



**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

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Armoured Vehicles Support/Soutien des véhicules blindés

11 Laurier St./11, rue Laurier

Place du Portage Phase III 6C1

Gatineau

Québec

K1A 0S5

Title - Sujet OSA Phase 2, ARV & AEV R&O	
Solicitation No. - N° de l'invitation W8486-196008/A	Date 2019-11-20
Client Reference No. - N° de référence du client W8486-196008	
GETS Reference No. - N° de référence de SEAG PW-\$\$BL-303-27514	
File No. - N° de dossier 303bl.W8486-196008	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-01-10	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ruest(bl div), Luc	Buyer Id - Id de l'acheteur 303bl
Telephone No. - N° de téléphone (873) 469-4777 ()	FAX No. - N° de FAX (819) 956-0648
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 25 CFSD RECEIPTS SECTION 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N3V9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1 0	OSA Phase 2, ARV & AEV R&O FY 19/2	WB941	W8486	1575000	SU	\$	\$	See Herein	
2 1	OSA Phase 2, ARV & AEV R&O FY 20/2	WB941	W8486	1575000	SU	\$	\$	See Herein	
3 2	OSA Phase 2, ARV & AEV R&O FY 21/2	WB941	W8486	1575000	SU	\$	\$	See Herein	
4 3	OSA Phase 2, ARV & AEV R&O FY 22/2	WB941	W8486	1575000	SU	\$	\$	See Herein	

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and Annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- i) Annex A – Technical Statement of Work,
- ii) Annex B - Logistics Statement of Work - In and Out of Country,
- iii) Annex C - Basis of Payment,
- iv) Annex D - Security Requirements Check List,
- v) Annex E – Federal Contractors Program for Employment Equity- Certification
- vi) Annex F - DND 626 Task Authorization Form,
- vii) Annex G – Evaluation Plan, ,
- viii) Annex H – Certificate of Compliance,
- ix) Annex I – Bid Requirements Check List,
- x) Annex J - List of Proposed Subcontractors,
- xi) Annex K - Electronic Payment Instruments, and
- xii) Annex L – OEM Certification Form

1.2 Summary

- 1.2.1 The Department of National Defence (DND) has a requirement for Repair and Overhaul (R&O) of components of the Leopard 2 Armoured Recovery Vehicle Canadian (Leo 2 ARV CAN) and the Leopard 2 Armoured Engineer Vehicle (Leo 2 AEV) and a requirement for additional work on an “as and when required” basis as per [Annex A](#), the [Technical Statement of Work](#) and [Annex B, Logistics Statement of Work](#).

The Bidder must provide Repair and Overhaul (R&O) including, but not limited to: inspection, disassembly, repair, reassembly, testing, use of Original Equipment Manufacturer (OEM) parts, packaging, technical data management, integrated logistics and maintenance support, labour and materials in accordance with [Annex A – the Technical Statement of Work](#) and [Annex B, Logistics](#)

Statement of Work and on an “as and when required” basis for the Candidates List under **Appendix 1 to Annex A.**

The period of performance will be for a duration of two (2) years from the date of contract award (“Contract term”) with an option to extend the period of performance by two (2) additional one (1) year periods for a possible total of four (4) years.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Industrial Security Program (ISP) of Public Services and Procurement Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).
- 1.2.4 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).
- 1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and [*Annex E - Federal Contractors Program for Employment Equity - Certification*](#).
- 1.2.6 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.
- 1.2.7 The bid evaluation process includes a formal, single phase bid compliance process that identifies where bidders are non-compliant and gives non-compliant bidders a second chance to demonstrate compliance. Bidders must refer to Part 4 of the bid solicitation entitled Evaluation Procedures and Basis of Selection.

1.3 Debriefings

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

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 Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2003, \(2019-03-04\)](#) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003 \(Submission of Bids\)](#), Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

Delete: 60 days

Insert: 120 days

2.1.1 SACC Manual Clauses

A9130T 2014/11/27 Controlled Goods Program - Bid
C3011T 2013/11/06 Exchange Rate Fluctuation

2.2 Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PSPC will not be accepted.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

Solicitation No. - N° de l'invitation
W8486-196008/A
Client Ref. No. - N° de réf. du client
W8486-196008

Amd. No. - N° de la modif.
File No. - N° du dossier
303BL. W8486-196008

Buyer ID - Id de l'acheteur
303BL
CCC No./N° CCC - FMS No./N° VME

2.4 Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submit its bid in accordance with section 08 of the 2003 Standard Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications; and
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submit its bid in separately bound sections as follows:

Section I: Technical Bid – three (3) hard copies and one (1) soft copy in MS word/Excel format on USB key;

Section II: Financial Bid – one (1) hard copy and one (1) soft copy in MS word/Excel format on USB key;

Section III: Certifications – one (1) hard copy and one (1) soft copy on USB key;

Section IV: Additional Information - one (1) hard copy and one (1) soft copy on USB key.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid and complete Table 5 - Rates (R&O, Labour & Material Mark Up – Financial in Appendix 1 to [Annex G – Evaluation Plan](#)) in accordance with [Annex G - Evaluation Plan](#). The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete [Annex K Electronic Payment Instruments](#), to identify which ones are accepted.

If [Annex K Electronic Payment Instruments](#) is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications

Bidders must submit the certifications required under this bid solicitation including Part 5 of this bid solicitation and submit a signed copy of [Annex H - Certificate of Compliance](#).

Section IV: Additional Information

3.1.3 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.3.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed Subcontractor's and individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

3.1.3.2 The Bidder's Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed Subcontractors and individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

3.1.4 Joint Venture

Any Bidder that is a proposed joint venture or a joint venture must comply with 2003, (2019-03-04) Standard Instructions - Goods or Services – Competitive Requirements, clause 17. Joint venture bids will receive 75% of their total score for Table 3 – Point Rated Criteria and 75% of their total score for Table 4 – Point Rated Delivery in Appendix 1 of [Annex G – Evaluation Plan](#).

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirements of this bid solicitation including Technical, Financial, Security, certifications and other bid solicitation mandatory requirements. The evaluation will be conducted in accordance with this bid solicitation and [Annex G - Evaluation Plan](#) attached herein.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Single Phase Bid Compliance Process

Phase I: Compliance assessment — required financial information and mandatory technical requirements

- i. After the closing date and time of this bid solicitation, PSPC procurement officers will:
 - a. examine all bids to ensure that they contain a financial submission (Table 5 of Appendix 1 in [Annex G – Evaluation Plan](#)) and that the submission is not missing financial information;
 - b. in accordance with the procedure set out below, complete the portion of the Compliance Assessment Report (“CAR”) relating to the financial portion of each Bidder’s bid in order to notify bidders of missing financial information and give each Bidder a specific time period to provide it; and
 - c. not provide any details concerning the Bidder’s financial submission to any member of the Technical evaluation team.
- ii. If Canada determines, in its absolute discretion that a bid is missing the entire financial submission, the bid will be considered non-compliant and will be given no further consideration. In accordance with the procedure set out below, Canada will notify the Bidder that its bid is non-compliant and is receiving no further consideration.
- iii. Bids that include a financial submission but continue to have some missing financial information after the allotted time given to bidders to provide this information, as set out below, will be considered non-compliant and will not be given further consideration. In accordance with the procedure set out below, Canada will notify the Bidder that its bid is non-compliant and is receiving no further consideration.
- iv. The Technical evaluation team will assess only the bids received with some or all required financial information as established by the PSPC procurement officers, to determine if such bids demonstrate compliance with all mandatory technical requirements or criteria as outlined in Table 1 Mandatory Criteria – Technical of Appendix 1 in [Annex G - Evaluation Plan](#) of the bid solicitation.
- v. All other criteria in Tables 2, 3, and 4 of Appendix 1 in [Annex G - Evaluation Plan](#) will be evaluated for Bidders who have bids that are determined compliant with respect to both the financial submission and the mandatory technical requirements as noted herein.
- vi. Upon completion of this assessment of the financial submissions and mandatory technical requirements, the PSPC procurement officer will issue a Compliance Assessment Report (“CAR”) to all bidders. This report will inform bidders that: a) their bid is non-compliant and PSPC is no longer considering their bid; b) PSPC is continuing to consider their bid because the bid has been determined as being compliant with respect to financial information and the mandatory technical requirements **OR** c) the CAR will identify any mandatory technical requirements which do not yet demonstrate compliance, by using the terms “Met” or “Not Met” as applicable. This CAR will also

be used by Canada to notify bidders of any missing financial information. **The review of the mandatory technical requirements will not assess whether the Technical bid meets any standard or is responsive to all the bid solicitation requirements. The review of the financial information will not assess whether the financial information meets any standard or is responsive to all the bid solicitation requirements.**

- vii. Bidders whose bids do not as yet demonstrate compliance with one or more of the mandatory technical requirements, or are missing financial information, will be invited to submit additional or different information with respect to the mandatory technical requirements and, with respect to the missing financial information, will be invited to provide the missing financial information. This is only for the purpose of rendering compliant those mandatory technical requirements identified in the CAR, or to provide missing financial information as identified in the CAR, or both. Bidders will not be given any additional information concerning the compliance of their bid other than what is included in the CAR.

The Point Rated Criteria (Tables 3 and 4 in Appendix 1 to [Annex G – Evaluation Plan](#)) will not be evaluated as part of this Single Phase Bid Compliance Process. The Point Rated Criteria (Tables 3 and 4 in Appendix 1 to [Annex G – Evaluation Plan](#)) will only be evaluated for bidders who have successfully submitted a compliant financial proposal and are compliant for all mandatory technical requirements in Table 1 in Appendix 1 to [Annex G – Evaluation Plan](#) in the bid solicitation following this Single Phase Bid Compliance Process. In order for Canada to evaluate the Point Rated Criteria, the Bidder must complete Table 2 in Appendix 1 to [Annex G – Evaluation Plan](#).

- viii. In the CAR, all bidders invited to submit additional or different information with respect to the mandatory technical requirements and/or requested to provide missing financial information will receive the same length of time (seven (7) calendar days or any other period of time Canada specifies in the CAR, in its sole discretion) and one opportunity in which to respond to their CAR as provided for below.
- ix. An acceptable response to the CAR by a Bidder must:
- address only the mandatory technical criteria identified in the CAR;
 - clearly identify any additional or different information relating to the referenced mandatory technical criteria, as well as the precise location in the bid where this information applies. The Bidder's response must address ONLY the mandatory technical criteria listed in the CAR as not having been achieved and must include only such information as is necessary to achieve such compliance. The Bidder will not be allowed to substantively revise or modify its bid as a result of the CAR. Any additional information or unsolicited information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada;
 - subject to a. above, identify any other consequential changes to the original bid that are necessitated by the additional or different information the Bidder provides in response to the CAR. In respect of any such consequential change, the Bidder must include a rationale explaining why such change is a necessary result of the change proposed in b. above to meet the mandatory technical requirement. The Bidder's response with respect to consequential changes must not include any change to the financial information;
 - provide all missing financial information identified in the CAR. In its response, the Bidder will be entitled to remedy ONLY that part of the financial information which is identified in the CAR. For instance, where the CAR states that a required line item has been left blank, only the missing information may be added to the bid;
 - subject to d. above, identify any other changes to calculations previously submitted in the original bid that are necessitated by the additional financial information the Bidder provides. Any other changes to the financial information previously submitted by the Bidder will be considered to be new information and will be disregarded by Canada;

- f. otherwise follow the Bid Preparation Instructions in this bid solicitation document; and
- g. any changes to the bid submitted by the Bidder other than as permitted in this section ix. will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this bid solicitation in response to the CAR will replace, in full, ONLY that part of the original bid as is permitted in this section.
- x. The decision, by a Bidder, to respond to the CAR is at the complete discretion of the Bidder. If a Bidder does not respond to the CAR within the allotted time, PSPC will consider this to be a "no change" response.
- xi. Any response to the CAR that is received after the required time and date will not be given any consideration by Canada.
- xii. The Technical evaluation team will review the additional or different information provided by the Bidder to determine whether the bid now demonstrates compliance with the mandatory technical requirements identified in the CAR. The PSPC procurement officer will review the missing financial information provided by the Bidder to determine whether the bid now demonstrates compliance with the financial requirements identified in the CAR. Bids that do not demonstrate compliance with all mandatory technical requirements and financial requirements at the completion of this Single Phase Bid Compliance Process will be considered non-compliant and will be given no further consideration.

Completion of the evaluation process

- i. The evaluation process as set out in this bid solicitation document in sections 4.1.2, 4.1.3 and 4.2 below will continue until the successful bidder(s) is identified or until it is determined that there is no successful bidder.

General Clauses applying to the Single Phase Bid Compliance Process and this bid solicitation:

- i, Notwithstanding any review by Canada at Phase I of the Single Phase Bid Compliance Process, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in the bid or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I OF THIS SINGLE PHASE BID COMPLIANCE PROCESS ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING, BY CANADA, DURING EVALUATION THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY TIME IN THE EVALUATION PROCESS. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A CAR IN PHASE I MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY TECHNICAL REQUIREMENTS OR FINANCIAL REQUIREMENTS THAT ARE THE SUBJECT OF THE CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- ii. Canada will send a CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the CAR. An email response permitted by the CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the CAR. A CAR sent by Canada to the Bidder at any email address provided by the

Bidder in or pursuant to the bid solicitation is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a Bidder's response, however caused.

4.1.2 Technical Evaluation

4.1.2.1 Technical Evaluation Criteria: The method of evaluation will be on the basis of a combination of mandatory technical requirements and point rated criteria as set out in [Annex G – Evaluation Plan](#).

- a. **Mandatory Technical Requirements:** The mandatory requirements of this bid solicitation are signified by the words “must”, “compliance”, “mandatory”, or by the phrase “Canada requires” or “Bidder(s) is/are required”.
- b. **Point Rated Technical Requirements:** The point rated requirements are evaluated using the published evaluation criteria in [Annex G – Evaluation Plan](#) and given a score. Point Rated criteria are used to assess various elements of the technical proposal so that relative merits of each proposal can be used to compare them against the evaluation criteria and requirements. The Point Rated criteria are signified by the word “rated”. Point Rated Criteria - Technical (Table 3) and Point Rated Delivery – Technical (Table 4) are included in [Annex G - Evaluation Plan, Appendix 1 – Microsoft Excel workbook](#). Table 2 of Appendix 1 in [Annex G – Evaluation Plan](#) must be filled out by the Bidder in order for Canada to evaluate the Bidder's responses in Table 3 of the Appendix 1.

4.1.2.2 The mandatory technical requirements or criteria are stated in Table 1 – Mandatory Criteria – Technical to [Appendix 1 – Microsoft Excel workbook](#) in [Annex G - Evaluation Plan](#).

4.1.2.3 Point Rated Technical Criteria or Requirements are stated in Table 3 – Point Rated Criteria - Technical and Table 4 Point Rated Delivery - Technical, both in [Appendix 1 – Microsoft Excel workbook](#) in [Annex G - Evaluation Plan](#). These Tables and Table 2 are used by Canada to calculate Point Rated Criteria. Table 2 of Appendix 1 in [Annex G – Evaluation Plan](#) must be filled out by the Bidder in order for Canada to evaluate the Bidder's responses in Table 3 of the Appendix 1.

4.1.2.4 Where supporting documentation, analysis data, specification data, or a test report is required from the Bidder as justification in its proposal, the evaluation team will assess the information using the following standard of review: “Does the information provided in the Bidder's response clearly demonstrate compliance with the requirement?”

4.1.2.5 The onus is on the Bidder to provide information and data in sufficient detail to demonstrate compliance.

4.1.3 Financial Evaluation

4.1.3.1 The Bidder's financial proposal will be evaluated in accordance with the terms of this bid solicitation (including Part 5 – Certification and Additional Information and Part 6 – Security, Financial and other Requirements) and [Annex G - Evaluation Plan](#) attached herein, using the information provided by Bidders in Table 5 – Rates (R&O, Labour & Material Mark Up – Financial) to [Appendix 1 – Microsoft Excel worksheet](#) in [Annex G – Evaluation Plan](#).

4.1.3.2 The prices (costs) of the responsive bids will be evaluated in Canadian dollars. Foreign bids will be converted to Canadian dollars at the Bank of Canada noon exchange rate on the solicitation closing date. All taxes excluded, FCA Free Carrier at the Designated Single Point Delivery (DSPD), Incoterms 2000. The Designated Single Point Delivery (DSPD) is defined in Section 6.6.

- 4.1.3.3 For the purpose of the bid solicitation, bidders who are registered to conduct business in Canada are considered Canadian-based bidders and bidders who are registered to conduct business outside of Canada are considered foreign-based bidders.

4.2 Basis of Selection

- 4.2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of this bid solicitation;
- (b) meet all technical mandatory and compliance requirements; and
- (c) because some of the technical evaluation criteria is subject to point rating, the Bidder must complete Tables 2, 3 and 4 of [Annex G – Evaluation Plan, Appendix 1 – Microsoft Excel workbook](#). The rating is performed on a scale of 60 points; a maximum of 40 points for Table 3 Point Rated Criteria – Technical and a maximum of 20 points for Table 4 Point Rated Delivery – Technical. As per Section 3.1.4 of this bid solicitation, joint venture bids will receive 75% of their total score for Table 3 – Point Rated Criteria - Technical and 75% of their total score for Table 4 – Point Rated Delivery - Technical in Appendix 1 of [Annex G – Evaluation Plan](#).

[Annex I - Bid Requirements Check List](#) contains a check list for the bidders to use as an aid when the bidders are completing their bids.

- 4.2.2 Bids not meeting (a), (b) and (c) above, will be declared non-responsive.
- 4.2.3 The recommendation for selection will be based on the compliant bid with the highest combined technical and cost score as defined in [Annex G – Evaluation Plan](#).
- 4.2.4 IMPORTANT: Notwithstanding that a Bidder may have been recommended for Contract award, issuance of any Contract will be contingent upon internal approval in accordance with Canada's Laws and policies. If such approval is not given, no Contract will be awarded.
- 4.2.5 Canada may, in its discretion, request and accept at any time from a Bidder (including after the bid solicitation closing) and consider as part of the bid, any information to correct errors or deficiencies in the bid that are clerical or administrative, such as, without limitation, failure to provide a certificate, failure to sign the bid or any part or any certificate or failure to checkmark a box in a form (or in one of the Tables in Appendix 1 to [Annex G – Evaluation Plan](#)), or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or cost or of any component thereof that is subject to evaluation. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation or information or make the correction. Failure to meet this deadline MAY result in the bid being declared non-responsive.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and associated information requested in this bid solicitation to be awarded a Contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times including during the term of the Contract. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the Contract period.

The Contracting Authority has the right, at any time, and from time to time, including during the term of the Contract, to ask for additional information to verify the Bidder's certifications. Failure of the Contractor to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certification Required with the Bid

Bidders must submit the following duly completed certifications (if applicable to the Bidder) as part of their bid, unless otherwise indicated. As well, the Bidder must submit duly completed certifications (if applicable to the Bidder) wherever required in this bid solicitation.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with Section 1 Integrity Provisions - bid of the [2003 Standard Instructions - Goods or Services - Competitive Requirements](#), all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 specified will render the bid non-responsive.

5.3 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 successful Bidder must provide the Contracting Authority with a completed [Annex E - Federal Contractors Program for Employment Equity - Certification](#), before Contract award. If the successful Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed [Annex E –](#)

[Federal Contractors Program for Employment Equity – Certification](#), for each member of the Joint Venture before Contract award.

5.4 Additional Certifications Precedent to Contract Award

5.4.1 Price Certification

5.4.1.1 [SACC Manual Clause 2003, \(2019-03-04\)](#) Standard Instructions - Goods or Services - Competitive Requirements

In the event that the Bidder's bid is the sole responsive bid received, Section 14 (2007-11-30 Price Justification of the [2003, \(2019-03-04\)](#) Standard Instructions - Goods or Services - Competitive Requirements applies to and forms part of this bid solicitation and any resulting Contract.

5.5 Original Equipment Manufacturer (OEM) certification

5.5.1 Certification required from Bidder (OEM) and/or subcontractors (OEM) and/or third party (OEM)

For each line item in Appendix 1 of Annex A – Repair and Overhaul – Candidate List for which the Bidder and/or any of the Bidder's subcontractor(s) and/or any third party IS the Original Equipment Manufacturer (OEM) as defined in Section 5.5.4, the Bidder must submit an OEM certification (as per [Annex L - OEM Certification Forms](#)) regarding the Bidder's and/or its subcontractors' authority to repair and overhaul the line item and evidence of such authority, which must be signed by the Bidder for each line item and by the subcontractor if the subcontractor is the OEM. No Contract will be awarded to a Bidder unless the OEM certification has been provided to Canada for each line item identified in [Appendix 1– Repair and Overhaul – Candidate List of Annex A Technical Statement of Work](#) for which the Bidder and/or any of the Bidder's subcontractors and/or a third party is the OEM. Bidders must provide the information requested in [Annex L - OEM Certification Forms](#) included with the bid solicitation. As well, Bidders must complete the information required with respect to its and its subcontractors' authority to repair and overhaul the line items in Table 2 IN\OUT Source – Technical of Appendix 1 of [Annex G – Evaluation Plan](#). Although all the contents of the OEM Certification Form are mandatory, using the form itself to provide this information is not mandatory. For Bidders or subcontractors who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

5.5.2 Certification required from Bidder (non-OEM) and/or subcontractors (non-OEM)

For each line item in Appendix 1 of Annex A – Repair and Overhaul – Candidate List for which the Bidder and/or any of the Bidder's subcontractor(s) IS NOT the OEM as defined in Section 5.5.4, the Bidder must submit an OEM certification (as per [Annex L - OEM Certification Forms](#)) regarding the Bidder's and/or its subcontractors' authority to repair and overhaul the line item and evidence of such authority, which must be signed by the Bidder and the subcontractor(s) (as applicable in the required certification forms in [Annex L](#)). No Contract will be awarded to a Bidder unless the OEM certification has been provided to Canada for each line item identified in [Appendix 1– Repair and Overhaul – Candidate List of Annex A Technical Statement of Work](#). Bidders must provide the information requested in [Annex L - OEM Certification Form](#) included with the bid solicitation. As well, Bidders must complete the information required with respect to its and its subcontractors' authority to repair and overhaul the line items in Table 2 IN\OUT Source – Technical of Appendix 1 of [Annex G – Evaluation Plan](#). Although all the contents of the OEM Certification Form are mandatory, using the form itself to provide this information is not mandatory. For Bidders or subcontractors who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

Solicitation No. - N° de l'invitation
W8486-196008/A
Client Ref. No. - N° de réf. du client
W8486-196008

Amd. No. - N° de la modif.
File No. - N° du dossier
303BL. W8486-196008

Buyer ID - Id de l'acheteur
303BL
CCC No./N° CCC - FMS No./N° VME

5.5.3 Multiple line items or multiple OEMs for a single line item

If multiple line items originate from the same OEM, the Bidder may group these line items under the same OEM Certification Form.

If line items originate with multiple OEMs, the Bidder must provide a separate OEM Certification Form with respect to each OEM.

5.5.4 Definition of OEM

For the purposes of this bid solicitation OEM means the original equipment manufacturer of the line item(s) as identified in [Appendix 1– Repair and Overhaul – Candidate](#) List of [Annex A - Technical Statement of Work](#) under the column NCAGE.

5.6 Certification of Language - English Essential

By submitting a bid, the Bidder certifies that, should it be awarded a Contract as a result of the bid solicitation, the individual proposed in its bid and in the Contract as the Project Manager must be able to communicate fluently as follows: English essential. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

6.1.1 At the date of bid closing, the following conditions must be met:

- (a) the Bidder (and any of its subcontractors) must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals or any of the Bidder's subcontractors requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (d) the Bidder's and any subcontractor's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Bid Preparation Instructions Section IV Additional Information.

6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a Contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3 For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability

SACC Manual Clause [A9033T](#) (2012-07-16) Financial Capability

6.3 Controlled Goods Requirement

6.3.1 Controlled Goods Program - Bid

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

- a. When the bid solicitation includes controlled goods information or technology, the Bidder and any subcontractors must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.

