialist
Organization: Public Works and Government Services Canada - Acquisitions Branch
LEFT Directorate, HP Division,
7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec,
K1A 0S5
Telephone: 873-469-3312
Facsimile: 819 953-2953
E-mail: neil.pearson@pwgsc-tpsgc.gc.ca

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

6.4.2 Procurement Authority

The Procurement Authority for the Contract is:

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

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.

6.4.3 Technical Authority:

The Technical Authority for the Contract is:

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

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

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

6.4.4 Contractor's Representative

Name and telephone number of the person responsible for:

Program Manager

Name: _____ (To be completed by the bidder.)
Title: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____

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

6.5 Proactive Disclosure of Contracts with Former Public Servants

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

6.6. Payment

6.6.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment Annex "C", to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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

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

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

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date,

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

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

6.6.3 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$50,000.00, less applicable Taxes, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

6.6.4 Minimum Work Guarantee - All the Work - Task Authorizations

6.6.4.1. In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means 10%.

6.6.4.2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 6.6.4.3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

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

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

6.6.5 SACC Manual Clauses

H1001C Multiple Payments

2008-05-12

6.7 Invoicing Instructions

6.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

Each invoice must be supported by:

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

6.7.2 Invoices must be distributed as follows:

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

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

Attention: DLP _____

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

6.8. Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

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

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 4012 (2012-07-16) Supplemental General Conditions – Goods (High Complexity);
- (c) 2035 (2015-07-03) General Conditions - Services (High Complexity);
- (d) Annex “C” – Basis of Payment;
- (e) Annex “A” – Statement of Work for Refuelling Equipment;
- (f) Annex “B” – Logistic Statement of Work;
- (g) the signed Task Authorizations (including all of its annexes, if any)
- (h) the Contractor's bid dated _____

6.11 SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
A9062C	Canadian Forces Site Regulations	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2014-11-27

D3010C	Delivery of Dangerous Goods / Hazardous Products	2014-06-26
D5510C	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor	2014-06-26
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5604C	Release Documents - Foreign based Contractor	2008-12-12
D5605C	Release Documents - US based Contractors	2010-01-11
D5606C	Release Documents - Canadian-based Contractors	2012-07-16
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

6.12 Inspection and Acceptance

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

6.13 Preparation for Delivery

The vehicle / equipment must be serviced, adjusted and in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to inspection authority or consignee personnel.

6.14 Controlled Goods Program

SACC Manual clause A9131C 2014-11-27, Controlled Goods Program - Contract
SACC Manual clause B4060C 2011-05-16, Controlled Goods

6.15. Shipping Instructions

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

6.15.2 Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 6.15.3.

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

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

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

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

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

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

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

6.16 Release Documents - Distribution

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

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: _____
- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:
DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.

NOTE: For into-plane refuelling contracts b, c and d above are not required

6.17 Post-Contract Award Meeting

Within ten (10) working days of the receipt of the Contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant _____ (specify location). Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by the Canada. The crown reserves the right to carry out the Post-Contract Award Meeting/Pre-Production Meeting via teleconference.

6.18 Progress Review Meeting (PRM) & Technical Review Meeting (TRM)

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

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

6.19 Progress Reports

The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical Authority and the Contracting Authority.

Each progress report must address the following questions:

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

6.20 Tools and Loose Equipment

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

6.21 Spare Parts Availability

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

6.22 Material

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

Solicitation No. - N° de l'invitation
W8486-163064/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
hp912

Client Ref. No. - N° de réf. du client
W8486-163064

File No. - N° du dossier
hp912W8486-163064

CCC No./N° CCC - FMS No./N° VME

6.23 Design Changes

The "Design Change, Design Deviation and Waiver Procedure" as defined in National Defence Standard D-02-006-008/SG-0001 must apply.

6.24 Packaging

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



NOTICE

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

AVIS

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

STATEMENT OF WORK

Inspection, Testing & Repair of Refuelling Equipment

OPI: DSVPM 5 – DAPVS 5

**Issued on Authority of the Chief of the Defence Staff
Publiée avec l'autorisation du Chef d'état-major de la Défense**

1. SCOPE

1.1 **Purpose** – This Statement of Work (SOW) describes tasks to perform inspection, repairs, training, certifications and technical investigations on the Department of National Defense (DND) Refuelling units including trucks and trailers chassis and components.

