

National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Solicitation Closes –	
L'invitation prend fin	

 $A\,t\ -\ \grave{a}\ :\ 4\ J\,a\,n\ 2\,0\,2\,1\ /\ 4\ j\,a\,n\ 2\,0\,2\,1$

On - le: 2:00 PM EST/ 14h00 HNE

Title/Titre	Solicitation No – No de l'invitation
DDEC Engine Repair and Overhaul	W8486-207273/A
Date of Solicitation – Date de l'invitat	tion
16 November 2020	
Address Enquiries to – Adresser toute	es questions à
Louise Curtis	
National Defence Headquarters	
101 Colonel By Drive	
Ottawa, On	
K1A 0K2	
Attn: Louise Curtis	
Louise.curtis@forces.gc.ca	
Telephone No. – Nº de téléphone	FAX No – Nº de fax
819-939-0948	N/A
Destination	
Department of National Defence	
25 CFSD Montreal	
6363 Notre Dame Street E	
Montreal QC	
H1N 2E9	
Canada	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée	
Various		
Vendor Name and Address - Raison so	ciale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or		
print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)		
	m t m	
Name/Nom	Title/Titre	
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six 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: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- ANNEX A TECHNICAL STATEMENT OF WORK
- ANNEX B LOGISTICS STATEMENT OF WORK
- ANNEX C BASIS OF PAYMENT
- ANNEX D TASK AUTHORIZATION, DND 626
- ANNEX E EVALUATION CRITERIA FOR THE TECHNICAL PROPOSAL
- ANNEX F EVALUATION OF FINANCIAL PROPOSAL
- ANNEX G ELECTRONIC PAYMENT INSTRUMENTS
- ANNEX H FEDERAL CONTRACTORS PROGRAM EMPLOYMENT EQUITY
- ANNEX I OEM CERTIFICATION

1.2 Description

The Department of National Defence (DND) has a requirement for the Repair and Overhaul (R&O) of the Detroit Diesel Engine components (DDEC) currently in use on the M113 Tracked Light Armoured Vehicle (TLAV) family of vehicles (FOV) 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, the 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 three (3) years from the date of the contract award ("Contract term") with an option to extend the period of performance by three (3) additional one (1) year periods for a possible total of six (6) years.

1.2.1 Security Requirements

There are no security requirements associated with this requirement.

1.2.2 Canadian Free Trade Agreement

The requirement is subject to the Canadian Free Trade Agreement

1.2.3 Canadian Content

The requirement is limited to Canadian goods and/or services.

1.2.4 The Federal Contractors Program

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 6 - Resulting Contract Clauses and *Annex H - Federal Contractors Program for Employment Equity - Certification.*

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 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) 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 <u>2003</u> (2019-03-04) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.

Subsection 5.4 of 2003, (2019-03-04)

Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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.

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.

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

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

Section I: Technical Bid (5) hard copies

Section II: Financial Bid (2) hard copies

Section III: Certifications (2) hard copies

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

Bidders may use Annex C to indicate their prices.

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;

Amd. No. - N° de la modif.

(b) use a numbering system that corresponds to the bid solicitation.

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

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work by responding to Annex E.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex C - Basis of Payment. For each cell requiring an entry, bidders must quote, as applicable:

- a) a mark-up rate (%); or
- b) firm prices (\$) in Canadian dollars, the total amount of Applicable Taxes must be shown separately and customs duties included FCA Free Carrier at Contractor's facility as per Incoterm 2000

3.1.1 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "G" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "G" 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 and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria as set out in Annex "E" to be declared responsive. The responsive bid with the lowest evaluated total price will be recommended for award of a contract.

4.1.2 Financial Evaluation

The calculation of the Total Evaluated Bid Price will be in accordance with Annex F. For bid evaluation purposes the Total Evaluated Bid Price will be determined by sum of:

- a) the proposed firm unit prices at Annex C, multiplied by the Repair Forecast quantities from Appendix 1 to Annex A over the total anticipated period of contract; and
- b) the proposed mark-up multiplied by the estimated annual cost of spare parts over the total anticipated period of Contract.