- b. When the bid solicitation does not include controlled goods information or technology but the resulting Contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- c. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of Contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of Contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

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

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

6.4 Subcontractors

6.4.1 List of Proposed Subcontractors – Annex J

- 6.4.1.1 If the Bidder's bid includes the use of subcontractors, the Bidder must provide a list of all subcontractors including a description of the goods to be purchased, a description of the work to be performed, the agreements or other documents providing for the subcontracting of the Work to the subcontractor and the location for the performance of the work by the proposed subcontractors, in the form attached as [Annex J – List of Proposed Subcontractors](#). The list should not include the purchase of off-the-shelf items, commercial software or such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

6.4.2 Agreements with Subcontractors

- 6.4.2.1 If the Bidder's bid includes the use of subcontractors, the Bidder must also provide for each subcontractor the following information as required in Table 1 – Mandatory Criteria – Technical of Appendix 1 to [Annex G – Evaluation Plan](#):
- i. evidence of the agreement(s) or contract(s) that are or will be in place with the subcontractors upon the awarding of the Contract;
 - ii. evidence of the complete scope of the Work subcontracted to the subcontractors to be performed in accordance with [Annex A Technical Statement of Work](#) and [Annex B Logistics Statement of Work](#);
 - iii. evidence that:
 - a. the subcontractor is the Original Equipment Manufacturer (OEM) and for which line items; and
 - b. the subcontractor is not the OEM but has the required right or authority from the OEM to carry out the Work subcontracted to it and for which line items;

all in accordance with, and as required by, Section 5.5, [Annex L - OEM Certification Form](#) and Table 2 - IN\OUT Source – Technical of Appendix 1 of [Annex G – Evaluation Plan](#); and

- iv. evidence that the subcontractor has been presented with, and fully understands, the scope of the Work subcontracted to it.

6.5 Quality Plan

The Bidder must submit a draft Quality Plan with the bid. The Quality Plan must be in the same format that will be used after award of Contract, as detailed in clause 7.23.1 below.

The Quality Plan may reference other documents. Where referenced documents do not already exist, but are required by the Quality Plan, the plan must identify them and also identify when, how and by whom they will be prepared and approved. The documents referenced in the Quality Plan must be made available when requested by Public Services and Procurement Canada or the Department of National Defence.

6.6 Designated Single Point Delivery

- 6.6.1 The Bidder must propose a Designated Single Point Delivery (DSPD) site requested in this bid solicitation to be awarded a Contract.
- 6.6.2 The Bidder must provide the full address of the proposed Designated Single Point Delivery (DSPD) address site is as follow: ([To be completed by the Bidder](#))

Street Number / Street Name, Unit

City, Province, Territory / State

Postal Code / Zip Code

Country

- 6.6.3 The proposed Designated Single Point Delivery (DSPD) is the destination specified by the Bidder where the goods are to be **delivered** to by the Bidder/Contractor and **received** by Canada during the performance of the Contract.
- 6.6.4 The proposed Designated Single Point Delivery (DSPD) must be one of the sites that are being provided under 3.1.3.1 above.
- 6.6.5 The proposed Designated Single Point Delivery (DSPD) site specified at 6.6.2 above will also apply in clause **7.25** after award of Contract.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any Contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Technical Statement of Work at [Annex "A"](#) and the Logistics Statement of Work at [Annex "B"](#). The Work is summarized into two (2) main categories as follows:

7.1.1 Work category 1

Work under category 1 consists of the Repair and Overhaul (R&O) of components of the Leopard 2 Armoured Recovery Vehicle Canadian (Leo 2 ARV CAN) and Leopard 2 Armoured Engineer Vehicle (AEV) as per the [Annex A - Statement of Work](#) and [Annex B – Logistics Statement of Work](#).

The Contractor must provide R&O including but not limited to: inspection, disassembly, repair, overhaul, upgrade, reassembly, testing, use of OEM parts, packaging, disposal, technical data management and integrated logistics and maintenance support, labour and materials for all line items listed in [Appendix 1 to Annex A - Technical Statement of Work](#) and for any other items as per Section 7.1.3 below.

7.1.2 Work category 2 - Additional Work Requirements (AWR) or Taskings

Work under category 2 (Category 2 Work) consists of all other tasks, on an **"as and when required basis"**. Category 2 Work will be requested by Canada using the additional work request (AWR) or Task Authorization process in Section 7.2 of this bid solicitation. Category 2 Work includes but is not limited to, Technical Investigations and Engineering Services (TIES); Field Service Representatives (FSRs), Mobile Repair Parties (MRP) and Configuration Management (CM).

The Contractor must provide "Category 2" Work in accordance with the Contract and [Annex A - Technical Statement of Work](#) and [Annex B – Logistics Statement of Work](#).

7.1.3 Additional items

If the Contractor receives an item with a part number and NATO Commercial and Government Entity (NCAGE) code in addition to the items listed in Appendix 1 to [Annex A - Technical Statement of Work](#), the Contractor must refer to the NATO Stock Number and must determine from the NATO Stock Number, any other part number and NCAGE that may be associated with the NATO Stock Number with multiple RNCC/RNVC combinations. If the Contractor is the NCAGE code OEM, or the Contractor's subcontractor is the NCAGE code OEM, or if either the Contractor or its subcontractor is the accredited manufacturer/OEM service supplier, then the Contractor (or its subcontractor as applicable) must proceed with the Repair and Overhaul (R&O) for such item in accordance with [Annex A - Technical Statement of Work](#) and [Annex B – Logistics Statement of Work](#).

7.2 Task Authorization – Additional Work Requests (AWR)

The Category 2 Work or a portion of the Category 2 Work to be performed under the Contract will be on an **"as and when required basis"** using Task Authorization (TA) Form – Statement of Work (SOW). The Category 2 Work described in the TA-SOW must be in accordance with the scope of the Contract.

7.2.1 Task Authorization Process

- 7.2.1.1 The Technical Authority or its delegate will provide the Contractor, Requisition Authority (RA) and Contracting Authority (CA) with a description of the task (or Additional Work Request) by providing a TA-SOW for the performance of Category 2 Work services.
- 7.2.1.2 The TA-SOW will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA-SOW will also include the applicable basis and methods of payment as specified in the Contract.
- 7.2.1.3 The Contractor must provide the Technical Authority, RA and the CA, within 30 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.
- 7.2.1.4 The Contractor must not commence work until a DND626 (Task Authorization) form authorized by the CA and the RA has been received by the Contractor.
- 7.2.1.5 The Contractor acknowledges that any work performed before an approved DND626 form has been received will be done at the Contractor's own risk.

7.2.2 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Category 2 Work under the Contract that is performed through Task Authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.2.3 Periodic Usage Reports - Contracts with Task Authorizations

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

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

The data must be submitted on a [quarterly basis](#) to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

Reporting Requirement- Details

The Contractor must maintain a detailed and current record of all authorized Tasks for each Contract with a Task Authorization process. This record must contain the following:

For each authorized Task:

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

For all authorized Tasks:

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

7.2.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the *Requisition Authority (RA)*. This process includes monitoring, controlling and reporting on expenditures of the Contract with Task Authorizations to the Contracting Authority.

7.2.5 Procedures for Design Change or Additional Work

The following procedures must be followed for any design change(s) or additional work.

7.2.5.1 When Canada requests design change(s) or additional work:

- a. The Technical Authority will provide the Contracting Authority with a description of the design change(s) or additional work in sufficient detail to allow the Contractor to provide the following information:
 - i. any impact of the design change(s) or additional work on the requirement of each authorized Task Authorization;
 - ii. a price breakdown of the cost (increase or decrease) associated with the implementation of the design change(s) or the performance of the additional work using the form: [DND 672](#), Quotation for Design Change or Additional Work, Work Arising or New Work. The price breakdown will be calculated in accordance with [Annex C – Basis of Payment](#) for the period in which the Work is performed.
 - iii. a schedule to implement the design change(s) or to perform the additional work and the impact on the Contract delivery schedule.
- b. The Contracting Authority will then forward this information to the Contractor.

- c. The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the Work, and the authorized Task Authorization will be amended accordingly.

7.2.5.2 When the Contractor requests design change(s) or additional work:

- a. The Contractor must provide the Contracting Authority with a request for design change(s) or additional work in sufficient detail for review by Canada.
- b. The Contracting Authority will forward the request to the Technical Authority for review.
- c. If Canada agrees that a design change(s) or additional work is required, then the procedures detailed in article 7.2.5.1 are to be followed. The price breakdown will be calculated in accordance with [Annex C – Basis of Payment](#), for the period in which the Work is performed.
- d. The Contracting Authority will inform the Contractor in writing if Canada determines that the design change(s) or additional work is not required.

7.2.5.3 Approval

The Contractor must not proceed with any design change(s) or additional Work without the written authorization of the Contracting Authority. Any Work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada apply to and form part of this Contract.

7.4 General Conditions

[2035 \(2018-06-21\), General Conditions - Higher Complexity - Services](#), apply to and form part of this Contract.

7.4.1 Supplemental General Conditions

[4006 \(2010-08-16\) Contractor to Own Intellectual Property Rights in Foreground Information](#) applies to and forms part of the Contract.

7.5 Warranty

- 7.5.1 Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 12 months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.

- 7.5.2 In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
- 7.5.3 The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
- 7.5.4 Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 7.5.3. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the Designated Single Point Delivery (DSPD) specified in the Contract or to another location directed by Canada.
- 7.5.5 The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
- 7.5.6 If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
- 7.5.7 The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 7.5.2, for the greater of:
- the warranty period remaining, including the extension, or
 - 90 days or such other period as may be specified for that purpose by agreement between the Parties.

7.6 Security Requirements

7.6.1 The following security requirements apply to, and form part of this Contract.

7.6.1.1 Security Requirement for Canadian Contractor/Bidder and any of its Subcontractors

1. The Contractor/Bidder and all of its subcontractors must, at all times during the performance of the Contract hold a valid Facility Security Clearance at the level of **NATO SECRET** with approved Document Safeguarding and Production Capabilities at the level of **NATO SECRET**, issued by the Canadian Industrial Security Directorate (CISD), **Public Services and Procurement Canada (PSPC)**. The Contractor/Bidder must ensure that all of its subcontractors hold a valid Facility Security Clearance and an approved Document Safeguarding Capability Clearance at this level at all times during the performance of the Contract.
2. This Contract includes access to **Controlled Goods**. Prior to access, the Contractor/Bidder and all of its subcontractors must be registered in the Controlled Goods Program of Public Services and Procurement Canada (PSPC),

3. The Contractor/Bidder personnel, and any of the personnel of the Contractor's/Bidder's subcontractors, requiring access to **NATO CLASSIFIED** information, assets or sensitive work site(s) **must be permanent residents of Canada or citizens of a NATO member country** and each hold a valid personnel security screening at the level of NATO SECRET, granted or approved by the appropriate delegate NATO Security Authority. The Contractor/Bidder must ensure that all its subcontractors' personnel requiring such access comply with the requirements of this subsection 7.6.1.1.3.
4. Processing of CLASSIFIED information electronically at the Contractor/Bidder's site(s) or any of the subcontractors site(s) is NOT permitted under this Contract. The Contractor/Bidder must not process any CLASSIFIED information electronically at their site(s) and must ensure that none of its subcontractors process CLASSIFIED information electronically at their site(s).
5. Subcontracts which contain security requirements are NOT to be awarded by the Contractor/Bidder without the prior written permission of CISD/PSPC. **The Contractor/Bidder must not enter into subcontracts which contain security requirements or if the subcontractor(s) require access to NATO CLASSIFIED information, assets or sensitive work sites without the prior written permission of CISD/PSPC. The Contractor/Bidder must ensure its subcontractors comply with this requirement.**
6. The Contractor/Bidder must complete and submit a **Foreign Ownership, Control and Influence (FOCI)** Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to Contract award to identify whether a third party individual, firm or government can gain unauthorized access to **COMSEC / INFOSEC or CLASSIFIED NATO/FOREIGN** information/assets. **Public Services and Procurement Canada (PSPC)** will determine if the company is "Not Under FOCI" or "Under FOCI". When an organization is determined to be "Under FOCI", PSPC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "Not Under FOCI through Mitigation". The Contractor/Bidder must require any of its subcontractors to complete and submit the same documentation prior to Contract award so that PSPC can make this determination for the Contractor's/Bidder's subcontractors as well.
7. The Contractor/Bidder must at all times during the performance of the Contract possess a letter from PSPC identifying the results of the FOCI assessment with a FOCI designation of Not Under FOCI or Not Under FOCI through Mitigation. Similarly, the Contractor/Bidder, must at all times during the performance of the Contract, require any of its subcontractors to possess a similar letter.
8. All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted by the Contractor/Bidder and/or any of the Contractor's/Bidder's affected subcontractors to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
9. The Contractor/Bidder must also comply with the provisions of the:
 - (a) Security Requirements Check List, attached at [Annex D](#); and
 - (b) Industrial Security Manual (latest edition).

7.6.1.2 Security Requirement for International (or Foreign recipient) Contractor/Bidder (non-Canadian) and any of its subcontractors (NATO Secret)

For the exchange of NATO information the Foreign recipient Contractor/Bidder/its subcontractor(s) must be a NATO member in good standing.

For the purposes of this subsection 7.6.1.2, all references to "Contractor" and "Bidder" shall mean the "Foreign recipient Contractor" and the "Foreign recipient Bidder". "Foreign recipient" in this Section means "non-Canadian".

All **NATO CLASSIFIED** information/assets, furnished to the **Contractor / Bidder / subcontractor** or produced by the **Contractor / Bidder / subcontractor**, must be safeguarded by the Contractor/Bidder/subcontractors as follows:

1. The Foreign recipient **Contractor / Bidder / subcontractor** must, at all times during the term of the **Contract/bid solicitation/subcontract**, hold a valid Facility Security Clearance (FSC), issued by the National Security Authority (NSA) or Designated Security Authority (DSA) of the **Contractor/Bidder/subcontractor's country**, at the equivalent level of **NATO SECRET**, and hold an approved Document Safeguarding Capability Clearance at the level of **NATO SECRET** and an authorization to produce (manufacture, and/or repair, and/or modify or otherwise work on) material or equipment at the **Contractor / Bidder / subcontractor** sites, at the level of **NATO SECRET**, issued by the National Security Authority (NSA) or Designated Security Authority (DSA) for industrial security of **the Contractor/Bidder/subcontractor's country** in accordance with the national policies of **the Contractor/Bidder/subcontractor's country**. The Contractor/Bidder must ensure that all of its subcontractors hold a valid Facility Security Clearance and an approved Document Safeguarding Capability Clearance at this level at all times during the performance of the Contract.
2. All **NATO CLASSIFIED** information/assets provided or generated under this **Contract / bid solicitation / subcontract** must continue to be safeguarded in the event of withdrawal by the Contractor/Bidder/subcontractor or upon termination of the **Contract / bid solicitation / subcontract**, in accordance with the national policies of **the Contractor's/Bidder's/subcontractor's country**.
3. The Foreign recipient **Contractor / Bidder / subcontractor** must provide the **NATO CLASSIFIED** information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the national policies, National Security legislation and regulations and as prescribed by the National Security Authority (NSA) or Designated Security Authority (DSA) of **the Contractor's/Bidder's/subcontractor's country**. The Contractor/Bidder must ensure that its subcontractors comply with this requirement.
4. All **NATO CLASSIFIED** information/assets provided to the Foreign recipient **Contractor / Bidder / subcontractor** pursuant to this **Contract / bid solicitation / subcontract** by the Government of Canada, must be marked by the Foreign recipient **Contractor / Bidder / subcontractor** with the equivalent security classification utilized by **the Contractor's/Bidder's/subcontractor's country** and in accordance with the national policies of **the Contractor's/Bidder's/subcontractor's country**. The Contractor/Bidder must ensure that its subcontractors comply with this requirement.
5. The Foreign recipient **Contractor / Bidder / subcontractor** must, at all times during the term of this **Contract / bid solicitation / subcontract**, ensure the transfer of **NATO CLASSIFIED** information/assets is facilitated in accordance with the national policies of **the Contractor's/Bidder's/subcontractor's country**, and in compliance with the provisions of the Bilateral Industrial Security Instrument between **the Contractor's/Bidder's/subcontractor's country** and Canada. The Contractor/Bidder must ensure that its subcontractors comply with this requirement.
6. Upon completion of the Work, the Foreign recipient **Contractor / Bidder / subcontractor** must return to the Government of Canada, via government-to-government channels, all **NATO CLASSIFIED** information/assets furnished or produced pursuant to this **Contract / bid solicitation / subcontract**, including all **NATO CLASSIFIED** information/assets released to and/or produced by its subcontractors. The Contractor/Bidder must ensure that its subcontractors comply with this requirement.
7. Throughout the duration of this **Contract / bid solicitation / subcontract**, the Foreign recipient **Contractor / Bidder / subcontractor** must adhere to its respective national policies pertaining

to the examination, possession and / or transfer of Canadian Controlled Goods and shall immediately report to its responsible National Security Authority (NSA) all cases in which it is known or there is reason to suspect that Canadian Controlled Goods, furnished or generated pursuant to this **Contract / bid solicitation / subcontract** have been lost or disclosed to unauthorized persons, including but not limited to a third party government, person, firm, or representative thereof. Canadian Controlled Goods which are lost or compromised while handled outside of Canada, must be immediately reported, by the Contractor/Bidder/subcontractor to the Canadian Government Authority owner of the Canadian Controlled Goods, for example the Canadian Department that issued the Canadian Controlled Goods to the Foreign recipient **Contractor / Bidder / subcontractor**, as part of this **Contract / bid solicitation / subcontract**. The Defence Production Act defines Canadian Controlled Goods (S.35). The Contractor/Bidder must ensure its subcontractors comply with this requirement.

8. **NATO CLASSIFIED** information/assets must be released by the Contractor/Bidder/subcontractor only to Foreign recipient **Contractor / Bidder / subcontractor** personnel, who have a need-to-know for the performance of the **Contract / bid solicitation / subcontract** and who have a Personnel Security Clearance at the level of **NATO SECRET**, granted by their respective National Security Authority (NSA) or Designated Security Authority (DSA) of **the Contractor's/Bidder's/subcontractor's country**, in accordance with national policies of **the Contractor's/Bidder's/subcontractor's country**. The Contractor/Bidder must ensure its subcontractors comply with this requirement.
9. The Foreign recipient **Contractor / Bidder / subcontractor** personnel requiring access to **NATO CONFIDENTIAL or above** information/assets and/or sensitive work sites must hold a valid personnel security screening at the level of **NATO SECRET**, have been properly cleared, briefed and approved by the respective delegated NATO responsible security authority. The Contractor/Bidder must comply with this requirement and must ensure that its subcontractors comply with this requirement.
10. **NATO CLASSIFIED** information/assets provided to, or generated by, the Contractor/Bidder/subcontractor pursuant to this **Contract / bid solicitation / subcontract** must not be further provided by the Contractor/Bidder/subcontractor to a third party Foreign recipient subcontractor unless:
 - a. written assurance is obtained from the third-party Foreign recipient subcontractor's National Security Authority (NSA) or Designated Security Authority (DSA) to the effect that the third-party Foreign recipient subcontractor has been approved for access to **NATO CLASSIFIED** information/assets by the third-party Foreign recipient's NSA/DSA; and
 - b. written consent is obtained from the NSA/DSA of **the Contractor's/Bidder's country**, if the third-party foreign recipient subcontractor is located in a third country.

The Contractor/Bidder must comply with this requirement and must ensure that its subcontractors comply with this requirement.

11. Subcontracts which contain security requirements are **NOT** to be awarded by the Contractor/Bidder without the prior written permission of their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national policies of the **Contractor's/Bidder's country**. **The Contractor/Bidder must not enter into subcontracts which contain security requirements without the prior written permission of their respective NSA or DSA as applicable. The Contractor/Bidder must ensure that its subcontractors comply with this requirement.**
12. The Foreign recipient **Contractor / Bidder / subcontractor** must not use the **NATO CLASSIFIED** information/assets for any purpose other than for the performance of the **Contract / bid solicitation / subcontract** without the prior written approval of the Government

- of Canada. This approval must be obtained from the Canadian Designated Security Authority (DSA). The Contractor/Bidder must ensure that its subcontractors comply with this requirement.
13. The Foreign recipient **Contractor / Bidder / subcontractor** visiting Canadian Government or industrial facilities, under this Contract, must submit a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA). The Contractor/Bidder must ensure that its subcontractors comply with this requirement.
 14. The Foreign recipient **Contractor / Bidder / subcontractor** must immediately report to the Canadian Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that **NATO CLASSIFIED** information/assets pursuant to this **Contract / bid solicitation / subcontract** has or have been compromised. The Contractor/Bidder must ensure that its subcontractors comply with this requirement.
 15. The Foreign recipient **Contractor / Bidder / subcontractor** must immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that **NATO CLASSIFIED** information/assets accessed by the Foreign recipient **Contractor / Bidder / subcontractor**, pursuant this **Contract / bid solicitation / subcontract**, have been lost or disclosed to unauthorized persons. The Contractor/Bidder must ensure that its subcontractors comply with this requirement.
 16. The Foreign recipient **Contractor / Bidder / subcontractor** must not disclose **NATO CLASSIFIED** information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the Contractor's/Bidder's/subcontractor's National Security Authority/ Designated Security Authority (NSA/DSA). The Contractor/Bidder must ensure that its subcontractors comply with this requirement.
 17. The Foreign recipient **Contractor / Bidder / subcontractor** must comply with the provisions of the International bilateral industrial security instrument between **the Contractor's/Bidder's/subcontractor's country** and Canada, in relation to equivalencies. The Contractor/Bidder must ensure that its subcontractors comply with this requirement.
 18. The Foreign recipient **Contractor / Bidder / subcontractor** must comply with the provisions of the Security Requirements Check List attached at [Annex D](#). The Contractor/Bidder must ensure that its subcontractors comply with this requirement.
 19. In the event that a foreign recipient **Contractor / Bidder / subcontractor** is chosen as a supplier for this Contract, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian Designated Security Authority (DSA), and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian Designated Security Authority (DSA), in relation to equivalencies. These clauses will become part of this Contract and the Contractor/Bidder must sign an amendment provided by the Contracting Authority incorporating these clauses into this Contract. The Contractor/Bidder must comply with these clauses and must ensure that its subcontractors comply with these clauses.

7.7 Term of Contract

7.7.1 Period of the Contract

The period of the Contract is for two (2) years from ([to be completed at contract award](#)) to ([to be completed at contract award](#)) inclusive.

7.7.2 Options to Extend the Contract

7.7.2.1 The Contractor grants to Canada two irrevocable options to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period(s) of the Contract, it will be paid in accordance with the applicable provisions as set out in the [Basis of Payment - Annex C](#).

7.7.2.2 Canada may exercise this option(s) at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option(s) may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Contract amendment.

7.8 Authorities

7.8.1 Contracting Authority

The Contracting Authority for Canada for the Contract is:

Name: Luc Ruest
Title: Supply Team Leader
Public Services and Procurement Canada
Acquisitions Branch
Armoured Vehicles Projects Directorate
Address: 11 Laurier, Place du Portage, Phase 3, Tower C, Floor 9C2.

Telephone: 873-469-4777
E-mail address: luc.ruest@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 and any of its subcontractors 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 written requests signed by the Contracting Authority.

7.8.2 Requisitioning Authority (To be inserted at contract award)

The Requisitioning Authority for the Contract is:

National Defence Headquarters
MGen George R. Pearkes Building
Ottawa, Ontario K1A 0K2

Attention: _____
Tel.: _____
Fax: _____

The Requisitioning Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Requisitioning 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 Requisitioning Authority however the Requisitioning 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.

Solicitation No. - N° de l'invitation
W8486-196008/A
Client Ref. No. - N° de réf. du client
W8486-196008

Amd. No. - N° de la modif.
File No. - N° du dossier
303BL. W8486-196008

Buyer ID - Id de l'acheteur
303BL
CCC No./N° CCC - FMS No./N° VME

7.8.3 Technical Authority (To be inserted at contract award)

The Technical Authority for the Contract is:

National Defence Headquarters
MGen George R. Pearkes Building
Ottawa, Ontario K1A 0K2

Attention: _____
Tel.: _____
Fax: _____

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.

7.8.4 Quality Assurance Authority (QAR) (To be inserted at Contract award)

The Quality Assurance Authority is responsible for quality assurance of all work received under this Contract.

National Defence Headquarters
MGen George R. Pearkes Building
Ottawa, Ontario K1A 0K2

Attention: _____
Tel.: _____
Fax: _____
E-mail address: _____

7.8.5 Contractor's Project Manager (to be inserted at Contract award)

The Contractor must, by written notice to the Contracting Authority, designate an individual as the Project Manager who will act on behalf of and with the authority of the Contractor under this Contract. The Contractor's Project Manager must be the authorized representative of the Contractor with respect to the Work. The Contractor must designate an individual as the Project Manager who complies with the requirements with respect to experience and with respect to language proficiency as set out herein:

- i) the individual must have a demonstrated minimum five (5) years management experience, within the previous ten (10) years preceding this Contract in managing work related to R&O contracts and logistics work as noted in the [Annex A Technical Statement of Work](#) and the [Annex B Logistics Statement of Work](#). Within this five (5) year period, the individual must have a demonstrated minimum three (3) years experience in managing **military** R&O and **military** logistics contracts.
- ii) the individual must be able to communicate fluently as follows: English essential. The individual must be able to communicate orally and in writing in English without any assistance and with minimal errors.