1.2 **List of Vehicle** – Applicable vehicle includes but is not limited to:

- (a) 32,000 litres, Semi-trailer with dispensing unit for land support (diesel) and helicopter support (F34);
- (b) 10,000 litres Tank Truck land unit support (diesel, F34);
- (c) 7,000 litres Tank Truck land support (diesel/gas);
- (d) 4,000 litres Trailer (diesel);
- (e) 2,700 litres Tank Trailer (diesel, F34);
- (f) 10,000 litres ISO Fuel Pods (diesel)
- (g) 18,000 litres Tank Truck aircraft support (F34, F37);
- (h) 22,000 litres and 27,000 litres Tank Truck aircraft refueller (F34, F37);
- (i) 36,000 litres Tank Truck aircraft support (F34, F37);
- (j) Hydrant Carts; and
- (k) Prover (meter calibration trailer)

1.3 **List of Equipment** – Applicable equipment includes but is not limited to the list provided in APPENDIX 1.

1.4 **Locations** – Vehicles are located at Canadian Forces Bases (CFB) and Wings across Canada. In some cases, vehicles could be located in other locations having deployed units.

1.5 **Instructions**

- (a) Requirements, which are identified by the word “*shall*”, are mandatory. Deviations will not be permitted.
- (b) Requirements identified with a “will” define actions to be performed by Canada and require no action/obligation on the Contractor’s part.

- (c) Where “*shall*” or “*will*” are not used, the information provided is for guidance only.

1.6 **Definitions** – The following definitions apply to the interpretation of this SOW:

- (a) “**Technical Authority**” (TA) – the government official responsible for technical management of this requirement; and
- (b) “**Quality Assurance Representative (QAR)**” – the government official responsible for ensuring that material and services supplied by the contractor conform to the specified requirements.
- (c) “**Procurement Authority**” (PA) – the government official responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matter identified in the Contract with the Procurement Authority; however the Procurement Authority has no authority to authorize changes to the scope of the Work.

2. **APPLICABLE DOCUMENTS** – The following documents form part of this SOW. Effective dates *shall* be those in effect upon the date services are rendered. Sources are as shown:

- (a) **EI SPEC 1581**
Specifications and Qualification Procedures for Aviation Jet Fuel Filter/Separators
Energy Institute (EI)
61 New Cavendish Street
London, W1G 7AR
- (b) **EI Standard 1529**
Aviation Fuelling Hose and Hose Assemblies
Energy Institute (EI)
61 New Cavendish Street
London, W1G 7AR
- (c) **API RP 1004**
Bottom Loading and Vapor Recovery for MC-306 & DOT-406 Tank Motor Vehicles
American Petroleum Institute (API)
1220 L Street, NW
Washington, DC 20005-4070
- (d) **ATA 103**
Standards for Jet Fuel Quality Control
Air Transport Association
1301 Pennsylvania Ave., NW, Suite 1100
Washington, DC 20004

- (e) **CSA B620**
Highway Tanks and Portable Tanks for the Transportation of Dangerous Goods
Canadian Standards Association (CSA)
178 Rexdale Blvd.
Rexdale, Ontario M9W 1R3
- (f) **CSA B836**
Storage, Handling, and Dispensing of Aviation Fuels at Aerodromes
Canadian Standards Association (CSA)
178 Rexdale Blvd.
Rexdale, Ontario M9W 1R3
- (g) **Canadian Motor Vehicle Safety Standards (CMVSS)**
Transport Canada,
Road Vehicle and Motor Vehicle Regulation,
330 Sparks Street, Tower C,
Ottawa, Ontario K1A 0N5
<http://www.tc.gc.ca/eng/motorvehiclesafety/menu.htm>
- (h) **Commercial Item Description A-A-50696**
Reels, Static Discharge, Grounding, 50 and 75 Foot Cable Lengths
GSA - Specification Section
470 L'Enfant Plaza
Suite 8100
Washington, DC 20407
- (i) **MS24484**
Adapter, Pressure Fuel Servicing,
Nominal 2.5-Inch Diameter
IHS Inc.
www.ihs.com
- (j) **National Fire Protection Association (NFPA)**
1 Batterymarch Park
Quincy, Massachusetts 02169-7471
<http://www.nfpa.org>
 - (i) NFPA 407: Standard for Aircraft Fuel Servicing
 - (ii) NFPA 385: Tank Vehicles for Flammable and Combustible Liquids
- (k) **R.S., 1985, c. W-6**
Weights and Measures Act
Measurement Canada
Standards Building