The period of contract for bid evaluation purposes will be the potential period of Contract of 6 years (3 years plus the three one-year Option periods).

Failure to provide pricing as requested in Annex C, for all years (contract period and option years), FCA (Vendors facility) will result in your bid being considered non responsive.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest Total Evaluated Bid Price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless otherwise specified, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Canadian Content

SACC Manual Clause A3059T (2018-12-06) Canadian Content Certification

This procurement is limited to Canadian goods and services.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual

5.1.2 Certifications Precedent to Contract Award and Additional Information

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

5.1.3 Integrity Provisions – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.4 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social
Development Canada (ESDC) - Labour's website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

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

The Bidder must provide the Contracting Authority with a completed Annex "H" Federal Contractors

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

5.1.5 Workplace Hazardous Materials Information System Program

The contractor must certify that it meets all of the current Federal and Provincial Environmental standards for the handling, transportation and disposal of waste and hazardous wastes. The contractor must be solely responsible for the handling, transportation, and disposal of all waste oil, antifreeze and hazardous waste material generated as a result of the work in this contract.

5.1.6 Rebuilt Parts

The contractor must certify that only DDC Reliabilt ® parts will be used when rebuilt parts are utilized to perform repairs.

5.2 Quality Plan

SACC Manual Clause <u>D5401T</u> (2007-11-30) - Quality Plan – Solicitation

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A", Logistics Statement of work at Annex "B" and the Contractor's technical bid entitled ______, dated _____.

6.3 Task Authorization

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

6.4 Task Authorization Process

- The Technical Authority (TA) will provide the Contractor and Contracting Authority (CA) with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex "D"
- The Task Authorization (TA) will contain the details of the activities to be performed, a description
 of the deliverables, and a schedule indicating completion dates for the major activities or
 submission dates for the deliverables. The TA will also include the applicable basis (bases) and
 methods of payment as specified in the Contract.
- 3. The Contractor must provide the Technical Authority 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.
- 4. The Contractor must not commence work until a TA authorized by the Technical Authority and CA has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

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

SACC Manual Clause <u>B9031C</u> (2011-05-16) Canada's Obligation - Portion of the Work - Task Authorizations

6.6 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 or in Annex "A". 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 bases 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 15 calendar days after the end of the reporting period.

6.7 Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

6.7.1 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 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.

6.7.2 For all authorized tasks:

- 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.

6.8 Standard Clauses and Conditions

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

6.8.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity – Services Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

2010A 09 (2014-09-25) Warranty

- 1 .Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
- 2. Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good, and 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 delivery point specified in the Contract or to another location as directed by Canada. If, 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 and will be reimbursed its reasonable travel and living expenses.
- 3. 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 replaced, repaired or corrected pursuant to subsection 1, for the greater of:
- a. the warranty period remaining, including the extension, or
- b. 90 days or such other period as may be specified for that purpose by agreement between the Parties

6.8.2 Supplemental General Conditions

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

6.9 Term of Contract

6.9.1 Period of the Contract

The period of the Contract is for three (3) years from _____ (to be completed at contract award) to _____ (to be completed at contract award) inclusive.

6.9.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the

extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.10 Condition of Material

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

6.11 Preparation for Delivery - Canadian-based Contractor

- 1. The 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.
- 2. Packaging data forms previously approved by Canadian authorities are acceptable.
- 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

6.12 Shipping Instructions

- Delivery will be FCA Free Carrier at Contractors facility, Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
- 2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
 - Where the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border.