The Contractor represents and warrants that the Project Manager complies with the requirements referenced herein.

The Contractor's Project Manager is the authorized representative of the Contractor for all purposes of the Work under the Contract. The Contractor may, from time to time, by Notice, change such Project Manager, provided such Project Manager complies with all the requirements herein. These Notices must not be effective until receipt thereof by Canada. The Contractor's Project Manager must have the right to delegate its authority and to act through its duly appointed representative(s); provided, however, that the duly authorized representative of the Contractor's Project Manager must comply with the requirements herein with respect to experience and language proficiency. To be effective, such delegation must be in writing and must specify the nature and extent of the authority given, the name of the representative, with a copy delivered to Canada through the Contracting Authority, it being understood that a person to whom responsibilities have been delegated cannot further delegate such responsibilities.

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: ____ - ____ - ____

E-mail address: _____

7.8.6 Contractor's Representative (to be inserted at Contract award)

The Representative for the Contractor is:

Name:

Title:

Address:

Telephone:

E-mail address:

The Contractor's Representative is responsible for the management of the Contract for the Contractor and any changes to the Contract must be authorized in writing by the Contractor's Representative.

7.9 Payment

7.9.1 Basis of Payment

The Contractor will be paid as described in [Annex C – Basis of Payment](#), for R&O Work and for Tasks performed in accordance with the Contract.

Customs duties are excluded and Applicable Taxes are extra. FCA Free Carrier at the Designated Single Point Delivery, Incoterms 2000.

7.9.1.1 Turn-Around-Time (TAT)

7.9.1.1.1 The Contractor must meet the firm Turn Around Time (TAT) for any given item(s) in accordance with [Annex C - Basis of Payment, Table 1](#).

7.9.1.1.2 If the firm (TAT) is not met, cost reduction percentages identified in [Annex C - Basis of Payment, Table 2](#) will apply accordingly as per [Annex C – Basis of Payment](#).

- 7.9.1.1.3 The Contractor must notify, by email, the Contracting Authority (CA), the Requisitioning Authority (RA) and jacques.simard2@forces.gc.ca and the supporting Out of Country Repair Section when an item is received for repair. The email must include documentation which indicates the date on which the item was received. The Contractor must also notify these authorities when the DND Logistics Coordination Center has been contacted to arrange for shipment.

7.9.2 Basis of payment: Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized Task Authorizations, in accordance with the Basis of payment at [Annex C – Basis of Payment](#).

Canada's liability to the Contractor under the authorized Task Authorization must not exceed the limitation of expenditure specified in the authorized Task Authorization. The Contractor must not exceed the limitation of expenditure in the authorized Task Authorization as the Contractor will not be paid for any Work in excess of the limitation of expenditure. Custom duties are excluded and Applicable Taxes are extra. FCA Free Carrier at the Designated Single Point Delivery (DSPD), Incoterms 2000.

No increase in the liability of Canada or in the price of the Work specified in the authorized Task Authorizations 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.

7.10 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board Travel Directive](#), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

The Contractor must have the prior authorization of the Contracting Authority prior to travelling. All payments are subject to government audit.

7.11 Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

7.12 Payment during Extended Periods

During either of the extended periods of the Contract, the Contractor will be paid the firm hourly rates at [Annex C – Basis of Payment](#) to perform all the Work in relation to each Contract extension.

7.13 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ [to be completed at contract award](#)). Customs duties are excluded and Applicable Taxes are extra. The Contractor must not incur expenses or perform Work or any Tasks if the Contract Limitation of Expenditure would be exceeded.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum on the earlier of the following:
 - a. when the total liability in Section 7.13.1 above is 75% committed, or
 - b. four months before the Contract expiry date, or
 - c. as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.14 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units and/or upon completion of the Task(s) in accordance with the payment provisions of the Contract if:

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

7.15 Invoicing Instructions

A. "Covering" Invoices:

Invoices, which may "Cover" several work orders must be submitted by the Contractor on the its own invoice form(s) and must be prepared to show:

- a. the date;
- b. list of the individual work orders including work order number, date and amount of each work order, applicable GST/HST and total amount of each individual work order;
- c. total amount of "covering" invoice;
- d. Contract Serial Number;
- e. Client Reference Number;
- f. Financial Coding;
- g. GST Code: and
- h. Procurement Business Number.

B. "Individual" Work Order:

"Individual" work orders must be submitted by the Contractor on its own invoice form(s) and must be prepared to show:

- a. the date;
 - b. name and address of the consignee;
 - c. contract item number, quantity, part number, reference number and description;
 - d. breakdown of costs;
 - e. Contract Serial Number; and
 - f. any separate charges (example: GST/HST).
- C. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the **2035 (2018-06-21), General Conditions - Higher Complexity – Services**. Invoices cannot be submitted until all work identified in the invoice is completed.
1. The Contractor must provide supporting documentation for each invoice as follows:
 - (a) a copy of the DND Waybill/Straight Bill of Lading;
 - (b) a copy of the Detailed Diagnostic Inspection Report (DDIR); and
 - (c) a copy of the release document and any other documents as specified in the Contract and Annex A Technical Statement of Work and Annex B Logistics Statement of Work.
 2. The Contractor must distribute invoices as follows:
 - (a) The original invoice must be e-mailed to the Requisitioning Authority identified under the section entitled "Authorities" of the Contract for certification and payment; and
 - (b) One (1) electronic copy must be e-mailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.16 Certifications and Additional Information

7.16.1 Compliance

The Contractor must continually comply with the certifications provided by the Contractor in its bid and must continue to cooperate in providing associated information as requested from time to time by Canada and as provided in this Contract. This compliance and cooperation by the Contractor are conditions of the Contract. All certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract. Canada has the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

7.18 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in [\(to be insert at contract award\)](#).

7.19 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list herein, 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) these Articles of Agreement;
- (b) the Supplemental General Conditions 4006 (2010-08-16)
- (c) the General Conditions 2035 (2018-06-21);
- (d) Annex A, Technical Statement of Work;
- (e) Annex B, Logistics Statement of Work;
- (f) Annex C, Basis of Payment;
- (g) Annex D, Security Requirements Check List;
- (h) Annex F, Task Authorization (DND 626);
- (i) the signed Task Authorizations (including all of its Annexes, if any); and
- (j) the Contractor's bid dated (TBD) , as clarified on _____ and as amended on _____.

7.20 Defence Contract

The Contract is a defence contract within the meaning of the [Defence Production Act](#), R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the [Defence Production Act](#).

7.21 Foreign Nationals (Canadian Contractor)

SACC Manual Clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

7.22 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance No Specific Requirement

7.23 SACC Manual Clauses

A9131C	2014/11/27	Controlled Goods Program – Contract
B4060C	2011/05/16	Controlled Goods
D5540C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC Q)
D5510C	2017-08-17	Quality Assurance Authority (DND) - Canadian Based Contractor
D5515C	2010/01/11	Quality Assurance Authority (DND) - Foreign-based and United States Contractor
D5604C	2008/12/12	Release Documents (DND) - Foreign-based
D5605C	2010/01/11	Release Documents (DND) - United States-based Contractor; or
D5606C	2017-11-28	Release Documents (DND) - Canadian-based Contractor
D2025C	2017/08/17	Wood Packaging Materials
D3010C	2016-01-28	Delivery of Dangerous Goods/Hazardous Products
D6010C	2007/11/30	Palletization
D9002C	2007-11-30	Incomplete Assemblies

7.23.1 Quality Plan

No later than 30 days after the effective date of the Contract, the Contractor must submit for acceptance by the Department of National Defence (DND) a Quality Plan prepared according to the latest issue (at contract date) of ISO 10005:2005 "Quality management systems - Guidelines for quality plans". The Quality Plan must describe how the Contractor will conform to the specified quality requirements of the Contract and specify how the required quality activities are to be carried out, including quality assurance of subcontractors. The Contractor must include a traceability matrix from the elements of the specified quality requirements to the corresponding paragraphs in the Quality Plan.

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

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

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

If the Contract includes the option for software design, development or maintenance of software, the Contractor must interpret the requirements of *ISO 9001:2008 "Quality management systems - Requirements"*, according to the guidelines of the latest issue (at Contract date) of *ISO/IEC 90003:2004 "Software engineering - Guidelines for the application of ISO 9001:2000 to computer software"*.

7.24 Condition of Material

Unless provided otherwise in the Contract, material supplied by the Contractor must be new, or if Canada approves "as new/refurbished/rebuilt" parts, these parts must conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

7.25 Designated Single Point Delivery

The Designated Single Point Delivery (DSPD) will be: [\(To be inserted at Contract award\)](#)

The Designated Single Point Delivery (DSPD) is the destination specified by the Contractor where the goods are to be **delivered** to by the Contractor and **received** by Canada during the performance of the Contract.

7.26 Preparation for Delivery – Canadian-based Contractor

7.26.1 The Contractor (if a Canadian-based Contractor) must provide preservation and packaging for items listed in [appendix 1 to Annex A](#) in accordance with the Canadian Forces packaging specification [D-LM-008-001/SF-001](#), and the Contractor must mark items and packaging to [D-LM-008-002/SF-001](#). The Contractor must complete **Level B Pkg Data Form** in accordance with [D-LM-008-011/SF-001](#).

7.26.2 Packaging data forms previously approved by Canadian authorities are acceptable.

7.26.3 Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

OR

7.26 Preparation for Delivery – United States - based Contractor

- 7.26.1 The Contractor (if a United States-based Contractor) must provide preservation and packaging for items listed in [appendix 1 to Annex A](#) in accordance with the current issue of United States (U.S.) Department of Defense Military Standard [MIL-STD-2073](#) and the Contractor must mark these items and packaging to [MIL-STD-129](#).
- 7.26.2 Packaging data forms previously approved by Canadian authorities are acceptable.
- 7.2.3 Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

OR

7.26 Preparation for Delivery – European Union

- 7.26.1 The Contractor (if a European Union Contractor) must prepare items listed in [appendix 1 to Annex A](#) for preservation and packaging in accordance with NATO Marking and Packaging Standards as contained in the latest issue of [TL8100-0101/NATO-4](#).
- 7.26.2 The Contractor must use packaging data forms previously approved or contained in [NATO-4](#).
- 7.26.3 The Contractor must ensure approved coded packaging data is shown immediately below the description of the corresponding item. Where no packaging data is shown, the Contractor must submit a packaging data form for approval.

7.27 Shipping Instructions (Department of National Defence) - Canadian-based Contractor

- 7.27.1 Delivery will be FCA Free Carrier at the Designated Single Point Delivery (DSPD) specified at Section 7.25 of this Contract, Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND) at the DSPD. Onward shipment from the DSPD to the consignee will be Canada's responsibility.
- 7.27.2 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 7.27.3
- a. *Where the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border:* Inbound Logistics Quebec Area (ILQA)
Telephone: 1-866-935-8673 (toll free), or
1-514-252-2777, ext. 2323, 2852 or 4673
Facsimile: 1-866-939-8673 (toll free), or
1-514-252-2911
E-mail: 25DAFCTrafficQM@forces.gc.ca

OR

- b. *Where the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston:*

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

c. *Where the Contractor is located in Quebec:*
Telephone: 1-866-935-8673 (toll free), or
1-514-252-2777, ext. 4673, 2852
Facsimile: 1-866-939-8673 (toll free), or
1-514-252-2911
E-mail: 25DAFCTrafficQM@forces.gc.ca
OR

d. *Where the Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador):*
Inbound Logistics Atlantic Area (ILAA)
Telephone: 1-902-427-1438
Facsimile: 1-902-427-6237
E-mail: BlogILAA@forces.gc.ca

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

- a. the Contract number;
- b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
- c. description of each item;
- d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
- e. actual weight and dimensions of each piece type, including gross weight; and
- 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.

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

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

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

7.27.7 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.

OR

7.27 Shipping Instructions (Department of National Defence) - Foreign-based Contractors

- 7.27.1 Delivery will be FCA Free Carrier at the Designated Single Point Delivery (DSPD) specified at Section 7.25 of this Contract, Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND) at the DSPD. Onward shipment from the DSPD to the consignee will be Canada's responsibility
- 7.27.2 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 7.27.3.

- a. *when the Contractor is located in the United States (U.S.):*

Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

OR

- b. *when the Contractor is located in United Kingdom (UK) and Ireland:*

Inbound Logistics United Kingdom (ILUK):
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or
Facsimile: 011-44-1895-613047
E-mail: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovements@forces.gc.ca.

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

- c. *when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:*

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

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

- a. the Contract number;
- b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
- c. description of each item;
- d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
- e. actual weight and dimensions of each piece type, including gross weight;
- f. copy of the commercial invoice (in accordance with clause [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form C11 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
- g. [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
- h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only; and
- i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the material safety data sheet.

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

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

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

7.27.7 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.

7.28 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
ational Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2*

E-mail: ContractAdmin.DQA@forces.gc.ca.

7.29 Meetings

The Contractor must schedule, prepare and conduct the meetings in accordance with the Section 7.0 of the Annex [A – Technical SOW](#). The Contractor must host and co-chair meetings with the CA, at its facilities, unless prior agreement of the CA is obtained to do otherwise.

7.30 Reports

Unless otherwise specified, the Contractor must submit reports in accordance with [Annex A – Technical SOW](#) and [Annex B – Logistics SOW](#), unless prior agreement of the CA is obtained to do otherwise.

7.31 Work Site Access

The Contractor must provide authorized representatives of Canada access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

ANNEX A

TECHNICAL

STATEMENT OF WORK

FOR THE

REPAIR & OVERHAUL

OF

COMPONENTS

OF THE

LEOPARD 2 ARMoured RECOVERY VEHICLE CANADIAN (ARV CAN)

LEOPARD 2 ARMoured ENGINEER VEHICLE (AEV)

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Appendix 1 Repair & Overhaul – Candidate List

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1.0 SCOPE

1.1 **Background.** The Department of National Defence (DND) has a requirement for the Repair and Overhaul (R&O) of components of the Leopard 2 Armoured Recovery Vehicle Canadian (Leo 2 ARV CAN) and the Leopard 2 Armoured Engineer Vehicle (Leo 2 AEV) and a requirement for additional work on an “as and when required” basis as per this [Annex A](#), the [Technical Statement of Work](#) and [Annex B, Logistics Statement of Work](#).

1.2 **Purpose.** The purpose of this Statement of Work (SOW) is to outline the Work required to R&O components on the Leo 2 ARV CAN and Leo 2 AEV listed in Appendix 1 Repair and Overhaul – Candidate List of this Annex A. The Work is required to ensure a continuous supply of serviceable equipment for the Canadian Armed Forces.

1.3 **Authority.** In the performance of the Work, the Contractor must comply with the most recent Original Equipment Manufacturer (OEM) configuration and specifications (including all Engineering Change Proposal (ECPs)) as at the time of the Work. Any proposed amendment or changes to these configurations and specifications must be pre-authorized by the Technical Authority (TA) who will provide instructions to the Contractor through the Contracting Authority (CA). DND does not possess the required technical information or specifications to complete any part of the Work outlined in this SOW. The Contractor must obtain all the required rights and specifications directly from the OEM(s), as applicable, to perform the Work.

2. TERMINOLOGY, DEFINITIONS and PUBLICATIONS

2.1 Terminology

Term	Description
AEV	Armoured Engineer Vehicle
ARV	Armoured Recovery Vehicle
AWR	Additional Work Request
CA	Contracting Authority
CF	Canadian Forces
CFSD	Canadian Forces Supply Depot
CoC	Certificate of Conformance
DDIR	Detailed Diagnostic Inspection Report
DND	Department of National Defence
DRMIS	Defence Resource Management Information System
ECP	Engineering Change Proposal
EDC	Estimated Date of Completion
EOQ	Economic Order Quantity
FIFO	First-in / First-out
GQAR	Government Quality Assurance Representative
IAW	In Accordance With
IIR	Incoming Inspection Report
IOR	Immediate Operational Requirement
IPR	Intellectual Property Rights
IROAN	Inspect and Repair Only As Necessary
Leo 2 AEV	Leopard 2 Armoured Engineer Vehicle
LEO 2 ARV CAN	Leopard 2 Armoured Recovery Vehicle Canadian
MPR	Monthly Progress Report
MRC	Maximum Repair Cost
MRP	Mobile Repair Party

MSDS	Material Safety Data Sheet
NCAGE	NATO Commercial and Government Entity
NSCM	NATO Supply Code for Manufacturer
NO	Number
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
PLT	Procurement Lead Time
RA	Requisition Authority
REP	Repairability Indicator
RMA	Repair Material Account
R&O	Repair and Overhaul
SITS	Special Investigation & Technical Studies
SOW	Statement of Work
SPTD	Supplementary Provisioning Technical Documentation
TA	Technical Authority
TAT	Turn Around Time
TIES	Technical Investigations & Engineering Support
UOI	Unit of Issue
WO	Work Order

2.2 Definitions

- 2.2.1 **Repair and Overhaul (R&O):** In this SOW, R&O refers to the restoration of an item to its original condition or near life expectancy. It includes the replacement of worn, damaged, scrapped, obsolete, missing or life-expired parts, the incorporation of approved modifications, software upgrade(s) and the rework of components as required by OEM specifications.
- 2.2.2 **Serviceable/Serviceability:** The condition of an item which allows it to be available for immediate use, shipped or held in storage without being subjected to any limitations not applicable to new equipment.
- 2.2.3 **Interchangeability:** Following the R&O, the item must remain fully interchangeable (form, fit and function) with items 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.
- 2.2.4 **Demilitarization:** Demilitarization involves the total destruction of an item by mutilation, smelting, cutting, tearing, scratching, breaking, punching, neutralizing, et cetera. Total destruction means that an item cannot be restored or repaired to a useable condition and that no information on the characteristics, performance or manufacturing of the item can be extracted.
- 2.2.5 **Maximum Repair Cost (MRC):** The MRC is the maximum amount authorized for the Contractor to perform the Work. The Work is to include all labour, material, overheads, handling, packaging and profit to R&O an item and its specialized container. If the cost to R&O an item exceeds the MRC for that item, the Contractor must request a written authorization from the TA as provided for in Section 3.2.3 of this SOW prior to proceeding with the Work or disposal of the item.

When the cost of the R&O is equal to or below the MRC, the Contractor must proceed with the Work without further written authorization. The MRC for each line item will be provided by DND.

2.2.6 Turn Around Time (TAT): The TAT is defined as the period of time from “Date of Receipt” to the date the item is reported ready to be picked up by the DND Inbound Logistics Coordination Center. The TAT for each item must not exceed the Contractor’s proposed TAT provided by the Contractor in Table 4 – Point rated Delivery – Technical to Appendix 1 of [Annex G – Evaluation Plan](#) (and set out in Table 1 of [Annex C – Basis of Payment](#)). The proposed TAT will not apply if the MRC is exceeded. In this case, TAT will start when authorization for repair has been provided by the Crown. The principle of “first in / first out” (FIFO) should be observed unless priority of repairs is otherwise determined in accordance with the Repair Priority Code (RPC) for that item as per the [Annex B Logistics Statement of Work](#).

2.2.7 Original Equipment Manufacturer (OEM): For the purposes of this bid solicitation OEM means the original equipment manufacturer of the line item(s) as identified in [Appendix 1– Repair and Overhaul – Candidate List of Annex A - Technical Statement of Work](#) under the column NATO Commercial and Government Entity (NCAGE).

2.3 Applicable Documents

2.3.1 The following documents form part of this Annex to the extent specified herein. Unless otherwise stated in the Contract, the effective dates of issue or amendment will be those in effect on the date of award of the Contract. The documents listed below can be obtained from Canada by submitting a request to the CA. The Contractor must perform the Work In Accordance With (IAW) the following publications:

Publication	Name
A-LM-184-001/JS-001	SPECIAL INSTRUCTIONS REPAIR AND OVERHAUL CONTRACTORS
D-02-002-001/SG-001	IDENTIFICATION MARKING OF CANADIAN MILITARY PROPERTY
C-02-005-011/AM-000	MOBILE REPAIR PARTIES MANNED BY CONTRACTOR PERSONNEL
D-LM-008-001/SF-001	METHOD OF PACKAGING

2.3.2 The associated Technical Data Packages and Intellectual Property Rights required for the R&O are not available from Canada. The Contractor must obtain the associated Technical Data Packages and all Intellectual Property rights from the OEM of each unit as required to execute the Work under this Contract.

2.3.3 Discrepancies. The Contractor must notify the CA, RA and TA of discrepancies discovered within or among any documents, which form part of this SOW.

3.0 REQUIREMENTS

3.1 **General**: The Contractor must provide R&O including but not limited to: inspection, disassembly, repair, overhaul, reassembly, testing, use of OEM parts, packaging, disposal, technical data management and integrated logistics and maintenance support, labour and materials for all items listed in [Appendix 1 Repair and Overhaul – Candidate](#)

List of this Annex A. In order to maximize the future reliability and availability of the items sent for repairs, the Contractor must institute a proactive R&O program based on proven OEM good practices and historical data, where components that are most likely to fail are systematically replaced, will be the standard. A basic Inspect and Repair Only as Necessary (IROAN) program will not be an acceptable standard for this SOW.

3.2 **Inspection.** For all items listed in *Appendix 1 Repair and Overhaul – Candidate List* of this Annex:

3.2.1 The Contractor must coordinate and perform the off-loading and acceptance of each line item. The Contractor must inspect each line item and, if applicable, its shipping container for any damage, missing components or any missing CF 942 tag and record the discrepancies in the Incoming Inspection Report (IIR). As part of the IIR, the Contractor must record the reception date and serial number of each line item. The Contractor must submit an IIR to the TA with copies sent to the GQAR, or their designated representatives within ten (10) working days after the receipt of each line item.

If the Contractor receives an item with a part number and NATO Commercial and Government Entity (NCAGE) code in addition to the items listed in Appendix 1 to this Annex, the Contractor must comply with Section 7.1.3 of the Contract.

3.2.2 Using a pre-approved Detailed Diagnostic Inspection Report (DDIR) form, the Contractor must perform a Detailed Diagnostic Inspection utilizing OEM inspection criteria and methods that will allow the Contractor to ascertain the required parts (listing of parts including NSN and Part No) and labour hours (breakdown of all the tasks) required for the R&O, and replacement of worn, damaged, scrapped, obsolete, missing or life-expired parts necessary to return the item to a Serviceable condition. The DDIR must be in English.

3.2.3 If, based on the Detailed Diagnostic Inspection, the MRC to R&O an item is, or will be, exceeded, the Contractor must provide the DDIR which must include as a minimum the following for that item: Line item number, Name of item, NSN, OEM Part number, Serial number, date, DND Work order number (DRMIS WO), Contractor reference number, Sub-contractor DDIR number (if applicable), detailed cost estimate including a detailed parts and labour breakdown, cause of failure and a recommendation on a course of action (including a cost estimate). The DDIR must be submitted by the Contractor to the RA, TA and the Government Quality Assurance Representative (GQAR) for review and approval no later than forty five (45) calendar days after the receipt of material. DND reserves the right to request the item(s) to be sent back to DND in "AS IS" condition. No further Work is to be performed by the Contractor until approved by the TA. Within ten (10) business days of the Contractor's request, the TA will coordinate with the Contractor and specify the recommended course of action.

3.2.4 In the event where the Contractor cannot provide the DDIR within the forty five (45) calendar day period after the receipt of material, the Contractor must notify the RA, TA and GQAR as soon as possible before the forty five (45) calendar day period expires, stating the reasons for the delay and the revised date when the DDIR will be submitted. In the event where the Contractor fails to submit the DDIR by the stated revised date, the contractual TAT will then be applied to the item with the previously stated revised date for the DDIR submission being the start date for the TAT.

3.2.5 For items that have a cost to R&O that is equal to or lower than the MRC, the Contractor must proceed with the Work. A DDIR is still required but only after the

Work has been completed and the Contractor does not need approval from the TA.