151 Tunney's Pasture Driveway
Ottawa, Ontario, K1A 0C9
<http://www.ic.gc.ca/eic/site/mc-mc.nsf/eng/home>

- (l) **SAE Handbook**
Society of Automotive Engineers Inc.
400 Commonwealth Dr.,
Warrendale, Pennsylvania 15096
<http://www.sae.org>
 - (m) **Weights and Measures Act (R.S.C, 1985, c. W-6)**
<http://laws-lois.justice.gc.ca/eng/acts/W-6/index.html>
 - (n) **CAN/CGSB-43.146**
Design, Manufacture and Use of Intermediate Bulk containers for the Transportation of
Dangerous Goods
Transport Canada
- 3. REQUIREMENTS**
- 3.1 **Provision of Service** – The Contractor *shall* provide:
- (a) Facilities to inspect, test, repair, and maintain equipment and equipment components.
 - (b) Field Service Representative(s) (FSR) within 5 working days for locations in Canada and overseas, to inspect, repair and maintain equipment and/or train personnel;
 - (c) Facilities for body repairs and paint application as per APPENDIX 2;
 - (d) Maintenance refresher training, as and when required, covering the safety precautions, trouble shooting, test and adjustment, special tools and test equipment, and safe operation of the apparatus;
 - (e) Periodic inspection and testing, repair, and modification of Refuelling Equipment in accordance with CSA B620 for TC 406;
 - (f) Periodic inspection and testing, and repair of Refuelling Equipment in accordance with CSA B620 for TC 44;
 - (g) Inspection, test, repair and certification of calibration of meter in accordance with Weights and Measures Canada; and
 - (h) Periodic leak test and inspection on mobile IBCs in accordance with CGSB 43.146.

3.2 **General** – The contractor *shall*:

- (a) Carry out only Work as identified in the Task Authorization (DND 626); and
- (b) Ensure, all repair parts used for the repairs under that contract are the same form, fit, function and quality as the original parts. If the material and or repair parts are not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition. For items containing elastomeric material, e.g. hoses, rubber, adhesive compounds, etc., the shelf life remaining cannot be less than 75 percent from the date of manufacture to the procurement date.

3.3 **Technical Investigation** - The Contractor *shall* provide engineering and design work in support of equipment or modifications to the fleet. Work may be completed at either the Contractor's facility or a location identified by the TA or a delegated representative. The work is only conducted on an as-and-when-required basis, as directed by the TA or a delegated representative. Refinement of the details for each task assigned will be described in a Task Authorization Form (DND 626).

3.4 **Report** – The Contractor *shall* compile and maintain records on its provision of services under all Task Authorizations and provide progress report to the Technical Authority on a quarterly basis as follows: 1st quarter: April 1 to June 30; 2nd quarter: July 1 to September 30; 3rd quarter: October 1 to December 31; and 4th quarter: January 1 to March 30th.

3.5 **Warranty** – The Contractor *shall* warrant the work to be free from defects in workmanship, omission of effort, labour, and material defect, including, new and reconditioned components for a period of 6 months. The warranty period *shall* begin on the date of acceptance. The work or any part of the work found to be defective or non-conforming will be repaired at no cost to the Crown.

3.6 **Spares** - Spares *shall* be used in the following order:

- (a) Contractor Furnished Materiel (CFM). Consumables to be obtained through most economical means;
- (b) Government Furnished Overhaul Spares (GFOS) on an approval basis;

4. **DELIVERABLES**

4.1 **General**

The contractor *shall* provide the following deliverables:

- (a) **Quotation:** The contractor *shall* provide an itemized quotation to the TA and PA, to seek authorization for the work; and
- (b) **Certification:** For each task the Contractor *shall* provide documentation detailing the date, work (test, inspection, and/or repair), and results/outcome to the TA at the time of acceptance of the work.