Inbound Logistics Central Area (ILCA) Telephone: 1-866-371-5420 (toll free) Facsimile: 1-866-419-1627 (toll free)

E-mail: ILCA@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: <u>ILHQOttawa@forces.gc.ca</u>

OR

c. Where the Contractor is located in Quebec: Inbound Logistics Quebec Area (ILQA) Telephone: 1-866-935-8673 (toll free), or 1-514-252-2777, ext. 4673, 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

- 3 The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
 - a. the Contract number;
 - consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Transportation of Dangerous Goods Regulations, and a copy of the safety data sheet in English and French.
- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
- 5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

Buyer ID - Id de l'acheteur DLP 4-2-3

6.13 Authorities

6.13.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Louise Curtis Title: DLP 4-2-3

> Department of National Defence Assistant Deputy Minister Materiel

Director General Land Equipment Program Management

Address: 101 Colonel By Drive

Ottawa, ON K1A 0K2

Telephone: 819-939-0948

Email address: louise.curtis@forces.gc.ca

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

6.13.2 Technical Authority

Name:	
Title:	
Organization:	
Address:	
Telephone:	
E-mail address:	

The Technical Authority for the Contract is:

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.

Quality Assurance Authority

The National Defence Quality Assurance Authority is:

DQA - Directorate of Quality Assurance Att: DQA 4-3 - Mr. Claude Trepanier National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A OK2

Tel: (819)-939-0176 or IP Tel: (819) 939-8614 Fax: (819) 939-0381 or IP Fax: (819) 939-8625

E-mail: claude.trepanier@forces.gc.ca

DQA is the Quality Assurance Authority of the Department of National Defence for whom the work

Buyer ID - Id de l'acheteur

DLP 4-2-3

is being carried out under this Contract. DQA is responsible to monitor the Supplier's Quality Management System to provide confidence that the Supplier has the ability to fulfill the quality requirements in the contract.

DQA Authority may be represented on-site by a designated Government of Canada, Quality Assurance Representative (QAR) who may be assigned in support of the Technical Authority.

6.13.3 Contractor's Representative

Name:	
Title:	
Address:	
Telephone :	
Facsimile:	
E-mail address:	

6.14 **Payment**

6.14.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex "C", to a limitation of expenditure of \$_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.14.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ 1. inserted at contract award). Customs duties are included and Applicable Taxes are extra.
- No increase in the total liability of Canada or in the price of the Work resulting from any design 2. changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% 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.

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6.14.3 Multiple Payments

SACC Manual Clause H1001C (2008-05-12) Multiple payments.

6.14.4 Electronic Payment of Invoices - Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

6.14.5 Invoicing Instructions

A. "Covering" Invoices:

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

- The date: a.
- h 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 work order;
- C. Total amount of "covering" invoice;
- Contract serial number: d.
- Client reference number; e.
- Financial coding: f.
- GST Code: and g.
- Procurement business number h.

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:
- Name and address of the consignee; b.
- C. Contract item number, quantity, part number, reference number and description;
- d. Breakdown of costs:
- Contract serial number: and e.
- f. Any separate charges (example: GST/HST)
- C. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions 2035 (2018-06-21). Invoices cannot be submitted until all work identified in the invoice has been completed.
- 1. Each invoice must be supported by
 - A copy of the DND waybill/straight bill of Lading; a.
 - A copy of the Detailed Diagnostic Inspection Report (DDIR); and b.
 - A copy of the release document and any other documents as specified in the Contract C. and Annex "A", Technical Statement of Work and Annex "B", Logistics Statement of Work.
 - d. A copy of the invoices, receipts, vouchers for all travel and living expenses
- 2. Invoices must be distributed as follows:

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

6.15 Certifications

6.15.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

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

6.15.3 SACC Manual Clauses

SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification

6.16 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ______. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

6.17 Priority of Documents

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

- a. these Articles of Agreement;
- b. the general conditions <u>2035</u> (2018-06-21), General Conditions Higher Complexity ServicesContract;
- c. Annex A, Technical Statement of Work;
- d. Annex B, Logistics Statement of Work;
- e. Annex C, Basis of Payment;
- f. Annex D, Task Authorization (DND 626);
- g. The signed Task Authorization(including all of its Annexes, if any); and
- h. the Contractor's bid dated _____ (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on ____ " or ", as amended on ____ " and insert date(s) of clarification(s) or amendment(s))

6.18 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

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6.19 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

Quality Plan 6.20

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 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.

6.21 **Quality Assurance**

SACC Manual clause D5540C (2019-05-30), ISO 9001:2015 - Quality Management Systems Requirement (Quality Assurance Code Q)

SACC Manual clause D5510C (2017-08-17), Quality Assurance Authority (Department of National Defence) Canadian Based Contractor.