- 3.2.6 The Contractor must put a condition tag (CF 942 NSN 9005-21-872-2435) on all the items. One tag must be on the item and one tag must be on the outside of the specialized container. The condition tags must be legible, written in English and include the Component Name (Description), NSN (Stock No), Serial number, Condition of part or assembly, DND Work Order Number, date and signature of the inspector. CF 942 tags will be provided by DND at the Kick-off meeting.
- 3.2.7 The Contractor must provide a Certificate of Conformity (CoC) once the R&O is completed. The certificate must be in English and include, at a minimum, the applicable serial number and a description of the quality verifications performed for the items repaired. A copy of the CoC must be added by the Contractor to the container exterior and one copy must be placed inside the container.
- 3.3 **Repair & Overhaul.** For items listed at Appendix 1 Repair and Overhaul – Candidate List of this Annex A, a complete R&O must be performed IAW applicable OEM specifications. The final cost must include the cost to complete the R&O and testing of the item and repair of its specialized container as applicable (Section 3.4 of this SOW) as well as any cost to identify and label the item IAW Section 3.5 of this SOW. The Contractor must also provide any SPTD and MSDS as required pursuant to Sections 3.6 and 3.7 of this SOW.
- 3.3.1 For all hydraulic components, the Contractor must replace all the non-metallic hydraulic hoses, seals, packing and gaskets, regardless of their condition. New hoses, seals, packing and gaskets must respect OEMs shelf life requirements.
- 3.3.2 The Contractor must refinish or repaint components IAW OEM specifications.
- 3.3.3 **Calibration and Testing.** IAW the OEM specifications, the Contractor must perform the necessary calibration and testing after the R&O is completed.
- 3.4 **Specialized Container Repairs and Packaging**
- 3.4.1 Each item must be returned by the Contractor in the same packaging as received. If no specialized packaging was provided then packaging guidelines as detailed in D-LM-008-001/SF-001, minimum level B or equivalent international standards, must be followed by the Contractor. A copy of the CF 942 and a CoC must be added by the Contractor to the container exterior and one copy of the CF 942 and CoC must be placed inside the container.
- 3.4.2 The Contractor must inspect, repair, repaint reusable containers or replace them if non-repairable. All odd, non-pertinent markings must be obliterated by the Contractor by the use of a suitable masking paint. As well, all loose or curled labels must be removed by the Contractor prior to the application of new labels.
- 3.5 **Identification Plate and Labels.** All items requiring identification markings, nameplates and labels must be identified by the Contractor IAW D-02-002-001/SG-001. When applicable, the Contractor must manufacture the identification plates and labels and install them prior to delivery of the equipment. All identification markings, nameplates and labels must be in both official languages (English and French) as per the Canadian Official Languages Act, unless otherwise specified. The Contractor must mark the proper identification of the Modification Record Plate if applicable. Any original identification

markings, nameplates and labels which need to be translated must be submitted to the CA and TA for approval.

- 3.6 **Supplementary Provisioning Technical Documentation (SPTD)**. The Contractor must prepare and deliver SPTD for any item that has not already been assigned a NSN. The data elements required are: Item Number, Item Name, Reference No., (manufacturer's part), NSCM/NCAGE Code, Quantity Per Assembly, Standard Unit Price, Unit of Issue (UOI), Procurement Lead Time (PLT), Recommended Buy Quantity, Economic Order Quantity (EOQ), Demilitarization Code, Reparability Indicator (REP), Shelf Life, Original Equipment Manufacturer (OEM)'s Part Number, Weights, Dimensions and a level one drawing or a sketch of the item to be catalogued. Drawing or sketch must clearly display the NCAGE Code and OEM Part Number in the title box.
- 3.7 **Material Safety Data Sheet (MSDS)**. The Contractor must submit a MSDS for each hazardous material. Hazardous materials include, but are not limited to dangerous goods identified in the Dangerous Goods Act. The MSDS must be submitted by the Contractor to Canada seven (7) calendar days prior to the delivery to Canada of any dangerous goods. A MSDS is also required for items selected for disposal by Canada.

4.0 DISPOSAL OR DEMILITARIZATION

- 4.1 **Disposal Guidance**. After the Detailed Diagnostic Inspection of an item is completed, if the cost of R&O exceeds the MRC of that item, and the TA does not authorize the R&O of that item under Section 3.2.3 of this SOW, DND must advise the Contractor to perform demilitarization or to send the item back to DND "AS IS".
- 4.2 **Demilitarization Authorization**. The TA must authorize all demilitarization activities of an item and/or its parts, in writing to the Contractor.
- 4.3 **Demilitarization**. The Contractor must complete the Certificate of Demilitarization at Appendix 2 of this Annex for all parts and assemblies that have been demilitarized by the Contractor, as per Section. 2.2.4. of this SOW. The Contractor must forward the original Certificate of Demilitarization to the TA and a copy to the CA, RA and GQAR, within thirty (30) calendar days after demilitarization has been carried out by the Contractor. The GQAR may witness the demilitarization activity. The Contractor must advise Canada 10 calendar days in advance of any demilitarization activities.
- 4.4 **Disposal**. The Contractor must dispose of scrap materiel that is not Controlled Items IAW Part 8.9 of A-LM-184-001/JS-001.

5.0 QUALITY ASSURANCE PROVISIONS

- 5.1 **Compliance**. The Contractor must organize and conduct all quality assurance activities required to demonstrate compliance with all of the requirements in this Contract including Section 7.23 of this Contract.
- 5.2 **Inspection, Control**. Canada reserves the right to perform any additional tests and inspections when such tests and inspections are considered necessary to ensure that the Contractor has met the requirements of this Contract. These additional tests and inspections will be at Canada's expense and may be performed by a DND representative. If during these additional tests and inspections Canada finds the items to be non-compliant, the Contractor must, at its own cost, undertake the necessary corrective action(s) to achieve compliance with the requirements of this Contract.

6.0 MAINTENANCE SUPPORT

- 6.1 **Mobile Repair Parties (MRPs)**. As and when required by the TA and authorized by the CA through the issuance of a formal Task Authorization (DND 626), the Contractor must provide an MRP. There are two types of MRP:
- 6.1.1 A scheduled MRP. A scheduled MRP is categorized as a routine support activity that is planned well in advance and does not require an immediate response from the Contractor. For a scheduled MRP, the Contractor must follow the standard procedures and guidelines for Mobile Repair Parties Manned by Contractor Personnel detailed in C-02-005-011/AM-000.
- 6.1.2 An unscheduled MRP is categorized as an Immediate Operational Requirement (IOR), extraordinary and/or exceptional MRP. The unscheduled MRP happens under exceptional and extraordinary circumstances (for example: pre-deployment preparations for an unexpected extended operational mission) and requires an immediate response from the Contractor. The process to action an unscheduled MRP is as follows:
- 6.1.2.1 The TA will write the detailed SOW for the unscheduled MRP request and submit it to the RA for action.
- 6.1.2.2 The RA will review the requirement IAW the Procedures and Guidelines for Mobile Repair Parties Manned by Contractor Personnel" detailed in C-02-005-011/AM-000.
- 6.1.2.3 The CA will approve the unscheduled MRP by issuing a formal Task Authorization (DND 626) authorizing the Contractor to proceed with the work.
- 6.1.3 If requested, the Contractor shall submit two (2) copies of a monthly progress report covering MRP activities to the CA and TA. The level of detail and format will be stipulated in the individual Task Authorization (DND 626) Task Authorization should such a report be deemed to be necessary.
- 6.2 **Special Investigations and Technical Studies (SITS)**. As and when required by the TA and authorized by the CA through the issuance of a formal Task Authorization (DND 626), the Contractor must undertake SITS. The scope of work normally covered under SITS is to cater for equipment not meeting specification performance standards or due to repetitive failures.
- 6.3 **Technical Investigations and Engineering Support (TIES)**. As and when required by the TA and authorized by the CA through the issuance of a formal Task Authorization (DND 626), the Contractor must undertake TIES. TIES encompasses the life cycle engineering and logistic activities related to maintaining the equipment operationally effective and sustainable.
- 6.4 **Intellectual Property Rights**. Canada will identify on a Task per Task basis, the required rights of use to Foreground Information and Background Information in accordance with Appendix 3 to this Annex (Intellectual Property Rights Form). If necessary, Canada and the Contractor will amend the Contract to incorporate the required rights of use if the Clause 7.4.1 of the Contract does not provide Canada with the required rights of use.

7.0 PROJECT MANAGEMENT

- 7.1 **Meeting**. The Contractor must host a post Contract award meeting at its facilities, within 90 calendar days (or a mutually agreed date) of the Contract award. Unless otherwise specified, the Contractor must also host annual Progress Review Meetings. The Contractor must record the meeting minutes to be provided upon completion of the meeting and provide a copy of the minutes to the CA. Other meetings will be scheduled

as and when required. When practical, the meetings should be done using videoconferencing.

- 7.2 **Agenda**. The Contractor must produce an agenda and forward it to the CA within 10 calendar days prior to all meetings. The agenda must be prepared in the Contractor format and should include, if applicable, the following topics:

- 7.2.1.1 Scope, purpose and objective of the meeting;
- 7.2.1.2 Time, date, location and expected meeting duration;
- 7.2.1.3 Suggested Government attendees;
- 7.2.1.4 Contractor attendees;
- 7.2.1.5 Documentation to be presented;
- 7.2.1.6 Status of items to be discussed;
- 7.2.1.7 List of decisions required;
- 7.2.1.8 New subject items to be introduced by the Contractor and/or the Government;
- 7.2.1.9 Visit clearance requirements if applicable; and
- 7.2.1.10 Special circumstances or requirements.

- 7.3 **Record of Decisions (ROD)**. The Contractor must produce a ROD for all meetings unless otherwise specified. The ROD should be finalized for review and signature at the end of each meeting. Signed hard copies should be distributed by the Contractor to the CA, RA and TA, at the end of the meeting. Electronic copies of the approved ROD must be provided by the Contractor to the CA, RA and TA, within five (5) working days following the end of the meeting.

8.0 REPORTS

- 8.1 **Monthly Progress Reports (MPR)**. The Contractor must submit one (1) copy of the MPR covering all R&O activities up to the date of submission. As a minimum, the Contractor must include the following in the MPR: the Part Name, NSN, Part No, Serial No, RMA No, Date Received, Work Order No, Work Order Date Open, Repair Status, DDIR Date, Sub-Contractor Name (if applicable), EDC, Invoice date and Invoice Number for each item.

LIST OF APPENDICES:

Appendix 1 – Repair and Overhaul - Candidate List
Appendix 2 - Certificate of Demilitarization
Appendix 3 – Intellectual Property Rights Form

APPENDIX 1 TO ANNEX A

CANDIDATES LIST

**REPAIR & OVERHAUL
OF**

UNIQUE COMPONENTS

OF THE

LEOPARD 2 ARMOURED RECOVERY VEHICLE CANADIAN (ARV CAN)

LEOPARD 2 ARMOURED ENGINEER VEHICLE (AEV)

APPENDIX 1 TO ANNEX A - REPAIR & OVERHAUL - CANDIDATE LIST

LINE ITEM	NSN	MPN	NCAGE	Description	Specialized Container	Special Instructions	DMC
1	1240124022345	1601534	C4978	PERISCOPE ARMORED VEHICLE			Q
2	5995991553152	PE31406	K0824	CABLE ASSEMBLY SPECIAL PURPOSE ELECTRICAL			A
3	1240124022970	1603566	C4978	HEAD ASSEMBLY TANK PERISCOPE			Q
4	2510993929487	PE13170	K0824	FRAME SECTION STRUCTURAL VEHICULAR			Q
5	2520124011828	4.138.010.008	D1871	FINAL DRIVE VEHICULAR			Q
6	2520124014445	1100484100	C2112	COOLER FLUID TRANSMISSION			A
7	2540124011820	65-K710	DL732	SEAT VEHICULAR			Q
8	2590121455816	23-3940	D2614	VALVE BLOCK			Q
9	2590121489441	23176-204100.00.0	D9448	SPANNVORRICHTUNG S			Q
10	2590991869860	PE37782	K0824	DISPENSER LANE MARK			A
11	2590992509931	PE21724	K0824	HIGH LIFT CYLINDER			Q
12	2590994231590	PE26115	K0824	COMPRESSOR ASSEMBLY			A
13	2590994643512	PE35053	K0824	ADAPTOR TINE			A
14	2590995913582	PE24568	K0824	SKID			Q
15	2590996137532	PE24220	K0824	MANIFOLD ASSEMBLY HYDRAULIC			A
16	2590998190773	PE26688	K0824	BOOM			A
17	2590999587248	PE32836/RH	K0824	EXTENSION BLADE			D
18	2590999591364	PE38715	K0824	PANEL CONTROL ELECTRICAL-ELECTRONIC EQUIPMENT			Q
19	2590999685173	PE21732	K0824	JETTISON CYLINDER S			Q
20	2590999921702	PE32836/LH	K0824	EXTENSION BLADE			D
21	2910123859572	STG30-07-M-S-EIW/	D8930	ACTUATOR ELECTRO-MECHANICAL ROTARY			A
22	3010124011166	363C32*1P200B26	C6721	ACTUATOR ELECTRO-MECHANICAL LINEAR			A
23	3010124015151	298539	C2136	DRIVE UNIT ANGLE			Q
24	3040994905161	PE32426	K0824	CYLINDER ASSEMBLY ACTUATING LINEAR			A
25	3040995515161	PE20215	K0824	CYLINDER ASSEMBLY ACTUATING LINEAR			A
26	3040998188974	PE21787	K0824	CYLINDER ASSEMBLY ACTUATING LINEAR			Q
27	3040999809188	PE23537	K0824	CYLINDER ASSEMBLY ACTUATING LINEAR			A
28	3040999952066	PE21726	K0824	CYLINDER ASSEMBLY ACTUATING LINEAR			Q
29	3940124020075	WR140410	C1970	SLING MULTIPLE LEG			A
30	4110124027088	1603452	C4978	COLD CHEST			A
31	4140124021656	1101015100	C2112	FAN VENTILATING			A
32	4210123739188	42-60056-300	D4394	TEST SOCKET FIRE EXTINGUISHING AND DETECTION SYSTEM			A
33	4210124016095	42-10457-909	D4394	EXTINGUISHER FIRE			A
34	4210124016097	42-10450-919	D4394	EXTINGUISHER FIRE			A
35	4210124019731	1594822	C4978	EXTINGUISHER FIRE			A
36	4320123459406	2300246-208520.00.0	D9448	MOTOR HYDRAULIC			A
37	4320124036912	9408523	D8782	MOTOR HYDRAULIC			A
38	4330994431283	PE20216	K0824	POWER PACK HYDRAULIC			Q
39	4730993225778	PE32864	K0824	MANIFOLD ASSEMBLY HYDRAULIC			A
40	4810124018956	42-33001-100	D4394	VALVE FLOW CONTROL			A
41	4820150149950	R930007677	A4752	VALVE SHUTTLE			A
42	4910999836885	PE38632	K0824	TEST BOX LANE MARKE			Q
43	4940995144769	PE40832	K0824	TEST STAND MINE PLO			Q
44	4940999055255	PE38637	K0824	TEST BOX COMPRESSOR			Q
45	5836124014161	1596533	C6121	CONTROLLER VIDEO DISTRIBUTION			D
46	5895124010283	624-00-073-000	D8930	CONTROL UNIT COMPUTER			D
47	5895997270513	ND7904	K0824	SELECTOR CONTROL SUBASSEMBLY			Q
48	5895998365602	ND7903	K0824	SELECTOR CONTROL SUBASSEMBLY			D

49	5950996156008	ER9236		K0824	COIL ELECTRICAL				A
50	5975124030284	LLN-GY-47		D4856	JUNCTION BOX				Q
51	5980998427362	PE23222		K0824	CONTROL-DISPLAY OPTOELECTRONIC				D
52	5995993753914	PE38689		K0824	CABLE ASSEMBLY SPECIAL PURPOSE ELECTRICAL				A
53	6105124015404	2330311001020B6		C6721	MOTOR ASSEMBLY ELECTRIC				A
54	6110124014138	42-22270-006		D4394	CONTROLLER ELECTRICAL				A
55	6110994832229	ER9237		K0824	DISTRIBUTION BOX				Q
56	611099891390	PE23971		K0824	PROTECTION BOX				Q
57	6130124017866	172080425		DM091	CHARGER BATTERY				A
58	6150993822543	PE38690		K0824	CABLE ASSEMBLY SPECIAL PURPOSE ELECTRICAL				A
59	6150993912441	PE23540		K0824	WIRING HARNESS				Q
60	6150996669031	PE20840		K0824	WIRING HARNESS BRANCHED				Q
61	6350124016738	1594896		C4978	DETECTOR HEAT				A
62	6695124012139	1611854		C6660	DYNAMOMETER ELECTRONIC				A
63	6695124014137	1.004.FBE1150540A000		C9329	REMOTE CONTROL INSTRUMENT-EQUIPMENT				Q
64	7025124011950	R902109505		D8782	DISPLAY UNIT				Q
65	2510200078422	D7110-101		L5711	FRAME SECTION.STRUCTURAL, VEHICULAR				Q
66	2530121456335	5077 129 006		D8124	FRAME ASSEMBLY WINCH SAFETY				Q
67	2590995034049	PE35221		K0824	BLADE, MINE CLEARING				F
68	2590996684459	PE35223		K0824	BLADE, MINE CLEARING				F
69	2510999406655	PE20647		K0824	OMS DEPLOYMENT FRAM				F
70	2590123281287	29.266.60.001		D8093	KUEHLER HYDRAULIKF				Q
71	2590123928563	4000009884		D8218	DECKEL TROMMELWIND		8145-12-393-3208		Q
72	2590123928572	4000004515		D8218	WINCH DRUM VEHICLE MOUNTING		8145-12-393-3177		A
73	2590123928585	4000010035		D8218	DRUM WINCH		8145-12-392-9567		Q
74	3010123293147	919401-4000		D8218	GEAR ASSEMBLY SPEED DECREASER				A
75	3950123924675	4000011570		D8218	WINCH DRUM POWER OPERATED		8145-12-392-9563		A
76	3950123928659	4000004516		D8218	WINCH DRUM POWER OPERATED		8145-12-393-3157		A
77	4320123128353	2300232-827230.000.0 or BMF35TF		D9448 or D8299	MOTOR HYDRAULIC				A
78	4320123558573	84187/1611		C4309	PUMP HYDRAULIC RAM HAND DRIVEN				Q
79	4320123945122	03717428		C1861	PUMP UNIT HYDRAULIC				Q
80	4810123292942	654950		C0856	VALVE LINEAR DIRECTIONAL CONTROL		8145-12-392-9545		A
81	4910123945004	SOCKIT-500-01-01-LEA		DL755	TEST SET HYDRAULIC SYSTEM COMPONENTS				Q
82	4910123945757	SOCKIT-FLOW-LEB1		DL755	TEST SET HYDRAULIC SYSTEM COMPONENTS				Q
83	4940123945759	5401-30-10.00		C0551	CHARGING AND TESTING UNIT NITROGEN		Case included		A
84	5120123402647	3030		C1458	JACK HYDRAULIC HAND				A
85	5950123325814	TK1671-A		D2167	REACTOR		8145-12-392-9557		Q
86	6650123942300	10-610601.000.00		C3329	PERISCOPE SUBASSEMBLY		8145-12-393-3255		Q
87	6695123920436	42-22220-105		D4394	SCANNER CONTROL AND MONITORING		8145-12-393-3207		A
88	4210124028574	42-10342-199		D4394	EXTINGUISHER BOTTLE NEUGEN		8115123429248		A
89	3431123333608	272.497.414		D3683	CONTROLLER LIGHT				A

APPENDIX 2 TO ANNEX A
CERTIFICATE OF DESTRUCTION / DEMILITARIZATION

**REPAIR & OVERHAUL
OF
COMPONENTS
OF THE
LEOPARD 2 ARMOURED RECOVERY VEHICLE CANADIAN (ARV CAN)
LEOPARD 2 ARMOURED ENGINEER VEHICLE (AEV)**

Appendix 2 – Certificate of Demilitarization – Annex A Technical Statement of Work To W8486-196008/A



Certificate of Destruction / Demilitarization

Part 1 - Identification

Part 1-A (applicable only to items with a DMC A or Q)

Stock code	Quantity	Applicable references (i.e. CFTO, DIR, etc.)

Destruction method used (i.e. crushing, shredding, smelting, etc.)

Destruction criteria used (i.e. break in two pieces, shred to a size of... etc.)

Remarks: Destruction of DMC "A" items is not required, unless there are contractual obligations or other directives that require their destruction. DMC "Q" items are subject to export control. Destruction is required, unless the items can be transferred to an authorized person.

Part 1-B (applicable only to items with a DMC D)

Stock code	Quantity	Applicable references (i.e. CFTO, DIR, etc.)

Demilitarization method used (i.e. crushing, shredding, smelting, etc.)

Demilitarization criteria used (i.e. break in two pieces, shred to a size of... etc.)

Remarks: DMC D items are subject to the *Defense Production Act*. Full demilitarization is required unless the items can be transferred to an authorized person. Informal demilitarization instructions from the item's TA or the use of Generic Demilitarization Instructions are required.

Part 1-C (applicable only to items with a DMC F)

Stock code	Quantity	Applicable references (i.e. CFTO, DIR, etc.)

Remarks: Remarks: DMC F items are subject to the *Defense Production Act*. Full demilitarization is required, unless the items can be transferred to an authorized person. Formal demilitarization instructions from the item's TA are required.

Part 2 - Certification

Part 2-A (applicable only to Part 1-A)

☐ I certify that the above item/items (attached list) was/were destroyed in accordance with the Technical Authority's instructions prior to disposing of them as scrap.

Part 2-B (applicable only to Part 1-B)

☐ I certify that the above item/items (attached list) was/were fully demilitarized in accordance with CFTO "C-01-008-000/MD-000, GENERIC DEMILITARIZATION INSTRUCTIONS" or informal demilitarization instructions received or authorized by the item's TA.

Part 2-C (applicable only to Part 1-C)

☐ I certify that the above item/items (attached list) was/were demilitarized in accordance with FORMAL demilitarization instructions provided or authorized by the item's TA.

Part 3 - Signatures

Destruction / Demilitarization performed by:	Destruction / Demilitarization witnessed by:
Print name:	Print name:
Position title:	Position title:
Organization name:	Organization name:
Date of destruction / demilitarization (yyyy-mm-dd):	Date witnessed (yyyy-mm-dd):
Signature:	Signature:

DND 2586-E (11-2017)

Design: Forms Management 613-901-6396 / 613-901-6397

Formulaire disponible en français - DND 2586-F

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Canada

RDIMS 5339982

Appendix 2 – Certificate of Demilitarization – Annex A Technical Statement of Work To W8486-196008/A

Instructions

Part 1 - Identification

Part 1-A (use for DMC "A" or "Q" only)

<u>Stock code:</u>	List the NSN(s)/PSCN(s) or part number for destruction.
<u>Quantity:</u>	Indicate the number of items (same stock code) slated for destruction.
<u>Applicable references:</u>	Record reference(s) used for the destruction of the item(s), i.e. destruction instructions, directives, technical orders, etc.
<u>Destruction method used:</u>	Record the chosen method of destruction. Examples of methods include, but are not limited to: breaking, crushing, cutting (metal displacement), cutting (other types), neutralizing, punching, shattering/pulverizing, shredding, smelting, or burning.
<u>Destruction criteria used:</u>	Record the destruction criteria. Examples of criteria may include size and/or quantity, such as 1/4 inch pieces or 10 pieces, etc.
When multiple line items are being destroyed, a list of items, with their quantity, reference, method and criteria (recorded for each); shall be attached as an annex to the certificate.	
Important: For weapons, in addition to the NSN/PSCN, the serial numbers must be recorded.	

Part 1-B (use for DMC "D" only)

<u>Stock code:</u>	List the NSN(s)/PSCN(s) or part number for demilitarization.
<u>Quantity:</u>	Indicate the number of items (same stock code) being demilitarized.
<u>Applicable references:</u>	Record reference(s) used for the demilitarization of the item(s), i.e. demilitarization instructions, directives, technical orders, etc.
<u>Destruction method used:</u>	Record the method of demilitarization used. Examples of methods include, but are not limited to: breaking, crushing, cutting (metal displacement), cutting (other types), neutralizing, punching, shattering/pulverizing, shredding, smelting, or burning.
<u>Destruction criteria used:</u>	Record the demilitarization criteria. Examples of criteria may include size and/or quantity, such as 1/4 inch pieces or 10 pieces, etc.
When multiple line items are being destroyed, a list of items, with their quantity, reference, method and criteria (recorded for each); shall be attached as an annex to the certificate.	
Important: For weapons, in addition to the NSN/PSCN, the serial numbers must be recorded.	

Part 1-C (use for DMC "F" only)

<u>Stock code:</u>	List the NSN(s)/PSCN(s) or part number for demilitarization.
<u>Quantity:</u>	Indicate the number of items (same stock code) being demilitarized.
<u>Applicable references:</u>	Record reference(s) used for the demilitarization of the item(s) i.e. demilitarization instructions, directives, technical orders, etc. Reference to formal demilitarization instructions is mandatory.