APPENDIX 1 - PARTS LIST REPAIR MAINT CONTRACT SOW 2015

8 January 2016

RDIMS # 4025023

DESCRIPTION	PART NO	NSN
HLVW		
CONTROL VALVE	9780366-1	<u>4820200038317</u>
METER/REGISTER	M7A2/0788700-064	<u>6680000819683</u>
PUMP, PRODUCT, ROTARY VANE, 3	TXD3E	<u>4320015220474</u>
HYDRAULIC MOTOR, PRODUCT PUMP	151-7241	<u>4320015540587</u>
CYLINDER ASSEMBLY, ACTUATING, LINEAR	550017-DND	<u>3040200070007</u>
HYD CONTROL VALVE, PLATFORM	9780366-1	<u>4820200038317</u>
HYDRAULIC PUMP	A10VO45DFR/52R-PUC64N00	<u>4320014977974</u>
DRIVE SHAFT ASSY	9776026-1	<u>2520200008295</u>
BRACKET ASSY, VALVE BLOCK	9976470-1	<u>4810200039665</u>
NOZZLE, 1 1/2 IN DIA SIZE, FUEL	1290-0050	<u>4930012900756</u>
TEAR		
PUMP, TX2A, SINGLE ENDED SLIDING VANE	TXD2A	<u>4320015606775</u>
FLOWMETER, 1.50 TYPE 40, 800 SERIES REGISTER	RP150-100RLK00	<u>6680015870705</u>
DIESEL ENGINE, MODIFIED	0377378-1	<u>2815200018666</u>

APPENDIX 1 - PARTS LIST REPAIR MAINT CONTRACT SOW 2015

8 January 2016

RDIMS # 4025023

STERLING HP/LP			
PUMP ROTARY	GX4B		<u>4320015609064</u>
REGISTER LC	SPEC CLASS 2		
METER FLOW RATE INDICATING	M7ALI-2		<u>6680015621001</u>
METER FLOW RATE INDICATING	M25ALI-2		<u>6680015621000</u>
NOZZLE, UNDERWING (D1)	64349CDH6H		<u>4930015229888</u>
STERLING LP/LP			
PRODUCT PUMP	03H1-GR		
REGISTER MIDCOM (Rb50ax software)	901-0066		
ALMAC			
SELF PRIMING CENTRIFUGAL PUMP (GORMAN RUPP)	06D1-GHH AND 06D3-GHH		
R11			
SPLIT SHAFT PUMP/PTO HALE FIRE PUMP COY	4DGK-30		
ROBICA TREMCAR			
SELF PRIMING CENTRIFUGAL PUMP (GORMAN RUPP)	04E1-GHH		<u>432020A0M8841</u>
DMS LAP PAD	E4040		
DMS CONTROL MODULE	460900-0160		<u>5963200090066</u>

APPENDIX 1 - PARTS LIST REPAIR MAINT CONTRACT SOW 2015

8 January 2016

RDIMS # 4025023

	CARTER DIGITAL CIRCUIT BOARD	221352-1	<u>5998200078505</u>
	TESTING MACHINE (SCULLY)	08938	<u>4910015227034</u>
	CALIBRATION KIT (CARTER DIGITAL)	64236	<u>4910016013660</u>
	METER - M10A2, C/W LECTROCOUNT LCR2 REGISTER	M10ALI2, CONFIG # 251142	
	METER - M60A2, C/W LECTROCOUNT LCR2 REGISTER	M60ALI2, CONFIG # 251145	

BODY AND PAINT APPLICATION

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

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

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

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

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

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

Appendix 2 to Annex A

Technical Authority approved equivalent, for external and internal surface;