SACC Manual clause <u>D5606C</u> (2017-11-28), Release Documents (Department of National Defence) – Canadian Based Contractor.

6.22 **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;
- One (1) copy to the Contracting Authority; C.
- d. One (1) copy to:

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

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor;

6.23 Progress Meetings

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility in accordance with section 6.5 and 6.6 of Annex "A", Technical SOW as and when required. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Technical Authority. The Contractor must schedule, prepare and conduct the meetings

6.24 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.

6.25 Work Site Access

Authorized representatives of Canada must have 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.

6.26 SACC Manual Clauses

SACC Manual Clause D2025C (2017-08-17) - Wood packaging materials
SACC Manual Clause D3010C (2016-01-28) – Delivery of Dangerous Goods/Hazardous Products
SACC Manual Clause D6010C (2007-11-30) – Palletization
SACC Manual Clause D9002C (2007-11-30) – Incomplete Assemblies

Annex A

STATEMENT OF WORK

FOR THE

REPAIR AND OVERHAUL

OF

DETROIT DIESEL ENGINES

USED ON

M113 ARMOURED PERSONNEL CARRIERS

Revised: October 2019

Technical Authority DASPM 2-3-1

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1.0 SCOPE

1.1 Purpose

The Department of National Defence (DND) has a requirement for Repair and Overhaul (R&O) services to be performed on the Detroit Diesel engines 6V53TIA Model 5063-5K90 and repair for the engine shipping container used for the M113A3 and Mobile Tactical Vehicle Light (MTVL) Family of Vehicles (FOV). This Statement of Work (SOW) defines the work efforts required to perform R&O functions. The engine R&O and shipping container repair functions include, but are not limited to transportation, handling, repairing, overhauling, equipment configuration management, packaging, technical data management and integrated logistics and maintenance support. The particular engines and containers included in this SOW are defined in Appendix 1 to Annex A.

1.2 Background

DND has in-service approximately 200 units of these engines with shipping container that need to be repaired and overhauled when a breakdown occurs in order to bring them to a serviceable state.

2.0 TERMINOLOGY AND DEFINITIONS

2.1 Terminology

Short Form	Full Term
CA	Contracting Authority
CFSD	Canadian Forces Supply Depot
CFTO	Canadian Forces Technical Order
CIS	Contract Issue Spares
DDIR	Detailed Diagnostic Inspection Report
DMC	Demilitarization Code
DND	Department of National Defence
EDD	Estimated Delivery Date
FOV	Family Of Vehicles
GQAR	Government Quality Assurance Representative
ISO	International Standards Organization

ITAR/CGR	International Traffic in Arm Regulation / Controlled Goods Regulations
MRC	Maximum Repair Cost
MTVL	Mobile Tactical Vehicle Light
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
PA	Procurement Authority
PRM	Project Review Meeting
PRR	Priority Repair Request
QAR	Quality Assurance Representative
R&O	Repair and Overhaul
RDD	Required Delivery Date
SM	Supply Manager
SOW	Statement Of Work
TA	Technical Authority
TAT	Turn Around Time
WHMIS	Workplace Hazardous Materials Information System

2.2 Definitions

2.2.1 Overhaul

As defined in A-LM-184-001/JS-001, the complete restoration of an item of equipment entailing replacement of both worn and damaged parts or parts whose service life has expired. In general, repair normally involves the correction of specific defects. Overhaul is normally carried out after the expiry of the service life.

2.2.2 Repair

As defined in A-LM-184-001/JS-001, the maintenance or replacement of equipment in order to return it to a serviceable condition.

2.2.3 Serviceable/Serviceability

The condition of an equipment which allows it to be available for immediate use, shipped or held in storage without being subjected to any limitation not applicable to new equipment.

2.2.4 Interchangeability

Following Repair, the engine and engine container must remain fully interchangeable (form, fit and function) with articles catalogued under the same reference number, part number and same modification status in the OEM Parts Manual. 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.