Part 2 - Certification

Part 2-A (applicable only to Part 1-A)

Check the certification that corresponds to your selection in Part 1, i.e. check certification 2-A where Part 1-A was filled, 2-B if 1-B, or 2-C if 1-C

Part 3 - Signatures

<u>Performed by:</u>	This block must be signed by the individual who destroyed or demilitarized the materiel.
<u>Witnessed by:</u>	This block must be signed by the individual who witnessed the destruction or demilitarization of the materiel.
N.B.: There is no need to witness destruction of DMC "A" or "Q" items, unless specified otherwise. However, demilitarization of DMC D and F shall be witnessed. The requirement to have DND/CAF personnel physically witnessing the demilitarization is only required where the person/company performing the demilitarization is not authorized to access controlled goods. If the party selected to demilitarize the items is authorized, the witnessing can be done by an entity other than DND/CAF.	

APPENDIX 3 TO ANNEX A
TECHNICAL STATEMENT OF WORK

REPAIR & OVERHAUL
OF
COMPONENTS
OF THE
LEOPARD 2 ARMOURED RECOVERY VEHICLE CANADIAN (ARV CAN)
LEOPARD 2 ARMOURED ENGINEER VEHICLE (AEV)

Intellectual Property Rights Form

The purpose of this form is to identify the intellectual property rights of use required by Canada on a task per task basis. It is to be used in conjunction with the Contract -Task Authorization form 626.

Right to:	Reproduce	Modify	Improve	Develop	Translate	Distribute
Background Information						
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LOGISTICS
STATEMENT OF WORK

For

In and Out of Country Repair and Overhaul for
Components of the
LEOPARD 2 ARMOURED RECOVERY VEHICLE
CANADIAN (ARV CAN)
LEOPARD 2 ARMOURED ENGINEER VEHICLE
(AEV)

FOREWORD

The purpose of this Logistics Statement of Work (LOG SOW) is to provide special instructions and procedures required for all in and out of country Contractors engaged in the Repair and Overhaul on behalf of the Department of National Defence (DND).

This LOG SOW is to be read by the Contractor in conjunction with the A-LM-184-001/JS-001 for detailed information.

This LOG SOW is distributed on the authority of the Assistant Deputy Minister (Material) (ADM (Mat)). It entails Contract conditions for Repair and Overhaul contracts for:

In and out of country: For step by step instruction on in and out of country repair process refer to Annex B in the A-LM-184-001/JS-001. This model will describe the roles and responsibilities in the end to end repair process.

It is important to understand the system of record being used by DND, the Defence Resource Management Information System (DRMIS) and the various account structures in place. All of this information is located in Chapter 1.1 of the A-LM-184-001/JS-001.

List of Acronyms and Abbreviations

Abbreviation	Description
CA	Contracting Authority
DND	Department of National Defence
NDQAR	National Defence Quality Assurance Representative
OCRS	Out of Country Repair Section
RA	Requisition Authority
R&O	Repair & Overhaul
SOW	Statement of Work
TA	Technical Authority

Figure A-1 List of Acronyms and Abbreviations

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1.0 OVERVIEW OF PUBLICATION

1.1 SYSTEM OF RECORD

DRMIS: [Defence Resource Management Information System \(DRMIS\)](#) provides total asset visibility of all Canadian Forces (CF) materiel, whether it is in use, in stock, or on a repair line. The contractors' responsibilities related to management of the accounts in DRMIS are explained and outlined below. Contractors having access to DRMIS must process required transactions as instructed in this publication.

Contractors requiring access to DRMIS must obtain a PKI (Public Key Infrastructure) card in accordance with the recently implemented Two-Factor Authentication.

Refer to Chapter 1.1 of the A-LM-184-001/JS-001 for further information on the System of Record.

1.2 SUPPLY ACCOUNTS

RMA (Repairable Material Account): is an account that must be allocated to the contractor to hold the authorized material for repair that is approved on the contract.

CRPA (Contractor Repair Parts Account): [DRMIS](#) provisioning account with a Serviceable and an Unserviceable storage location.

SLOC (Storage Locations): are used to manage and warehouse National Spares.

Refer to Chapter 1.2 of the A-LM-184-001/JS-001 for further information on Supply Accounts.

1.3 SPARES

CIS (Contract Issue Spares): CIS are government owned materiel issued to R&O contractor facilities for incorporation into DND equipment undergoing repair, overhaul and modification.

GFOS (Government Furnished Overhaul Spares): GFOS are non-catalogued spare parts that are salvaged by the Contractor, on RA/NDQAR authority, from DND materiel undergoing repair, overhaul, re-life or modification

AAS (Accountable Advance Spares): are purchased by the contractor using DND funds, in order to support DND equipment on the repair line.

GFE/GFI:

- **Government Furnished Equipment (GFE)** is government owned equipment provided by DND to a Contractor, on a loan agreement, to be used during the contract period and returned in essentially the same condition (subject to fair wear & tear) at the end of the contract.

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- **Government Furnished Information (GFI)** is any information that DND will provide, on a loan agreement, to the contractor to enable contract fulfillment. Refer to Chapter 1.3 of the A-LM-184-001/JS-001 for further information on Spares.

1.4 EXTENT OF WORK/TYPES OF EQUIPMENT

The Contractor must repair and overhaul only those items for which they have received authorization. This authority is in accordance with the Selection Notice and Priority Summary (SNAPS).

The DND equipment to be repaired and overhauled is categorized as Selected Equipment.

Refer to Chapter 1.4 of the A-LM-184-001/JS-001 for further information.

1.5 REPAIR & OVERHAUL (IN AND OUT OF COUNTRY) PROCESS

Refer to Chapter 1.5 of the A-LM-184-001/JS-001 for the process flowchart.

2.0 RECEIPTS

The Contractor is responsible for the receipt, identification, inspection and distribution of all incoming materiel, as well as the processing of receipt documentation.

Refer to Ch. 2.0 of the A-LM 184-001/JS-001 for complete instruction on how to process receipts.

2.1 SELECTION NOTICE OBSERVATION MESSAGE (SNOM)

Contractors must use a SNOM to report any or all observations to the RA for in and out of country contracts.

Refer to Chapter 2.1 of the A-LM-184-001/JS-001 for further information on SNOMs.

2.2 DISCREPANCIES IN SHIPMENTS

The Contractor must contact their supporting NDQAR/OCRS to report and action discrepancies in shipments.

The Contractor must act in accordance with Chapter 2.1 of the A-LM-184-001/JS-001.

2.3 INITIAL INSPECTION OF REPAIRABLE MATERIAL

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The Contractor may be granted authority to strip the equipment to assess its repair or overhaul potential and to estimate costs.

Refer to Chapter 2.3 of the A-LM-184-001/JS-001 for further instruction on inspection of repairable material.

2.4 HAZARDOUS MATERIEL AND CONTROLLED GOODS

Due diligence must be exercised when carrying out duties and responsibilities associated with hazardous material and controlled goods.

Refer to Chapter 2.4 of the A-LM-184-001/JS-001 for further information on HAZMAT and controlled goods.

3.0 WORK CONTROL

The Contractor must ensure that the repair of all DND equipment is controlled by an internal serial numbered work order in accordance with Chapter 3.0 of the A-LM-184-001/JS-001.

3.1 COMPLETION OF WORK

On completion of Repair or Overhaul, the Contractor must transfer the material from unserviceable Storage Location or Work Order to the serviceable Storage Location.

Refer to Chapter 3.1 of the A-LM-184-001/JS-001 for further information on completion of work.

3.2 STOP REPAIR ACTION

Upon receipt of an updated SNAPS indicating Stop Repair Action, the Contractor must action the Repairable as per the Instructions supplied.

The Contractor must comply immediately with all stop repair instructions.

Refer to Chapter 3.2 of the A-LM-184-001/JS-001 for detailed procedures.

4.0 SELECTION NOTICE AND PRIORITY SUMMARY (SNAPS)

The SNAPS is a report designed to show all MMRs which are selected for repair to that RMA/SLOC, the Maximum Repair Cost (MRC) and the 24-month forecast. The information on the SNAPS plus the R&O contract provides the Contractor with the authority to repair.

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Refer to Chapter 4 of the A-LM-184-001/JS-001 for further information on Annual Repair Forecasts.

5.0 COST CONTROL

The Contractor must monitor the cost of each repair to ensure that total repair costs remain within approved limits and do not exceed the MRC unless otherwise approved in accordance with the procedures in Annex A Technical Statement of Work and this Annex B Logistics Statement of Work. While undergoing repair, total cost must be monitored to determine whether or not to continue the repair.

Refer to Chapter 5.0 of the A-LM-184-001/JS-001 for more information on cost control.

5.1 DEFINITIONS

Refer to Chapter 5.1 of the A-LM-184-001/JS-001 for definitions pertaining to cost control.

6.0 COSTING RECORDS

The Contractor must prepare forms and maintain records in accordance with Chapter 6.0 of the A-LM-184-001/JS-001.

7.0 SUPPLY SUPPORT/SUSTAINMENT SUPPORT

7.1 TRANSACTION DOCUMENTATION

The DND 2227 is the supply document used by all contractors when performing supply related transactions. Contractors can use their own templates, provided all of the same information appears on their templates.

Refer to Chapter 8.1 of the A-LM-184-001/JS-001 for more information.

7.2 CONTRACTOR SUPPLY ACCOUNTING

Prime Contractors will be provided an RMA and CRPA for holding spare parts for repair and overhaul of DND materiel.

Refer to Ch. 8.2 of the A-LM-184-001/JS-001 for more information.

7.3 MANAGEMENT OF GOVERNMENT OWNED SPARES

The Contractor must account for Government Furnished Overhaul Spares (GFOS) electronically or by a manual stock record system.

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Refer to Chapter 8.3 of the A-LM-184-001/JS-001 for more information.

7.4 SPARES REVIEW

In conjunction with the two year stocktaking schedule, the Contractor must carry out a review of GFOS.

Refer to Chapter 8.4 of the A-LM-184-001/JS-001 for more information.

7.5 STOCKTAKING

The RA, working with the supporting NDQAR must initiate and have the contractor carry out a one hundred per cent (100%) manual stocktaking of in country RMAs, and CRPAs, as well as, GFOS must be counted at a minimum of once every two years or as indicated by Cycle Count Indicator.

Refer to Chapter 8.5 of the A-LM-184-001/JS-001 for more information and the processes for Stocktaking.

7.6 WAREHOUSING

The Contractor must be responsible for the appropriate warehousing and storage of government owned materiel.

Refer to Chapter 8.7 of the A-LM-184-001/JS-001 for further information on Warehousing.

7.7 LOSS OR DAMAGE TO DND MATERIEL

The Contractor must report to the supporting NDQAR/OCRS all instances of loss or damage to government owned materiel in his custody within two (2) working days of confirmation of its discovery.

Refer to Chapter 8.8 of the A-LM-184-001/JS-001 for further explanation and detail.

7.8 SCRAP - CUSTODY & DISPOSAL

The Contractor must safeguard, control and dispose of scrap material.

Refer to Chapter 8.9 of the A-LM-184-001/JS-001 for further explanation and detail on scrap materiel.

8.0 CONTRACTOR USE OF DND EQUIPMENT AND PUBLICATIONS

Written consent must be provided by DND for contractor use of DND publications, tools, test-equipment or jigs and fixtures for commercial work.

Refer to Chapter 10.0 of the A-LM-184-001/JS-001 for more information.

9.0 PUBLICATIONS

The Contractor must document requirements for publications and submit to the RA. The Contractor must develop procedures to control all DND publications in their possession.

Refer to Chapter 11.0 of the A-LM-184-001/JS-001 for more information.

9.1 DISPOSAL OF PUBLICATIONS

When a publication is no longer needed, the Contractor must request disposal instructions and take action as directed.

Refer to Chapter 11.2 of the A-LM-184-001/JS-001 for more information.

10.0 REPORTS

10.1 MATERIEL MANAGEMENT REPORTS (Mandatory)

Reports are available to the Contractor from their supporting NDQAR/OCRS or RA.

Refer to Chapter 15.1 of the A-LM-184-001/JS-001 for a complete list of reports available to contractors.

10.2 ANNUAL GOVERNMENT OWNED INVENTORY REPORT

The Contractor must submit a report annually to the RA on the value of all non-catalogued GFOS inventory held on March 31 of each year.

Refer to Chapter 15.4 of the A-LM-184-001/JS-001 for further information.

Annex C

Basis of Payment

**For the Repair & Overhaul of
Components of the
Leopard 2 Armoured Recovery Vehicle Canadian (ARV)
Armoured Engineer Vehicle (AEV)**

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NOTE: *The following definitions apply to the whole Annex C Basis of Payment:*

Contractor Furnished Material or Furnished Material

Contractor Furnished Material or Furnished Material is small parts that do not qualify under Contract Issue Spares (CIS), Accountable Advance Spares (AAS) and Government Furnished Overhaul Spares (GFOS). Contractor Furnished Material or Furnished Material normally includes material such as nuts, bolts, capacitors, resistors, etc., which are commercially available and normally carried in stock by the Contractor.

Contractor Laid Down Cost of Furnished Material

Contractor Laid-Down Cost of Furnished Material is the cost incurred by the Contractor or its subsidiaries or its Affiliates to acquire a specific item of Contractor Furnished Material used in either the R&O work or any Task or Additional Work. This is the invoice price for the Contractor Furnished Material (less trade discounts) charged to the Contractor (or its subsidiaries or its Affiliates) plus any applicable charges for transportation, exchange, custom duties, and brokerage charges.

REPAIR AND OVERHAUL SERVICES FOR THE LEOPARD 2 ARMoured RECOVERY VEHICLE CANADIAN (LEO 2 ARV CAN) AND ARMoured ENGINEER VEHICLE (AEV) COMPONENTS

For all line items repaired and overhauled in accordance with the terms of the Contract and Annex A Technical SOW and Annex B Logistics SOW, the Contractor will be paid (1) the Contractor's all-inclusive Firm Hourly Blended Direct Labour rate (inclusive of profit) (as per 1) below with any reduction for Cost Reduction Rate as per Table 2 below) multiplied by the hours of labour used to repair and overhaul the line item, plus (2) the Contractor Laid Down Cost of Material Furnished (as per 2) below) for additional material consumed multiplied by the (3) all-inclusive Contractor Firm Furnished Material Mark-up Rate (as per 3) below) up to the Maximum Repair Cost (MRC) or higher if approved by Canada. The MRC will be established for each line item for the Repair and Overhaul services for the Leopard 2 Armoured Recovery Vehicle Canadian (Leo 2 ARV CAN) and Armoured Engineer Vehicle (AEV) components in accordance with Annex A Technical SOW and Annex B Logistics SOW of the Contract.

1) Firm Hourly Blended Direct Labour Rate:

The all-inclusive R&O Firm Hourly Blended Direct Labour rate is the blended labour rate per hour for all direct labour required by the Contractor and its subcontractors and its Affiliates to perform Repair and Overhaul services, including the cost of shipping and the inspection and repair of containers. The Firm Hourly Blended Direct Labour Rate is also inclusive of the Contractor's, its subsidiaries' and its Affiliates' profit and overhead. This is Rate A per year of the Contract term and per year of the option years (as provided by the Contractor in Table 5 – Rates (R&O, Labour & Material Mark up – Financial) in Appendix 1 to Annex G Evaluation Plan of the bid solicitation) and is set out in the Table for CLIN 001 below. CLIN 001 for a line item will be reduced by the Cost Reduction Rate as per Table 2 below if the Contractor fails to meet the TAT for that line item.

2) Contractor Laid Down Cost of Furnished Material:

The Contractor Laid Down Cost of Furnished Material is the actual cost incurred by the Contractor or its subsidiary or its Affiliate to purchase Contractor Furnished Material required for the R&O under the Contract. This is the cost as per the Contractor's (or subsidiary's or Affiliate's) invoice price for the Contractor Furnished Material purchased less trade discount plus any applicable charges for transportation, exchange, customs duties, brokerage duties and applicable taxes. Contractor Furnished Material acquired by the Contractor or subsidiary or Affiliate includes but is not limited to the Original Equipment Manufacturer (OEM) parts or acceptable substitutes and packaging material. See definition of Contractor Furnished Material at the beginning of this Annex C.

3) Contractor Firm Furnished Material Mark-up Rate (%):

The Contractor Firm Furnished Material Mark-up Rate (%) is the Rate C per year of the Contract term and per year of the option years (as provided by the Contractor in Table 5 – Rates (R&O, Labour & Material Mark Up – Financial) in Appendix 1 to Annex G Evaluation Plan of the bid solicitation) and is set out in Table 4 for CLIN 003 below.

CLIN 001 – R&O Firm Hourly Blended Direct Labour Rate (inclusive of profit) (includes subsidiary's and Affiliate's labour rate)

	Contract Award Firm Year 1	Contract Award Firm Year 2	Option Year 1	Option year 2
R&O Firm Hourly Blended Direct Labour Rate				

Delivery – Firm Turn-Around-Time (TAT) – Reductions to CLIN 001

To avoid reductions to CLIN 001, the Contractor must comply with the firm Turn-Around-Time (TAT) at Table 1 below (provided by the Contractor in Table 4 – Point rated Delivery – Technical in the Contractor's bid) and set out in Table 1 below.

Table 1

LINE ITEM	NSN	MPN	NCAG E	Description	Specialized Container	DM C	Turn Around Time (TAT) (Number of Days)
1	12401240 22345	1601534	C4978	PERISCOPE ARMORED VEHICLE		Q	
2	59959915 53152	PE31406	K0824	CABLE ASSEMBLY SPECIAL PURPOSE ELECTRICAL		A	
3	12401240 22970	1603566	C4978	HEAD ASSEMBLY TANK PERISCOPE		Q	
4	25109939 29487	PE13170	K0824	FRAME SECTION STRUCTURAL VEHICULAR		Q	
5	25201240 11828	4.138.010.0 08	D1871	FINAL DRIVE VEHICULAR		Q	
6	25201240 14445	110048410 0	C2112	COOLER FLUID TRANSMISSION		A	
7	25401240 11820	65-K710	DL732	SEAT VEHICULAR		Q	
8	25901214 55816	23-3940	D2614	VALVE BLOCK		Q	
9	25901214 89441	23176- 204100.00. 0	D9448	SPANNVORRICHTUNG S		Q	
10	25909918 69860	PE37782	K0824	DISPENSER LANE MARK		A	
11	25909925 09931	PE21724	K0824	HIGH LIFT CYLINDER		Q	
12	25909942 31590	PE26115	K0824	COMPRESSOR ASSEMBLY		A	
13	25909946 43512	PE35053	K0824	ADAPTOR TINE		A	
14	25909959 13582	PE24568	K0824	SKID		Q	
15	25909961 37532	PE24220	K0824	MANIFOLD ASSEMBLY HYDRAULIC		A	

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16	25909981 90773	PE26688	K0824	BOOM		A	
17	25909995 87248	PE32836/R H	K0824	EXTENSION BLADE		D	
18	25909995 91364	PE38715	K0824	PANEL CONTROL ELECTRICAL- ELECTRONIC EQUIPMENT		Q	
19	25909996 85173	PE21732	K0824	JETTISON CYLINDER S		Q	
20	25909999 21702	PE32836/L H	K0824	EXTENSION BLADE		D	
21	29101238 59572	STG30-07- M-S-EMV	D8930	ACTUATOR ELECTRO- MECHANICAL ROTARY		A	
22	30101240 11166	363C32+1 P200B26	C6721	ACTUATOR ELECTRO- MECHANICAL LINEAR		A	
23	30101240 15151	298539	C2136	DRIVE UNIT ANGLE		Q	
24	30409949 05161	PE32426	K0824	CYLINDER ASSEMBLY ACTUATING LINEAR		A	
25	30409955 15161	PE20215	K0824	CYLINDER ASSEMBLY ACTUATING LINEAR		A	
26	30409981 88974	PE21787	K0824	CYLINDER ASSEMBLY ACTUATING LINEAR		Q	
27	30409998 09188	PE23537	K0824	CYLINDER ASSEMBLY ACTUATING LINEAR		A	
28	30409999 52066	PE21726	K0824	CYLINDER ASSEMBLY ACTUATING LINEAR		Q	
29	39401240 20075	WR140410	C1970	SLING MULTIPLE LEG		A	
30	41101240 27088	1603452	C4978	COLD CHEST		A	
31	41401240 21656	110101510 0	C2112	FAN VENTILATING		A	
32	42101237 39188	42-60056- 300	D4394	TEST SOCKET FIRE EXTINGUISHING AND DETECTION SYSTEM		A	
33	42101240 16095	42-10457- 909	D4394	EXTINGUISHER FIRE		A	
34	42101240 16097	42-10450- 919	D4394	EXTINGUISHER FIRE		A	
35	42101240 19731	1594822	C4978	EXTINGUISHER FIRE		A	
36	43201234 59406	2300246- 208520.00. 0	D9448	MOTOR HYDRAULIC		A	
37	43201240 36912	9408523	D8782	MOTOR HYDRAULIC		A	
38	43309944 31283	PE20216	K0824	POWER PACK HYDRAULIC		Q	
39	47309932 25778	PE32664	K0824	MANIFOLD ASSEMBLY HYDRAULIC		A	
40	48101240 18956	42-33001- 100	D4394	VALVE FLOW CONTROL		A	
41	48201501 49950	R93000767 7	A4752	VALVE SHUTTLE		A	

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42	49109998 36885	PE38632	K0824	TEST BOX LANE MARKE		Q	
43	49409951 44769	PE40832	K0824	TEST STAND MINE PLO		Q	
44	49409990 55255	PE38637	K0824	TEST BOX COMPRESSOR		Q	
45	58361240 14161	1596533	C6121	CONTROLLER VIDEO DISTRIBUTION		D	
46	58951240 10283	624-00- 073-000	D8930	CONTROL UNIT COMPUTER		D	
47	58959972 70513	ND7904	K0824	SELECTOR CONTROL SUBASSEMBLY		Q	
48	58959983 65602	ND7903	K0824	SELECTOR CONTROL SUBASSEMBLY		D	
49	59509961 56008	ER9236	K0824	COIL ELECTRICAL		A	
50	59751240 30284	LLN-GY-47	D4856	JUNCTION BOX		Q	
51	59809984 27362	PE23222	K0824	CONTROL-DISPLAY OPTOELECTRONIC		D	
52	59959937 53914	PE38689	K0824	CABLE ASSEMBLY SPECIAL PURPOSE ELECTRICAL		A	
53	61051240 15404	233301100 1020B6	C6721	MOTOR ASSEMBLY ELECTRIC		A	
54	61101240 14138	42-22270- 006	D4394	CONTROLLER ELECTRICAL		A	
55	61109948 32229	ER9237	K0824	DISTRIBUTION BOX		Q	
56	61109998 91390	PE23971	K0824	PROTECTION BOX		Q	
57	61301240 17866	172080425	DM09 1	CHARGER BATTERY		A	
58	61509938 22543	PE38690	K0824	CABLE ASSEMBLY SPECIAL PURPOSE ELECTRICAL		A	
59	61509939 12441	PE23540	K0824	WIRING HARNESS		Q	
60	61509966 69031	PE20840	K0824	WIRING HARNESS BRANCHED		Q	
61	63501240 16738	1594896	C4978	DETECTOR HEAT		A	
62	66951240 12139	1611854	CG660	DYNAMOMETER ELECTRONIC		A	
63	66951240 14137	1.004.FBEI 150540A00 0	C9329	REMOTE CONTROL INSTRUMENT- EQUIPMENT		Q	
64	70251240 11950	R90210950 5	D8782	DISPLAY UNIT		Q	
65	25102000 78422	D7110-101	L5711	FRAME SECTION,STRUCTURAL,VEHICUL AR		Q	
66	25301214 56335	5077 129 006	D8124	BRAKE ASSEMBLY WINCH SAFETY		Q	
67	25909950 34049	PE35221	K0824	BLADE, MINE CLEARING		F	

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68	25909966 84459	PE35223	K0824	BLADE, MINE CLEARING		F	
69	25109994 06655	PE20647	K0824	OMS DEPLOYMENT FRAM		F	
70	25901232 81287	29.266.60.0 01	D8093	KUEHLER HYDRAULIKF		Q	
71	25901239 28563	400000988 4	D8218	DECKEL TROMMELWIND	8145-12- 393-3208	Q	
72	25901239 28572	400000451 5	D8218	WINCH DRUM VEHICLE MOUNTING	8145-12- 393-3177	A	
73	25901239 28585	400001003 5	D8218	DRUM WINCH	8145-12- 392-9567	Q	
74	30101232 93147	919401- 4000	D8218	GEAR ASSEMBLY SPEED DECREASER		A	
75	39501239 24675	400001157 0	D8218	WINCH DRUM POWER OPERATED	8145-12- 392-9563	A	
76	39501239 28659	400000451 6	D8218	WINCH DRUM POWER OPERATED	8145-12- 393-3157	A	
77	43201231 28353	2300232- 827230.000 .0 or BMF35TF	D9448 or D8299	MOTOR HYDRAULIC		A	
78	43201235 58573	84187/1611	C4309	PUMP HYDRAULIC RAM HAND DRIVEN		Q	
79	43201239 45122	03717428	C1861	PUMP UNIT HYDRAULIC		Q	
80	48101232 92942	654950	C0856	VALVE LINEAR DIRECTIONAL CONTROL	8145-12- 392-9545	A	
81	49101239 45004	SCKIT-500- 01-01-LEA	DL755	TEST SET HYDRAULIC SYSTEM COMPONENTS		Q	
82	49101239 45757	SCKIT- FLOW- LEB1	DL755	TEST SET HYDRAULIC SYSTEM COMPONENTS		Q	
83	49401239 45759	5401-30- 10.00	C0551	CHARGING AND TESTING UNIT NITROGEN	Case included	A	
84	51201234 02647	3030	C1458	JACK HYDRAULIC HAND		A	
85	59501233 25814	TK167-1-A	D2167	REACTOR	8145-12- 392-9557	Q	
86	66501239 42300	10- 610601.000 .00	C3329	PERISCOPE SUBASSEMBLY	8145-12- 393-3255	Q	
87	66951239 20436	42-22220- 105	D4394	SCANNER CONTROL AND MONITORING	8145-12- 393-3207	A	
88	42101240 28574	42-10342- 199	D4394	EXTINGUISHER BOTTLE NEUGEN	811512342 9248	A	
89	34311233 33608	272.497.41 4	D3683	CONTROLLER,LIGHT		A	

Late Delivery – Firm Turn-Around-Time (TAT)

- 1) For CLIN 001, the Contractor must meet the firm Turn-Around-Time (TAT) for any given line item(s) as listed in Table 1 above.
- 2) If the firm TAT is not met for any given line item by Contractor, the following cost reduction percentages (Cost Reduction Rate) identified in Table 2 below will apply accordingly to CLIN 001 for such line item and the amount paid to Contractor for CLIN 001 for that line item will be reduced by the Cost Reduction Rate.
- 3) For any line item(s) that incurs a Cost Reduction Rate (%), the Contractor must show the deduction on the invoice for the line item(s) accordingly and must clearly show the applicable Cost Reduction Rate and the amount deducted from the CLIN 001 for that line item.