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

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

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

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- ix Criteria for rejection.
- (b) **Approval** - The contractor *shall* submit the Coating Application Plan to the Technical Authority for approval within 30 days after contract award.
- (c) **Preparation and Primer Application** - The surface preparation and primer *shall* be recommended by the selected topcoat manufacturer. The prime coat *shall* be epoxy type for steel protection and compatible with the coating system. All visible exterior metal surfaces of the equipment *shall* have one prime coat and two topcoats applied, in accordance with coating manufacturer's recommendation, leaving no metal surfaces unprotected. No surface visible from outside of the vehicle *shall* expose a coating other than the military green coating. Machined and mating surfaces will be exempted where coating would interfere with vehicle operation;
- (d) **Topcoat** - The topcoats of the coating system *shall* be a Water Dispersible Polyurethane Military flat green coating, which is a Chemical Agent Resistant Coating (CARC). The topcoat colour *shall* be Green 383, 34094. Two topcoats *shall* be applied following the recommendation of the Coating manufacturer. Topcoats for the coating system *shall* be obtained from one of the following manufacturers:
- i The Sherwin Williams Company
 - ii Hentzen Coatings, Inc;
 - iii Spectrum Coatings, Inc;
 - iv NCP Coatings, Inc;
 - v MILSPRAY;
 - vi Randolph Products Company; or
 - vii. Any other manufacturer given on the site:
- <http://assist.daps.dla.mil/quicksearch/>
- Typing "64159" in "**Document Number**" to find the document.
- (e) **Sealing** – Crevices and gaps between non-welded and stagger welded components that could hasten corrosion should be sealed using a silicone sealant compatible with the topcoat selected. This should be applied after assembly, and *shall* be painted;
- (f) **Lettering and Symbols** - Lettering and symbols on the outside of the vehicle *shall* be flat black using paint or coating compatible with the topcoat selected. The colour *shall*(E) be flat black 37030 in accordance with FED STD 595;
- (g) **Workmanship** - When visually inspected, the coating *shall* be a smooth, continuous, adherent film, which is free of such surface imperfections as runs, sags, blisters,

Appendix 2 to Annex A

orangepeel, blushing, streaks, craters, blotches, brush marks, fish eyes, seediness or pinholes;

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

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

LOGISTICS STATEMENT OF WORK for MAJOR Equipment for REPAIR and OVERHAUL

<p>LOGISTICS</p> <p>STATEMENT OF WORK</p> <p>for</p> <p>MAJOR Equipment</p> <p>for</p> <p>REPAIR and OVERHAUL</p> <p><i>Issued on authority of the Assistant Deputy Minister (Material) (ADM(Mat))</i></p> <p>OPI: DMPP4-4 2009-09-02</p> <p>Record of Changes</p>				<p>Table of Contents</p>			
<p>Identification of Changes</p>		<p>Date Entered</p>		<p>Signature</p>			
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<p>1.0 GENERAL</p> <p>1.1 AIM</p> <p>1.2 EXTENT OF WORK</p> <p>2.0 ADMINISTRATION</p> <p>2.1 RECEIPT</p> <p>2.2 DISCREPANCIES IN RECEIPTS</p> <p>2.3 COMPLETION OF WORK</p> <p>3.0 WORK CONTROL</p> <p>4.0 ANNUAL REPAIR FORECAST - SNAPS</p> <p>5.0 COST CONTROL</p> <p>6.0 COSTING RECORDS</p> <p>7.0 MAINTENANCE SUPPORT</p> <p>7.1 MINOR REPAIRS</p> <p>7.2 MOBILE REPAIR PARTIES (MRPs)</p> <p>7.3 EQUIPMENT TURN AROUND TIME (TAT)</p> <p>7.4 OVERHAULS</p> <p>7.5 SPECIAL INVESTIGATION & TECHNICAL STUDIES (SITS)</p> <p>7.6 TECHNICAL INVESTIGATIONS & ENGINEERING STUDIES (TIES)</p> <p>8.0 SUPPLY SUPPORT</p> <p>8.1 TRANSACTION DOCUMENTATION</p> <p>8.2 CONTRACTOR SUPPLY ACCOUNTING</p> <p>8.3 MANAGEMENT OF DND-OWNED SPARES</p> <p>8.4 SPARES REVIEW</p> <p>8.5 STOCK TAKING</p> <p>8.6 SELECTION NOTICE OBSERVATION MESSAGE (SNOM)</p> <p>8.7 EMBODIMENT FEES</p> <p>8.8 LOSS OR DAMAGE TO DND MATERIEL</p> <p>8.9 SCRAP – CUSTODY & DISPOSAL</p> <p>8.10 PRESERVATION AND PACKAGING FAILURE</p> <p>8.11 REUSABLE CONTAINERS</p> <p>8.12 TRANSPORTATION</p> <p>8.13 CUSTOMS & EXCISE</p> <p>9.0 WARRANTY CONSIDERATION</p> <p>10.0 PUBLICATIONS</p> <p>11.0 CONTRACTOR USE OF DND EQUIPMENT / PUBLICATIONS</p> <p>12.0 STOP REPAIR ACTION</p> <p>13.0 OFFICE SERVICES</p> <p>14.0 MINUTES OF MEETINGS</p> <p>15.0 PLANT SHUTDOWN / VACATION PERIOD</p> <p>16.0 REPORTS</p> <p>16.1 MRP PROGRESS REPORTS</p> <p>16.2 TECHNICAL INVESTIGATION & ENGINEERING STUDIES (TIES) REPORT</p> <p>16.3 ACCIDENT/INCIDENT REPORTS</p> <p>16.4 ANNUAL CONTRACTOR HELD INVENTORY REPORT</p> <p>ANNEX A & B – CONTRACTOR-HELD INVENTORY REPORTING REQUIREMENTS & TEMPLATES</p>							

FOREWORD

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

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

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

1.0 GENERAL

1.1 AIM

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

1.2 EXTENT OF WORK

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

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

2.0 ADMINISTRATION

2.1 RECEIPT

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

2.2 DISCREPANCIES IN RECEIPTS

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

- a. Stock code identification
- b. Surplus
- c. Shortage

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

2.3 COMPLETION OF WORK

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

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

Contractor Notification

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

Signature

Date

(Contractor QC)

3.0 WORK CONTROL

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

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

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

4.0 ANNUAL REPAIR FORECAST - SNAPS

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

5.0 COST CONTROL

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

6.0 COSTING RECORDS

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

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

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

7.0 MAINTENANCE SUPPORT

7.1 MINOR REPAIRS

7.1.1 If DND supplied parts are urgently required to effect delivery of Major Equipment 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 MRPs:

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

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

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

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

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

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

7.3 EQUIPMENT TURN AROUND TIME (TAT)

7.3.1 TAT shall be as specified in the Technical Statement of Work. 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 OVERHAULS

7.4.1 When the contract calls for the major equipment to be overhauled, a separate Statement of Work will be required.

7.5 SPECIAL INVESTIGATION AND TECHNICAL STUDIES (SITS)

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

7.6 TECHNICAL INVESTIGATIONS & ENGINEERING STUDIES (TIES)

7.6.1 When authorized by the Procurement Authority, the Contractor shall undertake technical investigations and engineering studies. This activity includes the provision of system and maintenance support and management services. It includes the requirement analysis and planning to ensure current reliability availability of specifications can be met, the scheduling of maintenance, the identification of spares and support, as well as the development of policies and maintenance procedures. It also includes the contract management activities as well as the validation/acceptance of deliverables when maintenance activity is contracted.

8.0 SUPPLY SUPPORT

8.1 TRANSACTION DOCUMENTATION

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

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

8.2 CONTRACTOR SUPPLY ACCOUNTING

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

8.3 MANAGEMENT OF DND-OWNED SPARES

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

8.3.2 Spares shall be used in the following order:

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

8.4 SPARES REVIEW

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

- a. exceed the economic stock retention level. The level is normally equal to an estimated four (4) months stock;

- b. have become surplus to requirements as a result of a modification, disposal, obsolescent or transfer of the major equipment; and/or
- c. are no longer fit for use in the R&O of DND equipment.