Table 2 – reduction to CLIN 001 as per Late Delivery – Turn-Around-Time (TAT) paragraphs 1) – 3) inclusive above

Late Delivery (Calendar Days past the TAT) for a line item	Cost Reduction Rate (%) for that line item
Under 30	0%
31 to 120	5%
Over 120	10%

CLIN 002 Tasks/Additional Work

Tasks can only be authorized by the Contracting Authority or its delegated representative as per the Contract. A Task or Additional Work is defined as work beyond the scope of the basic Repair and Overhaul services for the Leopard 2 Armoured Recovery Vehicle Canadian (Leo 2 ARV CAN) and Armoured Engineer Vehicle (AEV) components (CLIN 001). For example, a Task or Additional Work may include the authorized removal and salvage of parts from condemned equipment, the demilitarization of scrap, MRPs, TIES, and SITS.

For all Tasks and Additional Work, the Contractor will be paid (1) the Contractor's all-inclusive Task Firm Hourly Direct Labour Rates (inclusive of profit) for each Direct Labour Category that worked on the Task or Additional Work (as per Table 3 below) multiplied by the hours of labour used to work on the Task or Additional Work by each Labour Category, plus (2) the Contractor Laid Down Cost of Furnished Material (as per 2) below) for additional material consumed multiplied by the (3) all-inclusive Contractor Firm Furnished Material Mark-up Rate (%) (as per 3) below) in accordance with the terms of the Task Authorization.

1) Task Firm Hourly Direct Labour Rates (inclusive of profit):

The all-inclusive Task Firm Hourly Direct Labour Rates are the rates per hour for all the direct labour required by the Contractor (including its subcontractors and its Affiliates) to perform the Work in the Task Authorization for Tasks and Additional Work. These Task Firm Hourly Direct Labour Rates are inclusive of the Contractor's, its subsidiaries and its Affiliate's profit and overhead. These are the Rate B's for each Labour Category per year of the Contract term and per year of the option years (as provided by the Contractor in Table 5 – Rates (R&O, Labour & Material Mark up – Financial) in Appendix 1 to Annex G Evaluation Plan of the bid solicitation) and are identified in Table 3 below for each of the labour categories noted in Table 3 below.

2) Contractor Laid Down Cost of Furnished Material:

The Contractor Laid Down Cost of Furnished Material is the actual cost incurred by the Contractor (or its subsidiary or its Affiliate) to purchase Contractor Furnished Material required for the Task or Additional Work under the Task Authorization. This is the cost as per the Contractor's (or its subsidiary's or its Affiliate's) invoice price for the Contractor Furnished Material purchased less trade discount plus any applicable charges for transportation, exchange, customs duties, brokerage duties and applicable taxes. Contractor Furnished Material acquired by the Contractor or its subsidiary or its Affiliates includes but is not limited to the Original Equipment Manufacturer (OEM) parts or acceptable substitutes and packaging material. See definition of Contractor Furnished Material at the beginning of this Annex C.

3) Contractor Firm Furnished Material Mark-up Rate (%):

The Contractor Firm Furnished Material Mark-up Rate (%) is the Rate C per year of the Contract term and per year of the option years (as provided by the Contractor in Table 5 – Rates (R&O, Labour & Material Mark Up – Financial) in Appendix 1 to Annex G Evaluation Plan of the bid solicitation) and is set out in the Table 4 for CLIN 003 below.

Table 3 - Task Firm Hourly Direct Labour Rates (inclusive of profit) (includes subcontractor's and Affiliate's Labour Rates)

<u>Direct Labour Category</u>	Contract Award Firm Year 1	Contract Award Firm Year 2	Option Year 1	Option Year 2
Senior Engineer				
Junior Engineer				
Senior Technician				
Junior Technician				
Technical Writer				
Field Service Representative (FSR)				

Table 4 CLIN 003 Contractor Firm Furnished Material Mark-up Rate (%):

% CONTRACTOR FIRM FURNISHED MATERIAL MARK-UP RATE (%)				
Description	Year 1	Year 2	Option Year 1	Option Year 2
Firm Furnished Materials Mark-up Rate (%)				

ANNEX D

Security Requirements Check List

**REPAIR & OVERHAUL
OF
UNIQUE COMPONENTS
OF THE
LEOPARD 2 ARMoured RECOVERY VEHICLE CANADIAN (ARV CAN)
LEOPARD 2 ARMoured ENGINEER VEHICLE (AEV)**



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W8486-196008

Security Classification / Classification de sécurité
UNCLAS

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
DEPARTMENT OF NATIONAL DEFENCE		ADM(Mat)/DLEPM/DASPM 4 (OSA)	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Repair and Overhaul and Upgrade of Leopard 2 Armoured Recovery Vehicle (ARV) and Armoured Engineering Vehicle (AEV) components.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>		NATO / OTAN <input checked="" type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input checked="" type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:		Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input checked="" type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input checked="" type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes
Non Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☐ No ☒ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLAS

Canada



Government of Canada
Gouvernement du Canada

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UNCLAS

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens									✓							
Production									✓							
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Jacques Beaudoin	Title - Titre Leo 2 OSA Coordinator	Signature
Telephone No. - N° de téléphone 819-939-0905	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel jacques.beaudoin@forces.gc.ca
		Date 05 Mar 2019

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Dawn Murray - DDSO - Industrial Security SRCL Team Lead Tel: 613 996 0274 E-mail: dawn.murray@forces.gc.ca	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date 6 March 2019

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
---	-------------------------------------

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Luc Ruest	Title - Titre Contracting Authority	Signature Ruest, Luc
		Digitally signed by Ruest, Luc Date: 2019.03.21 09:06:38 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

David Vrooman Contract Security Officer, Contract Security Division david.vrooman@tpsec-pwssc.gc.ca Tel/Tél 613-957-1261 / Fax/Télec 613-954-4171	Title - Titre	Signature Vrooman, David
		Digitally signed by Vrooman, David Date: 2019.03.20 10:27:13 -04'00'
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

ANNEX E

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

**REPAIR & OVERHAUL
OF
COMPONENTS
OF THE
LEOPARD 2 ARMoured RECOVERY VEHICLE CANADIAN (ARV CAN)
LEOPARD 2 ARMoured ENGINEER VEHICLE (AEV)**

ANNEX E

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 permanent full-time and/or permanent part-time employees.

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

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

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

Annex F
DND 626 Form
W8486-196008/A

ANNEX F
DND 626 FORM

REPAIR & OVERHAUL
OF
COMPONENTS
OF THE
LEOPARD 2 ARMoured RECOVERY VEHICLE CANADIAN (ARV CAN)
LEOPARD 2 ARMoured ENGINEER VEHICLE (AEV)

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Amendment no. – N° de la modification Increase/Decrease – Augmentation/Réduction Previous value – Valeur précédente		To – A Delivery location – Expédié à Delivery/Completion date – Date de livraison/d'achèvement		Date for the Department of National Defence le Ministère de la Défense	
Contract no. – N° du contrat Task no. – N° de la tâche		<p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instruction set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>					

Contract item no. N° d'article du contrat	Services	Cost Prix
	GST/HST TPS/TVH	
	Total	

APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.

for the Department of Public Works and Government Services
pour le ministère des Travaux publics et services gouvernementaux

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

Contract no.
Enter the PWGSC contract number in full.

Task no.
Enter the sequential Task number.

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

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

Previous value
Enter the previous total dollar amount including taxes.

To
Name of the contractor.

Delivery location
Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date
Completion date for the task.

for the Department of National Defence
Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services
Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost
The cost of the Task broken out into the individual costed items in **Services**.

GST/HST
The GST/HST cost as appropriate.

Total
The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts
This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:
Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

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

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

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

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

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

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

À
Nom de l'entrepreneur.

Expédiez à
Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement
Date d'achèvement de la tâche.

pour le ministère de la Défense nationale
Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services
Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliqueront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix
Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH
Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total
Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC
Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :
Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

ANNEX G

Evaluation Table

FOR THE

REPAIR & OVERHAUL

OF

COMPONENTS

OF THE

LEOPARD 2 ARMOURED RECOVERY VEHICLE CANADIAN (ARV CAN)

LEOPARD 2 ARMOURED ENGINEER VEHICLE (AEV)

ANNEX G

EVALUATION PLAN

FOR THE

REPAIR & OVERHAUL

OF

COMPONENTS

OF THE

LEOPARD 2 ARMoured RECOVERY VEHICLE CANADIAN (ARV CAN)

LEOPARD 2 ARMoured ENGINEER VEHICLE (AEV)

EVALUATION PLAN

1.0 INTRODUCTION

- 1.1 The Evaluation Plan defines the process and methodology to be followed for the preparation of, and the evaluation of proposals provided in response to Solicitation #: W8486-196008/A. It includes [Appendix 1, Microsoft Excel® workbook](#) with the following tables:

1.1.1 **Summary Table**

1.1.2 **Table 1 - Mandatory Criteria – Technical**

1.1.3 **Table 2 – IN/OUT Source – Technical**

1.1.4 **Table 3 - Point Rated Criteria – Technical**

1.1.5 **Table 4 – Point Rated Delivery– Technical**

1.1.6 **Table 5 – Rates (R&O, Labour & Material Mark-up – Financial)**

- 1.2 All proposals will be evaluated in accordance with the bid solicitation requirements and this [Annex G](#) - Evaluation Plan to determine their responsiveness. A responsive proposal is a proposal that meets all the requirements stipulated in the bid solicitation document. **Bidders must refer to Part 4.0 Preparation Instructions to this [Annex G](#), for completing all the Tables to this [Annex G](#).**
- 1.3 All contact between bidders and Canada must be done only through the PSPC Contracting Authority named in the bid solicitation cover page or its delegated representatives.
- 1.4 All proposed data and rates in [Appendix 1, Microsoft Excel® workbook](#) will become contractual and will be exported into the [Annex C – Basis of Payment](#) in Part 7 of the bid solicitation - Resulting Contract Clauses once a Bidder has been awarded a Contract.

2.0 EVALUATION PROCESS

2.1 Evaluation Team

The evaluation team will be responsible for the review of each proposal as well as making the recommendation for the consideration of the Bidder. The evaluation team will be comprised of the following individuals:

- 2.1.1 One Technical Authority Representative
- 2.1.2 One Requisitioning Authority Representative; and
- 2.1.3 One Contracting Authority Representative

2.2 Single Phase Bid Compliance Process

This bid evaluation includes a formal, Single Phase Bid Compliance Process that identifies where bidders are non-compliant and gives non-compliant bidders a second chance to demonstrate compliance. Bidders must refer to Part 4 of the bid solicitation entitled Evaluation Procedures and Basis of Selection for the Single Phase Bid Compliance Process.

3.0 EVALUATION METHODOLOGY

3.1 Initial Screening

Canada will screen the proposals in accordance with the Single Phase Bid Compliance Process in Section 4.1.1 of Part 4 Evaluation Procedures and Basis of Selection of the bid solicitation to determine compliance with Part 4 of the bid solicitation. Proposals that do not provide the information required in Section 4.1.1 of Part 4 of the bid solicitation, will be handled in accordance with the Single Phase Bid Compliance Process in Section 4.1.1 of Part 4 of the bid solicitation.

3.2 Table 1 – Mandatory Criteria – Technical and Table 5 – Rates (R&O, Labour & Material Mark-up – Financial)

The Bidder's proposal will be subject to a detailed evaluation to determine compliance with the mandatory technical requirements and the financial requirements in accordance with Section 4.1.1 of Part 4 of the bid solicitation entitled Evaluation Procedures and Basis of Selection. The mandatory technical requirements in Table 1 – Mandatory Criteria – Technical of Appendix 1 to this [Annex G](#) are evaluated on a simple pass/fail basis and identify the minimum requirements for proposals to be considered. Each bidder's proposal must meet all the mandatory technical requirements in Table 1 – Mandatory Criteria – Technical of Appendix 1 and must provide all the financial information required in Table 5 – Rates (R&O, Labour & Material Mark-up – Financial) of this [Annex G](#) to be considered compliant. Bidders are required to address each requirement in sufficient depth to permit a complete analysis and assessment by the evaluation team. Failure to provide a duly completed [Annex G - Evaluation Plan](#), Appendix 1 – Microsoft Excel workbook, Table 1 – Mandatory Criteria - Technical and Table 5 - Rates (R&O, Labour & Material Mark-up – Financial) with sufficient detail could result in a bidder's proposal being declared *NON-COMPLIANT* in accordance with the process in Section 4.1.1 of Part 4 of the bid solicitation entitled Evaluation Procedures and Basis of Selection.

Bidders must clearly indicate where in the proposal the supporting documentation or information can be found.

- 3.3 Table 2 – IN/OUT Source – Technical, Table 3 – Point Rated Criteria - Technical and Table 4 – Point Rated Delivery – Technical
- 3.3.1 The proposals meeting all the mandatory technical criteria and financial criteria in accordance with the Single Phase Bid Compliance Process in Section 4.1.1 of Part 4 of the bid solicitation, will be subject to point rating of the Point Rated Criteria in [Annex G - Evaluation Plan](#), Appendix 1 – Microsoft Excel workbook Table 3 – Point Rated Criteria – Technical and Table 4 – Point Rated Delivery – Technical. As per Section 3.1.4 of the bid solicitation, joint venture bids will receive 75% of their total score for Table 3 – Point Rated Criteria - Technical and 75% of their total score for Table 4 – Point Rated Delivery - Technical in Appendix 1 of [Annex G - Evaluation Plan](#).
- 3.3.2 The Bidder's Point Rated Criteria points for P1 in Table 3 – Point Rated Criteria – Technical are determined by the Bidder checking the applicable check box for P1 and providing the supporting information/justification required. Each Bidder will receive points for P1 of **either** 0, 5, 10 or 15 depending on the Bidder's response to P1. No other point values will be awarded to Bidder for P1 responses. THE BIDDER MUST NOT INCLUDE EITHER SUBCONTRACTORS OR AFFILIATES WHEN COMPLETING P1 IN TABLE 3 AND WHEN PROVIDING SUPPORTING INFORMATION/JUSTIFICATION AS P1 IS AN EVALUATION CRITERIA FOR BIDDER ONLY.
- 3.3.3 The Bidder's Point Rated Criteria points for P2 in Table 3 – Point Rated Criteria – Technical are calculated by the Bidder fully completing Table 2 – IN/OUT Source – Technical of Appendix 1 to this [Annex G](#) and providing the supporting information/justification required in Table 2 – IN/OUT Source and required for P2 in Table 3 – Point Rated Criteria - Technical. Bidders will receive points for P2 of **either** 0, 11, 18 or 25 depending on the Bidder's response to Table 2 – IN/OUT Source – Technical of Appendix 1 to this [Annex G](#) and depending on the evidence/justification the Bidder provides as required for P2 in Table 3 – Point Rated Criteria – Technical. No other point values will be awarded to Bidder for P2 responses, Failure, by the Bidder, to provide a duly completed [Annex G - Evaluation Plan](#), Appendix 1 – Microsoft Excel workbook, Table 2 IN/OUT Source - Technical, could result in a proposal being declared [NON-COMPLIANT](#). Also, bidders must complete Table 2 IN/OUT Source - Technical in order for P2 in Table 3 in this [Annex G](#) to be evaluated.
- 3.3.4 The Bidder must clearly indicate where in the proposal the supporting documentation or information can be found.
- 3.3.5 The Bidder's Turn Around Time (TAT) Points in Table 4 – Point Rated Delivery – Technical of this [Annex G](#) are determined by using the following comparison method for each Line Item:
- For each compliant proposal, the points for each Line Item in Table 4 – Point Rated Delivery – Technical in this [Annex G](#) will be determined by giving a mark of 20 points to the Bidder which has the lowest TAT among all compliant bidders for that Line Item (the "Lowest TAT Bidder"). Then all other compliant bidders' TATs for that Line Item will be compared to the Lowest TAT Bidder's

score of 20 point for that Line Item. For every other compliant Bidder, the points for that other compliant Bidder's Line Item will be determined by the following: the Lowest TAT Bidder's score of 20 points for that Line Item will be prorated with that other compliant Bidder's TAT for that Line Item to result in that other compliant Bidder's TAT Points (TAT Points in Column E in the example Table below with the Lowest TAT Bidder's TAT Points for that Line Item being 20 and all other bidder's TAT Points being a portion of 20 points).

The Bidder must refer to the example table on the next page which illustrates the process for determining each Line Item's TAT Points value for each Bidder.

Example for determining a Bidder's TAT Points for a Line Item:

(If there is a conflict between the wording of Clause 3.3.5 in this Annex G with respect to calculating the TAT Points per Line Item for each Bidder and the Example below, the Example and the methodology for the calculation in the Example will govern.)

	A	B	C	D	E
			Turn Around Time Points calculation per Line Item (max 20 points)		
Bidder	Line Item	Turn Around Time Calendar days	Turn Around Time in %	Turn Around Time Points (TAT Points) (max 20 points)	
A	Line Item 1 (Bidder A)	60	$55/60 \times 100 = 91.67\%$	$91.67\% \text{ of } 20 = 18.33$	$91.67 \times 20 = 18.33$
B	Line Item 1 (Bidder B)	68	$55/68 \times 100 = 80.88\%$	$80.88\% \text{ of } 20 = 16.18$	$80.88 \times 20 = 16.18$
*C	Line Item 1 (Bidder C)	55	$55/55 \times 100 = 100\%$	$100\% \text{ of } 20 = 20$	$100\% \text{ of } 20 = 20$
JV	Line Item 1 (Joint Venture)	60	$55/60 \times 100 = 91.67\%$ 75% of 91.67% = 68.75%	$68.75\% \text{ of } 20 = 13.75$	$68.75 \times 20 = 13.75$

***Bidder C** is the Lowest TAT Bidder for Line Item 1 having the lowest TAT for Line Item 1 and therefor achieves the maximum TAT Points point rating of 20 for Line Item 1.

To determine each Bidder's final TAT Points score for Table 4 – Point Rated Delivery - Technical, all TAT Points awarded to that Bidder for each Line Item will be totaled (TAT Points Total Sum). The average of each Bidder's TAT Points Total Sum will be that Bidder's final TAT Points Score out of 20 up to a possible maximum score of 20 points.

As per Section 3.1.4 of the bid solicitation, joint venture bids will receive 75% of their total score for Table 3 – Point Rated Criteria - Technical and 75% of their total score for Table 4 – Point Rated Delivery - Technical in Appendix 1 of this [Annex G – Evaluation Plan](#).

3.4 Table 5 – Rates (R&O Labour, & Material Mark-up – Financial)

- 3.4.1 To determine the Bidder's points for Rate A (Financial Score R&O): For each Bidder with a compliant proposal, the total estimated R&O cost for each year of the Contract term and for each of the 2 option years will be calculated as that Bidder's proposed R&O labour rate (Rate A - Firm Hourly Blended Direct Labour Rate (inclusive of profit)) for that Contract year or option year (provided by Bidder in Table 5 of this [Annex G](#), Rate A) multiplied by the Estimated Yearly LOE of 12,500 hours. This results in the Bidder's Estimated Yearly R&O Cost. The Bidder's sum of its four Estimated Yearly R&O Cost values results in the Financial Cost R&O for each Bidder. The points (Rate A Score) will be allocated to each Bidder as follows: The Bidder with the lowest Financial Cost R&O will be given a score of 30 points (Best R&O Price Proposal). Then for each compliant Bidder, that Bidder's Financial Cost R&O will be compared to the Best R&O Price Proposal by dividing the Best R&O Price Proposal by that Bidder's Financial Cost R&O multiplied by a weighting factor of 30%. This results in each Bidder's Financial Score R&O. (See the Table in Clause 5.3 of this Annex G - value D shows an example of how the Bidder's Financial Score R&O is determined. If there is a conflict between the wording of this Clause 3.4.1 with respect to calculating the Bidder's Financial Score R&O and the calculation of value D in Table 5 in Clause 5.3 of this Annex G, the methodology for the calculation in Table 5 for value D will govern.) The value of the Estimated Yearly LOE (12,500 hours/year) and the Financial Cost R&O are the estimated values of the level of effort for R&O and the cost of the R&O identified and used for evaluation purposes only by Canada. The maximum amount of points that can be obtained by a Bidder is 30.

The Bidder's proposed Firm Hourly Blended Direct Labour Rate (inclusive of profit) for R&O (Rate A) is determined as per Clause 4.2.6.1 in this [Annex G](#).

- 3.4.2 To determine the Bidder's points for Rate B (Financial Score Tasks): For each Bidder with a compliant proposal, the Bidder's Rate B point score (Financial Score Tasks) for Rate B of Table 5 of this [Annex G](#) is calculated as follows;

- a) for each Labour Category, the average of all 4 of the Rate B's for that Labour Category (the Task Firm Hourly Direct Labour Rate (inclusive of profit)) for all four Contract years (the 2 years in the Contract term and the 2 option years) will be

determined. As a result, each Bidder will have 6 average Task Firm Hourly Direct Labour Rate's (Rate B's); one average Rate B for each of the 6 Labour Categories (Average Rate B (per Labour Category)). The Bidder must refer to Example table below where it demonstrates the calculation of the Average Rate B (per Labour Category) for Bidder A:

Example for determining a Bidder's Average Rate B (per Labour Category) and Total Average Rate B (all Labour Categories):

Bidder A	Labour Category	Proposed Rate B for Labour Category (Contract Year 1) (Bidder A)	Proposed Rate B for Labour Category (Contract Year 2) (Bidder A)	Proposed Rate B for Labour Category (Option Year 1) (Bidder A)	Proposed Rate B for Labour Category (Option Year 2) (Bidder A)	Average Rate B (per Labour Category) for Bidder A	Total Average Rate B (all Labour Categories) for Bidder A
e s i x	Senior Engineer	\$150	\$155	\$160	\$165	$(\$150 + \$155 + \$160 + \$165) / 4 = \$157.50$	
	Junior Engineer	\$100	\$105	\$110	\$120	$(\$100 + \$105 + \$110 + \$120) / 4 = \$108.75$	
	Senior Technician	\$140	\$145	\$150	\$155	$(\$140 + \$145 + \$150 + \$155) / 4 = \$147.50$	
	Junior Technician	\$100	\$105	\$108	\$120	$(\$100 + \$105 + \$108 + \$120) / 4 = \$108.25$	
	Technical Writer	\$90	\$95	\$100	\$105	$(\$90 + \$95 + \$100 + \$105) / 4 = \$97.50$	
	FSR	\$200	\$220	\$225	\$230	$(\$200 + \$220 + \$225 + \$230) / 4 = \$218.75$	
							$(\$157.50 + \$108.75 + \$147.50 + \$108.25 + \$97.50 + \$218.75) / 6 = \$139.71$

- b) (per Labour Category) for each Bidder is totaled and that total is averaged to calculate the Bidder's Total Average Rate B (all Labour Categories). The Bidder must refer to the Example table above where it demonstrates the calculation of the Total Average Rate B (all Labour Categories) for Bidder A;
- c) the bidder which has the lowest Total Average Rate B (all Labour Categories) (Lowest Cost Labour Category Bidder) will be given a mark of 5 points. Then all other compliant bidders' Total Average Rate B (all Labour Categories) will be compared to the Lowest Cost Labour Category Bidder's value for the Total Average Rate B (all Labour Categories) to convert each compliant bidder's Total Average Rate B (all Labour Categories) into a percentage (see formula in column D in the Table below); and
- d) .For every other compliant Bidder, the points for that compliant Bidder's Financial Score Tasks will be determined by the following: multiplying the Lowest Cost Labour Category Bidder's mark of 5 points with the compliant Bidder's Total Average Rate B (all Labour Categories) in % (Column E value in Table below). This converts each compliant Bidder's Total Average Rate B (all Labour Categories) into a portion of the maximum 5 points awarded to the Lowest Cost Labour Category Bidder. The maximum amount of points that can be obtained by a Bidder for Financial Score Tasks is 5.