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

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

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

8.5 STOCKTAKING

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

8.6 SELECTION NOTICE OBSERVATION MESSAGE (SNOM)

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

8.7 EMBODIMENT FEES

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

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

8.8 LOSS OR DAMAGE TO DND MATERIEL

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

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

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

8.9 SCRAP - CUSTODY & DISPOSAL

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

8.10 PRESERVATION AND PACKAGING FAILURE

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

8.11 REUSABLE CONTAINERS

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

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

8.12 TRANSPORTATION

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

8.13 CUSTOMS & EXCISE

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

9.0 WARRANTY CONSIDERATION

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

10.0 PUBLICATIONS

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

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

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

11.0 CONTRACTOR USE OF DND EQUIPMENT/PUBLICATIONS

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

12.0 STOP REPAIR ACTION

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

13.0 OFFICE SERVICES

13.1 The Contractor shall perform the secretarial and clerical work necessary to carry out the terms of this contract with respect to the preparation, filing and transmission of all forms, reports and correspondence, relating to the movement, accounting, storage, repair, overhaul, quality control and investigation of materiel covered by this contract. The provision of these office services shall be deemed to be work as defined in PWGSC Clause 01 of 2035 General Conditions – Higher Complexity – Services

14.0 MINUTES OF MEETINGS

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

15.0 PLANT SHUTDOWN/VACATION PERIOD

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

16.0 REPORTS

16.1 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 ANNUAL CONTRACTOR HELD INVENTORY REPORT

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

Annex A Contractor-Held Inventory Reporting Requirements

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

Part A

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

Notes

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

Definitions:

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

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

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

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

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

Part B

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

Notes:

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

Part C

"Additional Information Requested for Year-End Reporting"

The following information is requested:

1. Description of the activities performed under the Repair and Overhaul (R&O) contract(s) supported by the inventory holdings if not supplied on the Part A spreadsheet (such as R&O on Hercules engines);
2. How often stocktaking is performed on the contractor holdings of DND owned inventory;
3. Date of last stocktaking;
4. The accounting method used by the contractor to value the inventory reported first-in-first-out (FIFO), last-in-first-out (LIFO), historical cost or moving weighted average;
5. Is this a sub-contractor to another company? If so, who?
6. DND and contractor point of contact for the inventory report as at 31 Mar 20XX

PART B

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

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

NOTES

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

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

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

PART B

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

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

NOTES

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

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

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

PART C

ADDITIONAL INFORMATION REQUESTED FOR YEAR END REPORTING

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

NOTES

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

ANNEX "C"
BASIS OF PAYMENT
W8486-163064/A

Definitions:

- (a) "Year 1" means the period from 01 April 2016 to 31 March 2017;
- "Year 2" means the period from 01 April 2017 to 31 March 2018;
- "Year 3" means the period from 01 April 2018 to 31 March 2019;
- "Option Year 1" means the period from 01 April 2019 to 31 March 2020; and
- "Option Year 2" means the period from 01 April 2020 to 31 March 2021.

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

(c) Laid-Down Cost is the cost incurred by a supplier to acquire a specific product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the applicable taxes.

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

(e) Rates / Markups in Canadian Dollars, FCA Free Carrier, Incoterms 2000 at Contractors Canadian facility.

ITEM 001. For performance of inspections, testing, repair, painting, modifications, training, certifications, Field Service Representatives (FSR), Mobile Repair Party (MRP) on an as-and-when requested basis the firm hourly rates as detailed below:

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

Estimate level of effort of 2000 hours per year.

ITEM 002. For performance of Technical Investigations on an as-and-when requested basis the firm hourly rates as detailed below:

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

Estimate level of effort of 250 hours per year.

ITEM 003. For Contractor Furnished Material, laid down cost plus firm mark-ups (on laid down cost) as detailed below, upon embodiment:

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

Estimate level of Material \$100,000.00 dollars per year.

ITEM 004. For Subcontract Work, laid down cost plus firm markups (on laid down cost) as detailed below:

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

Estimate level of subcontract \$100,000 dollars per year.

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

ITEMS 005 and 006 ARE NOT EVALUATED

ITEM 005. The Contractor agrees to be paid for reasonable and proper Travel and Living (T&L) expenses related to authorized travel under this Contract at cost incurred, without any allowance for mark-up, to a maximum of the Treasury Board guidelines in effect at the time of travel.

ITEM 006. Applicable taxes extra, as applicable.