See example below:

Example for determining a Bidder's Financial Score Tasks:

(If there is a conflict between the wording of Clause 3.4.2 with respect to calculating the Financial Score Tasks for each Bidder and the Example below, the Example and the methodology for the calculation in the Example will govern.)

	C	D	E
	Financial Score Tasks calculation (max 5 points)		
Bidder	Total Average Rate B (all Labour Categories)	Total Average Rate B (all Labour Categories) in %	Financial Score Tasks for each Bidder (max 5 points)
A	\$150	$100/150 \times 100 = 67\%$	$67\% \text{ of } 5 = .67 \times 5 = 3.33$
B	\$100	$100/100 \times 100 = 100\%$	$100\% \text{ of } 5 = 5^*$ * Bidder B is the Lowest Cost Labour Category Bidder and is given 5 points
C	\$140	$100/140 \times 100 = 71\%$	$71\% \text{ of } 5 = .71 \times 5 = 3.57$

The Bidder's proposed Task Firm Hourly Direct Labour Rate (inclusive of profit) for each Labour Category (Rate B) is determined as per Clause 4.2.6.2 in this [Annex G](#).

3.4.3

To determine the Bidder's points for Rate C (Financial Score Material Mark-Up): For each Bidder with a compliant proposal, the Bidder's proposed Firm Furnished Material Mark-up Rate % (Rate C) for each of the 4 years in the Contract (the 2-year term of the Contract and the two option years) (provided by the Bidder in Table 5 of this [Annex G](#), Rate C) will be averaged. The average of the Bidder's Firm Furnished Material Mark-Up % Rate for all four of the years in the Contract (the 2 year term and the 2 option years) will be multiplied by \$200,000/year (Cost Allocated) to determine such Bidder's Average Yearly Mark-up (for each year). The value of \$200,000 per year (Cost Allocated) and the value of \$800,000 for the four years (Cost Allocated X 4 years) is the estimated value of the material identified and used for evaluation purposes only by Canada. The product per Bidder of such Bidder's Average Yearly Mark-up multiplied by the Cost Allocated over the 4 years of the Contract (being \$800,000) results in the Financial Cost Material Mark-up for each Bidder.

The Bidder with the lowest Financial Cost Material Mark-up among all the compliant bidders will be given the score of 5 points (Lowest Financial Cost Material Mark-up). Then all other compliant bidders' Financial Cost Material Mark-up totals will be compared to that Lowest Financial Cost Material Mark-up and converted into a percentage (see formula in column F in the Table in Clause 5.3 below). The maximum score of 5 points will then be multiplied by that percentage to determine each Bidder's score out of 5 (the Financial Score Material Mark-Up) with the bidder having the maximum score of 5 being the bidder with the Lowest Financial Cost Material Mark-up. The maximum amount of points that can be obtained by a Bidder is 5. If there is a conflict between the wording of Clause 3.4.3 with respect to calculating the Financial Score Material Mark-up for each Bidder and the Example in column F in the Table in Clause 5.3 below, the Example and the methodology for the calculation in the Example will govern.

The Bidder's proposed Firm Furnished Material Mark-up Rate % (Rate C) is determined as per Clause 4.2.6.3 in this [Annex G](#).

3.5 Joint Venture Scoring

- 3.5.1 As per Section 3.1.4 of the bid solicitation, joint venture bidders will receive 75% of their total score for Table 3 – Point Rated Criteria and 75% of their total score for Table 4 – Point Rated Delivery in Appendix 1 of this Annex.

4.0 PREPARATION INSTRUCTIONS

4.1 Introduction

[Annex G Appendix 1. Microsoft Excel® workbook](#) has been prepared in order for the Bidder to provide a response for the worksheet tabs identified as Table 1 to Table 5 in the Appendix 1 to this [Annex G](#). These tabs contain cells that are shaded in [blue](#) which are the only editable cells within the worksheet. Except with respect to the column in each Table requiring the Bidder to provide justification and information relating to the criteria noted, all other cells within [Annex G Appendix 1 Microsoft Excel® workbook](#) are locked for read only access or are intended for use by Canada alone as per this [Annex G](#). The Bidder must provide a response(s) in the worksheet tabs in each Table in Appendix 1 and must provide the justification and information required in the last column of each Table in the Bidder's proposal.

- 4.2 Guidelines for Completing Microsoft Excel® Workbook in Appendix 1 follow:

4.2.1 **Summary Table** (No input required from the Bidder other than the name of the Bidder)

- 4.2.1.1 **Questions on Summary Table requiring Yes or No answers in Column B:** These two questions are for use by Canada only.
- 4.2.1.2 **Line 1 - Point Rated Criteria - Technical:** Points allocated to the Bidder by Canada equals the SUM of P1 and P2 from Table 3 Point Rated Criteria – Technical in this [Annex G](#). The maximum amount of points that can be obtained by a Bidder is 40. Line 1 in the Summary Table is for use by Canada only. As per Section 3.1.4 of the bid solicitation, joint venture bids will receive 75% of their total score for Table 3 – Point Rated Criteria – Technical.
- 4.2.1.3 **Line 2 - Point Rated Delivery – Technical:** The maximum amount of points that can be obtained by a Bidder is 20. The evaluation methodology for Turn-Around-Time (TAT) Points allocated to the Bidder will be using the comparison method as noted in Clause 3.3.5 of this [Annex G](#). Line 2 in the Summary Table is for use by Canada only. As per Section 3.1.4 of the bid solicitation, joint venture bids will receive 75% of their total score for Table 4 – Point Rated Criteria – Technical.
- 4.2.1.4 **Line 3 - Financial Score R&O (4 yrs):** The points (Rate A Score) for the Financial Score R&O will be allocated to each Bidder by Canada in accordance with Clauses 3.4.1 and 3.5.1 of this [Annex G](#). The maximum amount of points that can be obtained by a Bidder is 30. Line 3 in the Summary Table is for use by Canada only.
- 4.2.1.5 **Line 4 – Financial Score Tasks (4 yrs):** The points (Rate B Score) for the Financial Score Tasks will be allocated to each Bidder in accordance with Clauses 3.4.2 and 3.5.1 of this [Annex G](#). The maximum amount of points that can be obtained by a Bidder is 5. Line 4 in the Summary Table is for use by Canada only.
- 4.2.1.6 **Line 5 - Financial Score Material Mark-up (4 yrs):** The points (Rate C Score) for the Financial Score Material Mark-up will be allocated to each Bidder in accordance with Clauses 3.4.3 and 3.5.1 of this [Annex G](#). The maximum amount of points that can be obtained by a Bidder is 5. Line 5 in the Summary Table is for use by Canada only.
- 4.2.2 **Table 1 – Mandatory Criteria - Technical:** The Bidder must respond to each mandatory criteria in Table 1 of the Appendix 1 to this [Annex G](#) by clicking on the COMPLIANT or NON-COMPLIANT radio buttons in Table 1 and must provide justification for any mandatory criteria for which the Bidder has clicked COMPLIANT and must provide the location of the justification for that requirement in its proposal.
- 4.2.3 **Table 2 – IN/OUT Source - Technical:** The Bidder must respond by clicking on one of the check boxes for each line item in Table 2 of the Appendix 1 to this [Annex G](#) with respect to whether the R&O of such line item will be done In-house (at the Bidder's facilities excluding subcontractor and Affiliate facilities) or the R&O will be out-sourced (to a third party, a subcontractor or an Affiliate) and must provide the subcontractor's or Affiliate's name performing the R&O for the line item, the justification/certification with respect to the Bidder's, its subcontractor's or its Affiliate's authority from the OEM to perform the R&O pursuant to Section 6.4 Subcontractors and Section 5.5 Original Equipment Manufacturer (OEM) certification of the bid solicitation. The Bidder must also provide the location of the justification/certification in its proposal and must note that Annex L has been completed and is provided as part of its proposal.

- 4.2.4 **Table 3 – Point Rated Criteria – Technical:** The Bidder must respond by providing data in Table 2 – IN/OUT Source by clicking on the applicable radio buttons for Point Rated Criteria P1 and must provide the Supporting Information/Justification required. The Point Rated P2 criteria will be calculated in accordance with the data provided by the Bidder in Table 2 - IN/OUT Source – Technical as per Clause 4.2.3 of this [Annex G](#). The Bidder must also provide the Supporting Information/Justification for P2 as required in Table 3 – Point Rated Criteria – Technical.
- 4.2.5 **Table 4 – Point Rated Delivery – Technical:** The Bidder must enter a proposed Turn-Around-Time (TAT) in Calendar days for all line items identified in Table 4 –Point Rated Delivery – Technical. **All proposed Turn-Around-Time (TATs) in Table 4 of this [Annex G](#) will become contractual and will be exported into Table 1 in the [Annex C](#) Basis of Payment in Part 7 of the bid solicitation – Resulting Contract Clauses** once a Bidder has been awarded a Contract.
- 4.2.6 **Table 5– Rates (R&O, Labour & Material Mark-up – Financial) for R&O, Tasks and Material Mark-up:**
- The Bidder must provide the following information for Table 5 Rates (R&O, Labour & Material Mark-up – Financial): RATES A, B and C as defined below:
- 4.2.6.1 **RATE A:** for the R&O Work, the Bidder must enter a firm hourly blended rate, inclusive of profit, for each of the two (2) years in the term of the Contract and for both option years in accordance with the definition of Firm Hourly Blended Direct Labour Rate in this Clause. The firm hourly blended rate (Firm Hourly Blended Direct Labour Rate) (Rate A) means the hourly rate for R&O Work that the Bidder will charge Canada per hour of R&O Work (FCA Free Carrier at the Contractor's facility Incoterms 2000) and consists of the sum of the following:
- i. Bidder's blended hourly labour rate for employees providing R&O Work;
 - ii. G & A (General and Administrative expenses) allocated to R&O Work;
 - iii. profit;
 - iv. all mark-ups (other than the Bidder's Firm Furnished Material Mark-Up % Rate (Rate C)); and
 - v. Bidder's Affiliate's and subcontractors' blended hourly labour rate per hour for R&O Work plus its Affiliate's and subcontractors' G& A, profit and mark-ups (excluding material mark-ups) allocated to the R&O Work;
- all properly allocated and reasonably incurred by Bidder and its Affiliate(s) and subcontractors in performing the R&O Work.

4.2.6.2 **RATE B:** for the Tasks or Additional Work Requests (AWRs), for each of the six (6) Labour Categories in Table 5 of Appendix 1 to this [Annex G](#), the Bidder must enter a firm hourly rate, inclusive of profit, for each of the two (2) years in the term of the Contract and for both option years in accordance with the definition of Task Firm Hourly Direct Labour Rate in this Clause. Under **LABOUR CATEGORY** the Bidder must provide the resource matching the hourly rates.

The Task Firm Hourly Direct Labour Rate (Rate B) for each Labour Category means the hourly rate for Task Work to be performed by the Bidder's employees (or subcontractor's or Affiliate's employees) in that Labour Category that the Bidder will charge Canada per hour of Task work (FCA Free Carrier at the Contractor's facility Incoterms 2000) and consists of the sum of the following (in each Labour Category):

- i. Bidder's blended hourly labour rate for employees providing Task Work in that Labour Category;
- ii. G & A (General and Administrative expenses) allocated to Tasks;
- iii. profit;
- iv. all mark-ups (other than the Bidder's Firm Furnished Material Mark-Up % Rate (Rate C)); and
- v. Bidder's Affiliate's and subcontractors' blended hourly labour rates per hour of Task Work of that Labour Category plus Affiliate's and subcontractors' G & A, profit and mark-ups (excluding material mark-ups) allocated to Tasks;

all properly allocated and reasonably incurred by Bidder and its Affiliate(s) and subcontractors in performing any work in accordance with the Task Authorizations.

4.2.6.3 **RATE C:** for the Firm Furnished Material Mark-up Rate (%), the Bidder must enter a **percentage**, for each of the two (2) years in the term of the Contract and for both option years in accordance with the definitions of Firm Furnished Material Mark-up Rate (%) and Contractor Laid Down Cost of Furnished Material in this Clause. This Rate C will be used each year of the Contract, by the Contractor as the Mark-up Rate (%) to be applied by the Contractor against the actual cost of any material or equipment purchased by the Contractor (and/or its Affiliate and/or subcontractor as applicable) (Contractor Laid Down Cost of Furnished Material as defined below) in order to perform R&O Work and/or any Task Authorizations. This Firm Furnished Material Mark-up Rate (%) must only be applied by the Contractor once against the cost of Contractor Laid Down Cost of Furnished Material whether purchased by Contractor, an Affiliate or its subcontractor(s). The Contractor must not apply this Rate C against the cost of any material provided to the Contractor by an Affiliate or a subcontractor that already has a mark-up applied against it.

The Contractor Laid Down Cost of Furnished Material is the actual cost incurred by the Contractor (or its subcontractor or its Affiliate) to purchase Contractor Furnished Material required for the R&O Work or the Task or Additional Work under the Task Authorization. This is the cost as per the Contractor's (or its subsidiary's or its Affiliate's) invoice price for the Contractor Furnished Material purchased less trade discount plus any applicable charges for transportation, exchange, customs duties, brokerage duties and applicable taxes. Contractor Furnished Material acquired by the Contractor or its subsidiary or its Affiliates is small parts that do not qualify under Contract Issue Spares (CIS), Accountable Advance Spares (AAS) and Government Furnished Overhaul Spares (GFOS). Contractor Furnished Material normally includes material such as nuts, bolts, capacitors, resistors etc, which are commercially available and normally carried in stock by the Contractor, its Affiliate(s) and/or subcontractor(s) and includes but is not limited to the Original Equipment Manufacturer (OEM) parts or acceptable substitutes and packaging material.

4.2.6.4 All Rates (Rate A, Rate B and Rate C) will become contractual and will be exported into the Annex C – Basis of Payment in Part 7 of the bid solicitation – Resulting Contract Clauses and will form part of the Contract of the successful Bidder.

5.0 BIDDER/CONTRACTOR RATED SELECTION METHOD

- 5.1 The proposals meeting all the mandatory technical criteria and mandatory financial criteria in accordance with the Single Phase Bid Compliance Process in Section 4.1.1 of Part 4 of the bid solicitation, will be subject to point rating of the Point Rated Criteria in this [Annex G - Evaluation Plan](#), Appendix 1 – Microsoft Excel workbook Table 3 – Point Rated Criteria – Technical and Table 4 – Point Rated Delivery -Technical.
- 5.2 The scoring of the point-rated technical merits for each compliant Bidder in Tables 3 and 4 of Appendix 1 to this [Annex G](#) will be derived as outlined in Clause 3.3. of this [Annex G](#). The scoring of price (cost) for the Financial Score R&O, the Financial Score Tasks and the Financial Score Material Mark-up will be derived as outlined in Sections 3.4 and 3.5 of this [Annex G](#).
- 5.3 The total combined score (Overall Score) for each compliant Bidder is the sum of the Total Technical Score of that Bidder and the Total Financial Score of that Bidder and is determined using a ratio of 60% Total Technical Score and 40% Total Financial Score.
- 5.4 The Total Technical Score for each compliant Bidder is the sum of such Bidder's Technical Score (from Table 3 - Point Rated Criteria – Technical) and its Delivery Score (the Turn Around Time Points determined in accordance with Clause 3.3.5 of this [Annex G](#) from Table 4 Point Rated Delivery – Technical of this [Annex G](#)).

- 5.5 The Total Financial Score for each compliant Bidder is the sum of such Bidder's Financial Score R&O (determined in accordance with Clause 3.4.1 of this [Annex G](#)), its Financial Score Tasks (determined in accordance with Clause 3.4.2 of this [Annex G](#)) and its Financial Score Material Mark-up (determined in accordance with Clause 3.4.3 of this [Annex G](#).)
- 5.6 As per Section 3.1.4 of the bid solicitation, joint venture bids will receive 75% of their total Technical scores for Table 3 – Point Rated Criteria – Technical and for Table 4 – Point Rated Delivery - Technical in Appendix 1 of [Annex G – Evaluation Plan](#).
- 5.7 The following Example Table illustrates how the Overall Score for each compliant Bidder will be determined and how the compliant bidders will be considered for Contract award:
- (If there is a conflict between the wording of this [Annex G](#) with respect to calculating the Overall Score (or any part thereof) for each Bidder and the Example Table below, the Example Table and the methodology for the calculations in the Example Table will govern.)**

Example Table:

	A	B	C	D	E	F	G	Overall Score (Max 100 points)
		Total Technical Score (Technical Score plus Delivery Score) (Max 60 points)						
Bidder	Technical Score (A): Point Rated Criteria - Technical (max 40 points)	Delivery Score (B): Point Rated Delivery - Technical (max 20 points)	Financial Cost R&O (C): (calculated as per Clause 3.4.1 of this <i>Annex G</i>)	Financial Score R&O (D): (max 30 points)	Financial Score Tasks (E): (calculated as per Clause 3.4.2 of this <i>Annex G</i>) (max 5 points)	Financial Cost Material Mark-up (F): (calculated as per Clause 3.4.3 of this <i>Annex G</i>)	Financial Score Material Mark-up (G): (max 5 points)	A+B+D+E+G
* A	40	18.33	\$31,000,000.00	$\frac{\$31,000,000.00}{\$31,000,000.00 \times 100 \times 30} = 30$	1	\$77,000.00	$\frac{\$55,000.00}{\$77,000.00 \times 100 \times 5} = 3.57$	$40 + 18.33 + 30 + 1 + 3.57 = \mathbf{92.90}$
**B	35.5	16.18	\$37,000,000.00	$\frac{\$31,000,000.00}{\$37,000,000.00 \times 100 \times 30} = 25.14$	5	\$55,000.00	$\frac{\$55,000.00}{\$55,000.00 \times 100 \times 5} = 5$	$35.5 + 16.18 + 25.14 + 5 + 5 = \mathbf{86.82}$
***C	38	20	\$34,000,000.00	$\frac{\$31,000,000.00}{\$34,000,000.00 \times 100 \times 30} = 27.35$	4	\$65,000.00	$\frac{\$55,000.00}{\$65,000.00 \times 100 \times 5} = 4.23$	$38 + 20 + 27.35 + 4 + 4.23 = \mathbf{93.58}$
****JV	30	13.33	\$31,000,000.00	$\frac{\$31,000,000.00}{\$31,000,000.00 \times 100 \times 30} = 30$	1	\$77,000.00	$\frac{\$55,000.00}{\$77,000.00 \times 100 \times 5} = 3.57$	$30 + 13.33 + 30 + 1 + 3.57 = \mathbf{77.90}$

- * Lowest priced compliant proposal (Bidder A) for Financial Cost R&O.
- ** Lowest priced compliant proposal (Bidder B) for Financial Cost Material Mark-up
- ** Best compliant score proposal (Bidder B) for Financial Score Tasks
- *** Bidder C would be considered for Contract award with an Overall Score of 93.58 points.
- **** JV bidder's scores in column A & B represent 75% of their original scores; the scores in columns D, E and G represent 100% of their original scores.

6.0 CONSIDERATION OF PROPOSAL FOR CONTRACT AWARD

- 6.1 Subject to the terms of the bid solicitation, including the [2003](#), [\(2019-03-04\)](#) Standard Instructions - Goods or Services - Competitive Requirements and Section 4.2.4 of the bid solicitation:
- a) the proposal that obtains the highest Overall Score will be considered for Contract award;
 - b) where two or more proposals achieve the identical Overall Score, the Bidder who achieves the highest Total Financial Score (out of a maximum of 40 points) among such proposals will be considered for Contract award;
 - c) in the event there are two or more proposals that achieve the identical Overall Score AND the identical Total Financial Score, the Bidder who achieves the highest Delivery Score will be considered for Contract award; and
 - d) in the event there are two or more proposals that achieve the identical Overall Score, the identical Total Financial Score, AND the identical Delivery Score, the Bidder who achieves the highest Total Technical Score (out of a maximum of 60 points) will be considered for Contract award.

Annex H
Certificate of Compliance
W8486-196008/A

ANNEX H

Certificate of Compliance

REPAIR & OVERHAUL

OF

COMPONENTS

OF THE

LEOPARD 2 ARMOURED RECOVERY VEHICLE CANADIAN (ARV CAN)

LEOPARD 2 ARMOURED ENGINEER VEHICLE (AEV)

CERTIFICATE OF COMPLIANCE

We _____ (*insert company name and address*) have thoroughly reviewed and understood the requirements of the complete Solicitation: **W8486-196008/A**

By signing this "Certificate of Compliance", we certify that

- 1) we will satisfy the requirements of the complete Solicitation **W8486-196008/A** ; and
- 2) we will comply with all of the mandatory requirements.

Furthermore, we represent and warrant that we have accepted, without deviation, all other terms and conditions and processes of the Solicitation except as explicitly permitted in the Solicitation.

Date

Bidder's representative

Annex I
Mandatory Tender Delivery List
W8486-196008/A

ANNEX I

Mandatory Tender Delivery List

REPAIR & OVERHAUL

OF

COMPONENTS

OF THE

LEOPARD 2 ARMOURED RECOVERY VEHICLE CANADIAN (ARV CAN)

LEOPARD 2 ARMOURED ENGINEER VEHICLE (AEV)

Bid Requirements Check List

In addition to deliverable requirements specified within the bid solicitation W8486-196008//A and the associated Technical Statement of Work (Annex A), bid requirements that must be submitted with the Bidder's tender to be deemed responsive are summarized below.

The following are mandatory and the Bidder's submission will be evaluated against the requirements as defined in the bid solicitation. The Bidder must be determined by Canada to be compliant on each item to be considered responsive.

Item	Description	Completed and/or Attached
1	Bid solicitation document part 1 page 1 completed and signed;	
2	Bid preparation instructions completed by Bidder in accordance with Clause 3.1 of bid solicitation;	
3.	Completed Table 1 – Mandatory Criteria Technical in Appendix 1 to Annex G Evaluation Plan;	
4.	Completed Table 2– IN\OUT Source –Technical in Appendix 1 to Annex G Evaluation Plan (Table 2 also calculates P1 and P2 in Table 3);	
5.	Completed Table 3– Point Rated Criteria – Technical in Appendix 1 to Annex G Evaluation Plan;	
6.	Completed Table 4 – Point Rated Delivery – Technical in Appendix 1 to Annex G Evaluation Plan;	
7.	Completed Table 5 – Rates (R&O, Labour & Material Mark Up – Financial) in Appendix 1 to Annex G Evaluation Plan in accordance with Section II clause 6.1.1 and Annex G Evaluation Plan of bid solicitation;	
8.	Completed and signed Annex H – Certificate of Compliance in accordance with Section III clause 3.1 of bid solicitation;	
9.	Completed list of Bidder's, subcontractors' and individuals' sites for which safeguarding measures are required in accordance with Part 6 Security Requirements and clause 6.1.3.1 of bid solicitation;	
10.	Integrity Provisions - Associated Information and declaration form (if applicable), in accordance with Clause 5.1.1 of bid solicitation;	
11.	Federal Contractors Program for Employment Equity, Completed and signed Annex E – Federal Contractors Program for Employment Equity – Certification in accordance with Clause 5.3 of the bid solicitation;	
12	Completion of Annex L – OEM Certification Form in accordance with clause 5.5 of the bid solicitation;	
13.	Security Requirements – all information provided as required in accordance with Clauses 6.1 and 7.6 of the bid solicitation;	
14.	Controlled Goods Requirement, Clause 6.3 of the bid solicitation;	
15.	Completed Annex J - List of Proposed Subcontractors, in accordance with Clause 6.4 of the bid solicitation;	
16.	Draft Quality Plan, in accordance with Clause 6.5 of the bid solicitation;	

Deliverables after Contract Award

Item	Description	Reference	Due By
1	The Contractor's Quality Plan.	Clause 7.23.1	30 calendar days after Contract award

Deliverables Prior to Contract Award (If Requested)

Item	Description	Reference	Due By
1	Financial Capability - Additional Financial information provided to Canada upon request in accordance with clause 6.2 of the bid solicitation;	Clause 6.2	15 Working Days following request by Canada
2	Price Certification, Completed price certification if the Bidder's bid is the sole responsive bid received in accordance with Clause 5.4.1.1 of the bid solicitation.	Clause 5.4.1.1	As requested by Canada

ANNEX J

LIST OF PROPOSED SUBCONTRACTORS

FOR THE

REPAIR & OVERHAUL

OF

COMPONENTS

OF THE

LEOPARD 2 ARMOURED RECOVERY VEHICLE CANADIAN (ARV CAN)

LEOPARD 2 ARMOURED ENGINEER VEHICLE (AEV)

List of Proposed Subcontractors

Subcontractor	Address	Description of Goods to be purchased and/or Work to be done by Subcontractor	Agreement	Site or location of Work to be performed by Subcontractor – Description of site and/or repair facilities
			Letter of intent, contract ,exclusive rights ...	

Annex K
Electronic Payment Instruments
W8486-196008/A

ANNEX K

Electronic Payment Instruments

FOR THE

**REPAIR & OVERHAUL
OF**

COMPONENTS

OF THE

LEOPARD 2 ARMOURED RECOVERY VEHICLE CANADIAN (ARV CAN)

LEOPARD 2 ARMOURED ENGINEER VEHICLE (AEV)

Solicitation No. - N° de l'invitation
W8486-196008/A
Client Ref. No. - N° de réf. du client
W8486-196008

Amd. No. - N° de la modif.
File No. - N° du dossier
303BL.W8486-196008

Buyer ID - Id de l'acheteur
303BL
CCC No./N° CCC - FMS No./N° VME

ANNEX K

ELECTRONIC PAYMENT INSTRUMENTS

FOR THE

REPAIR & OVERHAUL

OF

COMPONENTS

OF THE

LEOPARD 2 ARMoured RECOVERY VEHICLE CANADIAN

LEOPARD 2 ARMoured ENGINEER VEHICLE

Solicitation No. - N° de l'invitation

W8486-196008/A

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

W8486-196008

Amd. No. - N° de la modif.

File No. - N° du dossier

303BL.W8486-196008

Buyer ID - Id de l'acheteur

303BL

CCC No./N° CCC - FMS No./N° VME

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- () Direct Deposit (Domestic and International);
- () Wire Transfer (International Only).

Annex L
OEM Certification Form
W8486-196008/A

ANNEX L

OEM Certification Form

FOR THE

REPAIR & OVERHAUL

OF

COMPONENTS

OF THE

LEOPARD 2 ARMOURED RECOVERY VEHICLE CANADIAN (ARV CAN)

LEOPARD 2 ARMOURED ENGINEER VEHICLE (AEV)

ANNEX L

OEM CERTIFICATION FORMS

FOR THE

REPAIR & OVERHAUL

OF

COMPONENTS

OF THE

LEOPARD 2 ARMoured RECOVERY VEHICLE CANADIAN (ARV CAN)

LEOPARD 2 ARMoured ENGINEER VEHICLE (AEV)

ORIGINAL EQUIPMENT MANUFACTURER CERTIFICATION FORMS

1.0 INFORMATION AND FORMS REQUIRED (MANDATORY)

- 1.1 This Annex L – OEM Certification Forms contains the forms and the information that each Bidder must provide to Canada in response to Solicitation #: W8486-196008/A and in accordance with Sections 5.5 and 6.4 of this bid solicitation.
- 1.2 The Bidder must provide the information required in each of the OEM Certification Forms for each line item in Appendix 1– *Repair and Overhaul – Candidate List* to *Annex A – Technical Statement of Work* (in this Annex L hereafter referred to as **Line Items**). For the purposes of this Annex L – OEM Certification Forms the term OEM means the original equipment manufacturer of the Line Item(s) as identified in Appendix 1– *Repair and Overhaul – Candidate List* to *Annex A – Technical Statement of Work* under the column NCAGE. Also for the purposes of this Annex L, the term Bidder excludes Affiliates.
- 1.3 For all Line Items for which the Bidder IS the OEM, the Bidder must submit and sign an OEM Certification Form covering the Line Items for which it is the OEM listed in the format of Form 1 in this *Annex L* – “Bidder as OEM” OEM Certification Form.
- 1.4 For all Line Items for which the Bidder is NOT the OEM but the Bidder has the required rights and authority from the OEM referenced in Section 5.5.2 of this bid solicitation, the Bidder must submit and sign an OEM Certification Form covering each OEM and such OEM's Line Items listed in the format of Form 2 in this *Annex L* – “Bidder as non-OEM with authority” OEM Certification Form and must have the OEM or the OEM Affiliate sign Form 2 in addition to the Bidder's signature.. The Bidder must also submit evidence of the Bidder's rights and authority as referenced in Section 5.5.2 of the bid solicitation and as required in Form 2 of this *Annex L*.
- 1.5 For all Line Items for which the Bidder is NOT the OEM but the Bidder's proposed subcontractor(s) is the OEM (OEM Subcontractor) or the Bidder's Affiliate is the OEM (OEM Affiliate) and the Bidder is subcontracting the R&O Work related to such Line Items to the OEM Subcontractor or to the OEM Affiliate, as applicable, the Bidder must submit an OEM Certification Form covering each OEM Subcontractor (or OEM Affiliate) and that OEM Subcontractor's (or OEM Affiliate's) Line Items listed in the format of Form 3 in this *Annex L* – “Bidder's subcontractor(s) or Bidder's Affiliate as OEM” OEM Certification Form. The Bidder must also submit all the information required with respect to the referenced OEM Subcontractor(s) or OEM Affiliate as per Section 6.4 of the bid solicitation evidencing that the Bidder has subcontracted the repair and overhaul Work relating to the OEM Subcontractors' Line Items to that OEM Subcontractor or, in the case of an OEM Affiliate, that the Bidder has subcontracted the R&O Work relating to the OEM Affiliate's Line Items, to that OEM Affiliate.. Form 3 must be submitted by the Bidder and signed by both the Bidder and the OEM Subcontractor(s) or the OEM Affiliate(s) as applicable..
- 1.6 For all Line Items for which NEITHER the Bidder nor ANY of the Bidder's subcontractors and Affiliates are the OEM, but the Bidder's proposed subcontractor(s) (including the Bidder's Affiliate) have the required rights and authority from a third party OEM as referenced in Section 5.5.2 of this bid solicitation, the Bidder must submit an OEM Certification Form covering each subcontractor (and each Bidder's Affiliate) and the Bidder's Subcontractor's or the Bidder's Affiliate's right and authority from the third party OEM with respect to the Line Items listed in the format of Form 4 in this *Annex L* – “Bidder's Subcontractor as non-OEM with authority” OEM Certification Form. The Bidder must also submit all the information required with respect to the referenced subcontractor(s) (including Bidder's Affiliate if Bidder's Affiliate is the subcontractor) as

Annex L
OEM Certification Form
W8486-196008/A

per Section 6.4 of the bid solicitation evidencing that the Bidder has subcontracted the repair and overhaul Work relating to those Line Items to the subcontractor (including Bidder's Affiliate, if applicable). Form 4 must be submitted by the Bidder and signed by both the Bidder and the Bidder's subcontractor(s) (and the Bidder's Affiliate if it is the subcontractor). The Bidder must also require its subcontractor (and Bidder's Affiliate, as applicable) to provide the evidence of the subcontractor (or Bidder's Affiliate) having the required right and authority from the OEM with respect to the referenced Line Items in Form 4 in this [Annex L](#) in accordance with Sections 5.5.2 and 6.4 of the bid solicitation as if the Bidder's subcontractor(s) (or Bidder's Affiliate) is the Bidder.

- 1.7 Although all the contents of the OEM Certification Forms in this [Annex L](#) are mandatory and the Bidder must provide all the information required in the OEM Certification Forms, using the form itself to provide this information is not mandatory. For Bidders or subcontractors who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- 1.8 NO CONTRACT WILL BE AWARDED TO A BIDDER UNLESS THE BIDDER HAS PROVIDED OEM CERTIFICATION FORMS AND ALL INFORMATION AS REQUIRED IN THIS BID SOLICITATION FOR **EACH LINE ITEM** IN APPENDIX 1– REPAIR AND OVERHAUL – CANDIDATE LIST OF ANNEX A TECHNICAL STATEMENT OF WORK.
- 1.9 Multiple Line Items or multiple OEMs for a single Line Item: If multiple Line Items originate from the same OEM, the Bidder and/or the Bidder, with respect to its OEM Subcontractor, its OEM Affiliate or the third party as OEM, may group these Line Items under the same OEM Certification Forms.

Annex L FORM 1 Bidder as OEM (Section 1.3 of Annex L and Section 5.5.1 of bid solicitation) OEM Certification Form	
The Bidder, by signing this OEM Certification Form, certifies that, for each of the Line Items listed and attached to this OEM Certification Form, the Bidder is the OEM and has all the rights and authority to repair and overhaul and otherwise perform the Work on the referenced Line Items in accordance with the bid solicitation.	
Line Item or Line Items (from Appendix 1–Repair and Overhaul – Candidate List) of Annex A Technical Statement of Work covered by this OEM Certification Form. All Line Items on one form must be for the same OEM.	[Bidder must provide, and attach to this Form 1, a list of Line Item Numbers, NSN's, MPN's, NCAGE's and Descriptions for each Line Item covered by this OEM Certification Form]
Name of OEM (Bidder is OEM)	[Bidder's Name]
NCAGE of OEM	[Bidder's NCAGE]
Signature of authorized signatory of OEM	[Signature of authorized signatory of Bidder]
Print Name of authorized signatory of OEM	[Print name of authorized signatory of Bidder]
Print Title of authorized signatory of OEM	[Print title of authorized signatory of Bidder]
Address for OEM (Address of Bidder)	[Address of Bidder]
Telephone no. for OEM	[Telephone number for Bidder]
Fax no. of OEM	[Fax number of Bidder]
Date signed	[Date signed by Bidder]
Solicitation Number	W8486-196008/A

<p>Annex L</p> <p>FORM 2</p> <p>Bidder as non-OEM with authority*</p> <p>(*authority is given to Bidder by OEM Subcontractor or by OEM Affiliate or by third party OEM.)</p> <p>(Section 1.4 of Annex L and Section 5.5.2 of bid solicitation)</p> <p>OEM Certification Form</p>	
<p>The Bidder, by signing this OEM Certification Form, certifies that, for each of the Line Items listed and attached to this OEM Certification Form, the Bidder is NOT the OEM but has all the rights and authority to repair and overhaul and otherwise perform the Work on the referenced Line Items in accordance with the bid solicitation.</p> <p>The Bidder further certifies, by its signature, that the Bidder has provided evidence of the Bidder's rights and authority as referenced in the previous paragraph in this Form 2 and in Section 5.5.2 of the bid solicitation, in portions of the Bidder's proposal as noted in this Form 2, in Table 2 – IN\OUT Source – Technical of Appendix 1 to Annex G – Evaluation Plan and has provided the justification and information required in Table 3 – Point Rated Criteria – Technical of Appendix 1 to Annex G . If there are any restrictions or limitations on any of the rights and authority, Bidder must inform Canada in its proposal of such restrictions or limitations.</p> <p>If the Bidder's subcontractor is the OEM Subcontractor or the Bidder's Affiliate is the OEM Affiliate granting the referenced rights and authority to the Bidder to repair and overhaul certain Line Items, the Bidder must have the OEM Subcontractor and the OEM Affiliate (as applicable) sign this OEM Certification Form as well as the Bidder as required in this Annex L . If a third party is the OEM granting the referenced rights and authority to the Bidder to repair and overhaul certain Line Items, the Bidder must sign this OEM Certification Form.</p> <p>The Bidder's OEM Subcontractor and the Bidder's OEM Affiliate by signing this OEM Certification Form, confirm that Bidder has the referenced rights and authority with respect to the Line Items listed in this OEM Certification Form.</p>	
<p>Bidder's Name:</p> <p>Bidder's Signature:</p> <p>Date of signing by Bidder:</p>	
<p>Line Item or Line Items (from Appendix 1 – Repair and Overhaul – Candidate List) of Annex A Technical Statement of Work covered by this OEM Certification Form. All Line Items on one form must be for the same OEM.</p> <p>For each OEM (including OEM Subcontractor, OEM Affiliate and third party OEM) from whom Bidder has received the rights or authority as per paragraph 1 of this Form 2, Bidder must</p>	<p>[Bidder must provide, and attach to this Form 2, a list of Line Item Numbers, NSN's, MPN's, NCAGE's and Descriptions for each Line Item covered by this OEM Certification Form. As well, Bidder must include the evidence of its rights and authority as per the following row in this Form 2.]</p>

provide an OEM Certification Form in the form of this Form 2.	
Evidence of Bidder's right and authority to repair and overhaul or otherwise Work on the Line Items covered by this OEM Certification Form. Restrictions or limitations (if any) on Bidder's right and authority.	<p>[Bidder must provide, and attach to this Form 2, a list of the evidence of Bidder's right and authority for each Line Item covered by this OEM Certification Form as per Table 2 – IN/OUT Source – Technical and per Table 3 – Point Rated Criteria – Technical of Appendix 1 to Annex G – Evaluation Plan. or otherwise reference where in Bidder's proposal this information can be found.</p> <p>Bidder must state if there are any restrictions or limitations on the Bidder's rights and authority and must detail the restrictions or limitations.]</p>
Name of OEM (OEM Subcontractor, OEM Affiliate or third party OEM as applicable). Bidder must specify whether this form is for an OEM Subcontractor, OEM Affiliate or a third party OEM.	
NCAGE of OEM (OEM Subcontractor, OEM Affiliate or third party OEM as applicable)	
Signature of authorized signatory of OEM Subcontractor or of OEM Affiliate as applicable. Signature of Bidder if third party is OEM	
Print Name of authorized signatory of OEM Subcontractor, OEM Affiliate or of Bidder (if third party is OEM) as applicable.	
Print Title of authorized signatory of OEM Subcontractor, OEM Affiliate or of Bidder (if third party is OEM) as applicable	
Address for OEM Subcontractor, OEM Affiliate or third party if third party is OEM as applicable	
Telephone no. for OEM Subcontractor, OEM Affiliate or third party as OEM as applicable	
Fax no. for OEM Subcontractor, OEM Affiliate or third party as OEM as applicable	

Annex L
OEM Certification Form
W8486-196008/A

Date signed by OEM Subcontractor or OEM Affiliate or Bidder (if third party is OEM) as applicable.	
Solicitation Number	W8486-196008/A

<p style="text-align: center;">Annex L</p> <p style="text-align: center;">FORM 3</p> <p style="text-align: center;">Bidder's Subcontractor or Bidder's Affiliate as OEM*</p> <p style="text-align: center;">(OEM Subcontractor or OEM Affiliate)</p> <p>(*Bidder has subcontracted the right to repair and overhaul Line Items to OEM Subcontractor or OEM Affiliate)</p> <p style="text-align: center;">(Section 1.5 of Annex L and Sections 5.5.1 and 6.4 of bid solicitation)</p> <p style="text-align: center;">OEM Certification Form</p>	
<p>The Bidder, by signing this OEM Certification Form, certifies that, for each of the Line Items listed and attached to this OEM Certification Form, the Bidder is <u>NOT</u> the OEM but the Bidder's subcontractor (OEM Subcontractor) or the Bidder's Affiliate (OEM Affiliate) as listed in this OEM Certification Form is the OEM.</p> <p>The Bidder further certifies, by its signature, that the Bidder has subcontracted the repair and overhaul of these Line Items to the referenced OEM Subcontractor or the referenced OEM Affiliate in this OEM Certification as per Section 6.4 of the bid solicitation. The Bidder must state where in its proposal the information required in accordance with Section 6.4 has been provided.</p> <p>The Bidder's subcontractor (OEM Subcontractor) by signing this OEM Certification Form, confirms that the subcontractor is the OEM with respect to the Line Items listed in this OEM Certification Form and has been subcontracted by the Bidder to perform the repair and overhaul Work on such Line Items.</p> <p>The Bidder's Affiliate (OEM Affiliate) by signing this OEM Certification Form, confirms that the Affiliate is the OEM with respect to the Line Items listed in this OEM Certification Form and has been subcontracted by the Bidder to perform the repair and overhaul Work on such Line Items.</p>	
<p>Bidder's Name:</p> <p>Bidder's Signature:</p> <p>Date of signing by Bidder:</p>	
<p>Line Item or Line Items (from Appendix 1 – Repair and Overhaul – Candidate List) of Annex A Technical Statement of Work covered by this OEM Certification Form. All Line Items on one form must be for the same OEM.</p> <p>For <u>each</u> OEM Subcontractor and OEM Affiliate with a subcontract from Bidder with respect to the repair and overhaul on such OEM Subcontractor's or OEM Affiliate's Line</p>	<p>[Bidder must provide, and attach to this Form 3, a list of Line Item Numbers, NSN's, MPN's, NCAGE's and Descriptions for each Line Item covered by this OEM Certification Form.]</p>

Items, Bidder must provide an OEM Certification in the form of this Form 3.	
Evidence of Bidder having subcontracted the Work to repair and overhaul or otherwise Work on the Line Items in this OEM Certification Form to the OEM Subcontractor or to the OEM Affiliate as applicable.	[Bidder must provide, and attach to this Form 3, evidence of Bidder's subcontract agreements with its OEM Subcontractor or with its OEM Affiliate for each Line Item covered by this OEM Certification Form as per Section 6.4 of this bid solicitation or must otherwise reference where in Bidder's proposal this information can be found.
Name of OEM Subcontractor or OEM Affiliate as applicable. Bidder must specify whether this form is for an OEM Subcontractor or an OEM Affiliate.	
NCAGE of OEM Subcontractor or of OEM Affiliate as applicable	
Signature of authorized signatory of OEM Subcontractor or of OEM Affiliate as applicable	
Print Name of authorized signatory of OEM Subcontractor or of OEM Affiliate as applicable	
Print Title of authorized signatory of OEM Subcontractor or of OEM Affiliate as applicable	
Address for OEM Subcontractor or OEM Affiliate as applicable	
Telephone no. for OEM Subcontractor or OEM Affiliate as applicable	
Fax no. for OEM Subcontractor or OEM Affiliate as applicable	
Date signed by OEM Subcontractor or OEM Affiliate as applicable	
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Annex L

FORM 4

Bidder's Subcontractor as non-OEM with authority*

(*authority is given to Bidder's Subcontractor by third party as OEM. Bidder's Subcontractor includes Bidder's Affiliate if Bidder's Affiliate has the required rights and authority from third party OEM)

(Section 1.6 of [Annex L](#) and Sections 5.5.2 and 6.4 of bid solicitation)

OEM Certification Form

The Bidder, by signing this OEM Certification Form, certifies that, for each of the Line Items listed and attached to this OEM Certification Form, the Bidder is **NOT** the OEM and the Bidder's Subcontractor is **NOT** the OEM but the Bidder's Subcontractor has all the rights and authority to repair and overhaul and otherwise perform the Work on the referenced Line Items in accordance with the bid solicitation from a third party OEM. For the purposes of this Form 4, if Bidder's Affiliate has the required rights and authority from a third party OEM with respect to Line Items and is the Bidder's Subcontractor with respect to such Line Items, the Bidder and the Bidder's Affiliate must complete this Form 4.

The Bidder further certifies, by its signature, that the Bidder has provided evidence of the Bidder's Subcontractor's rights and authority as referenced in the previous paragraph in this Form 4 and in Section 5.5.2 of the bid solicitation. If there are any restrictions or limitations on any of the Bidder's Subcontractor's rights and authority from the third party OEM, Bidder must inform Canada in its proposal of such restrictions or limitations.

The Bidder further certifies, by its signature, that the Bidder has subcontracted the repair and overhaul of these Line Items to the referenced Subcontractor (including Bidder's Affiliate as applicable) in this OEM Certification as per Section 6.4 of the bid solicitation. The Bidder must state where in its proposal the information required in accordance with Section 6.4 has been provided.

The Bidder's Subcontractor (or the Bidder's Affiliate if the Bidder's Affiliate is the Subcontractor) by signing this OEM Certification Form, confirms that:

- i) it is **NOT** the OEM with respect to the Line Items listed in this OEM Certification Form;
- ii) it has been subcontracted by the Bidder to perform the repair and overhaul Work on such Line Items; and
- iii) It has the required rights and authority from a third party OEM to repair and overhaul and otherwise perform the Work on the referenced Line Items in accordance with its subcontract with the Bidder.

Bidder's Name:

Bidder's Signature:

Date of signing by Bidder:

<p>Line Item or Line Items (from Appendix 1 – <i>Repair and Overhaul – Candidate List</i> of <i>Annex A</i> Technical Statement of Work covered by this OEM Certification Form. All Line Items on one form must be for the same Bidder’s Subcontractor and for the same third party OEM.</p> <p>For <u>each</u> of its Subcontractors with authority from a third party OEM as provided in this <i>Annex L</i>, Bidder must provide an OEM Certification Form in the form of this Form 4.</p>	<p>[Bidder must provide, and attach to this Form 4, a list of Line Item Numbers, NSN’s, MPN’s, NCAGE’s and Descriptions for each Line Item covered by this OEM Certification Form.]</p>
<p>Evidence of Bidder having subcontracted the Work to repair and overhaul or otherwise Work on the Line Items in this OEM Certification Form to the Subcontractor or to Bidder’s Affiliate as Subcontractor.</p>	<p>[Bidder must provide, and attach to this Form 4, a list of the evidence of Bidder’s subcontract agreements with its Subcontractor (or Bidder’s Affiliate as Subcontractor) for each Line Item covered by this OEM Certification Form as per Section 6.4 of this bid solicitation or must otherwise reference where in Bidder’s proposal this information can be found.]</p>
<p>Evidence of Bidder’s Subcontractor’s (or of Bidder’s Affiliate’s) right and authority to repair and overhaul or otherwise Work on the Line Items in this OEM Certification Form from third party OEM.</p> <p>Restrictions or limitations (if any) on Bidder’s Subcontractor’s (or Bidder’s Affiliate’s) right and authority.</p>	<p>[Bidder must provide, and attach to this Form 4, a list of the evidence of Bidder’s Subcontractor’s (or Bidder’s Affiliate’s if Bidder’s Affiliate is Subcontractor) right and authority from the third party OEM for each Line Item covered by this OEM Certification Form in accordance with Section 6.4 of the bid solicitation as if the Bidder’s Subcontractor or the Bidder’s Affiliate is the Bidder. or otherwise reference where in Bidder’s proposal this information can be found.</p> <p>Bidder must state if there are any restrictions or limitations on the Bidder’s Subcontractor’s (or the Bidder’s Affiliate’s) rights and authority and must detail the restrictions or limitations.]</p>
<p>Name of Bidder’s Subcontractor or name of Bidder’s Affiliate if Subcontractor. Bidder must specify whether this form is for a Subcontractor or a Bidder’s Affiliate as Subcontractor.</p>	
<p>Name of third party OEM</p>	

Annex L
OEM Certification Form
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NCAGE of Bidder's Subcontractor or of Bidder's Affiliate if Subcontractor	
NCAGE of third party OEM	
Signature of authorized signatory of Bidder's Subcontractor or of Bidder's Affiliate if Subcontractor	
Print Name of authorized signatory of Bidder's Subcontractor or of Bidder's Affiliate if Subcontractor	
Print Title of authorized signatory of Bidder's Subcontractor or of Bidder's Affiliate if Subcontractor	
Address for Bidder's Subcontractor or of Bidder's Affiliate if Subcontractor	
Telephone no. for Bidder's Subcontractor or of Bidder's Affiliate if Subcontractor	
Fax no. for Bidder's Subcontractor or of Bidder's Affiliate if Subcontractor	
Date signed by Bidder's Subcontractor or of Bidder's Affiliate if Subcontractor	
Solicitation Number	W8486-196008/A