	<p style="text-align: center;">NOTICE</p> <p>This documentation has been reviewed by the technical authority and does not contain controlled goods.</p>
	<p style="text-align: center;">AVIS</p> <p>Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées.</p>

MANDATORY EVALUATION CRITERIA OF IN-SERVICE SUPPORT
CONTRACT FOR REFUELLING EQUIPMENT

1. **Instructions** – The following instructions shall be used in the interpretation of this part of the evaluation:
 - (a) Bidders *shall* address, in written narrative, all subjects covered under the Mandatory Technical Evaluation Criteria detailed below. Responses consisting of a simple statements of compliance or lacking narrative should be avoided;
 - (b) Bidders *shall* complete the ‘Response to Mandatory Technical Evaluation Criteria’ form, by checking the compliance block against each requirement; and
 - (c) Bidders may refer to another portion of their bid if it is already referenced in the bid.

2. **Company Profile**
 - (a) **Work Experience** - The bidder *shall* provide details of contracts related to inspection, repairs, maintenance and certification of at least two (2) models of refuelers and components.

The bidders shall provide the following information:

- i. Client;
- ii. Value of each contract;
- iii. Year completed;
- iv. Either copy of invoice, contract, order;
- v. List of make and models; and
- vi. Reference letter

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

The bidder *shall* provide the following:

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

3. **Facilities** – The Bidder *shall* demonstrate that they have the ability (facility and staff) to work on two (2) or more pieces of equipment at a time. The Bidder *shall* also demonstrate that vehicle facilities have an adequate and secure storage location to ensure that three (3) or more vehicles can be stored indoors or in a protected location while being scheduled for work, or waiting return transportation arrangements following completion of work.

The Bidder *shall* identify the following, which will be made available for the work performed under the contract:

- i. owned facilities;
- ii. leased facilities;
- iii. location;
- iv. provide the description / size layout of work areas and entry doors;
- v. storage facilities; and
- vi. paint facilities.

4. **Personnel** – The Bidder *shall* provide the specific qualifications of personnel expected to perform work under the contract, including relevant details or training and experience in the area of technical expertise required. The response *shall* include qualified Technologist, Mechanics, Welders and other qualified personnel. All applicable required provincial certifications *shall* be demonstrated.

The bidder shall provide:

- (a) **Lead Mechanic** - A resume of the education and work history of the lead mechanic involved in the specified work (certificates, license photocopy and license number *shall* accompany bid). The Lead Mechanic *shall* have a valid provincial or territorial mechanic's license to work on the equipment listed in the Province or territory of the facility with a minimum of five (5) years of technical experience working on equipment type reference herein, including at least two (2) years of supervisory experience; and
- (b) **Certified Welder** - A resume of the education and work history for certified welder(s) in the Province of the facility who *shall* perform all welding related to the truck and trailer chassis under this contract. Certificates and photocopy of license *shall* accompany bid.

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

6. **Transport Canada Registration** – The Bidder and representative working on equipment reference herein *shall* be registered with Transport Canada for periodic inspection and testing, repair, and modification of TC 406 and for periodic inspection and testing, and repair of TC 44. The Bidder *shall* provide copy of valid TC 406 and TC 44 Transport Canada registration.

7. **Weights and Measures Registration** – The Bidder and representative working on equipment reference herein *shall* be registered with Measurement Canada. The Bidders *shall* provide copy of valid Measurement Canada certificate of registration.



September 22, 2015

RESPONSE TO MANDATORY TECHNICAL EVALUATION CRITERIA

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

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

CONTRACTOR INFORMATION

Contractor Name _____

Date _____

		Provided		Reference Proposal page
		Yes	No	
2.	<u>Company Profile</u>			
(a)	Work experience			
(b)	Technical Support			
3.	<u>Facilities</u>			
(a)	Description of work areas and of the storage facilities			
(b)	Layout of work areas and of the storage			
4.	<u>Personnel</u>			
(a)	Lead mechanic			
(b)	Certified Welder			
5.	<u>Sub-Contracting</u>			
	Sub-contracting plan. (If applicable, specify)			
6.	<u>Transport Canada Registration</u>			
	Copy of TC 406 and TC 44 Transport Canada registration			
7.	<u>Weights and Measures Registration</u>			
	Copy of Measurement Canada certificate of registration			

**ANNEX “F” to PART 5 – BID SOLICITATION
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

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

OR

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