3.0 APPLICABLE DOCUMENTS

3.1 Publications

The following documents form part of this SOW to the extent specified herein. Unless otherwise stated in the Contract, the effective date of issue or amendment will be those in the effect on the date of award of the Contract. The documents listed below can be obtained from Canada by submitting to the Contracting Authority (CA). The Contractor must perform work IAW the following publications.

Publication	Name
A-LM-184-001/JS-001	SPECIAL INSTRUCTIONS REPAIR AND OVERHAUL CONTRACTORS
D-LM-008-001/SF-001	METHODS OF PACKAGING
D-LM-008-002/SF-001	SPECIFICATION FOR MARKING FOR STORAGE AND SHIPMENT
D-LM-008-011/SF-001	PREPARATION AND USE OF PACKAGING REQUIREMENTS CODES
CFTO C-30-770-000/CF-040	ADD A RUBBER CAP ON THE POSITIVE TERMINAL OF THE STARTER
COMMERCIAL SPECIFICATIONS	THE MOST RECENT ORIGINAL EQUIPMENT MANUFACTURER'S SPECIFICATIONS FOR THE ENGINE ASSEMBLY 6V53TIA AND ITS CONTAINER

3.2 Discrepancies

The contractor must notify the Technical Authority (TA) of any discrepancies discovered between the referenced documents, this SOW and the equipment undergoing R&O. If the discrepancies jeopardize the completion of the R&O function, they must be dealt with on a priority basis. If there is a discrepancy between the wordings of any document that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) This Statement of Work
- b) The referenced DND publications; and
- c) The OEM specifications

4.0 REQUIREMENTS

4.1 General

The Contractor must provide Repair and Overhaul (R&O) and upgrade, including but not limited to inspection, disassembly, repair, reassembly, testing, use of Original Equipment Manufacturer (OEM) parts, technical data management, integrated logistical and maintenance support, labour, processes described in Appendix 2 of this annex and materials for all items listed in Appendix 1 of this annex, on an as and when required basis.

4.2 Repair and Overhaul Repair Service Standard

The R&O must be performed in accordance with the SOW, A-LM-184-001/JS-001 and International Standards Organization (ISO) 9001:2015 Quality Management System-Requirement (QAC "Q").

4.3 R&O Components and Consumables

All parts and materials used in Repair and Overhaul of equipment must be as per OEM design and specification. All changes to a part, equipment configuration, or design require TA approval.

4.4 Recommendations For Safety Modifications

The Contractor must make recommendations in consultation with the OEM to the TA regarding the incorporation of safety modifications for approval by the TA. In addition to recommended Safety Modifications, the contractor must confirm with the TA when a new release of any 6V53TIA Engine Service Bulletins by the OEM are to be included in any conducted work.

4.5 Maximum Repair Cost

The Maximum Repair Cost (MRC) for each of the unit is provided within Appendix 4 to Annex A. The procedures governing the administration for the engine R&O and container repair are included in A-LM-184-001/JS-001.

4.6 Repair/Condemn Decisions

In the event that engine or engine container cannot be repaired within the stated MRC, the Contractor must follow section 5.0 of A-LM-184-001/JS-001. Canada will respond in one of three ways:

a) authorize the repair with special authorization to exceed the MRC by a stated amount;

or

b) To condemn the equipment and return the entire assembly to the depot.

or

c) to condemn the equipment with cannibalize authorization to remove and reuse serviceable parts. The company is to provide a list of non-serviceable parts being disposed of that are identified under ITAR and CGR (Military Application Only) and indicate how they will demilitarize/dispose of them. A completed Certificate of Demilitarization is to be provided to DND for those parts with DMC D as indicated in Appendix 1 to Annex A.

4.7 Provision of Material

4.7.1 Contract Issue Spares

Canada will provide 13 items as Contract Issue Spares (CIS) and items are listed in Appendix 3 in Annex A. The Contractor must provide suitable storage facility and insurance to protect all government supplied materials, including but not limited to, equipment spares, documentation, software and special tools, etc.

4.7.2 Contractor Supplied Material

The Contractor must be responsible to provide, other than the parts supplied by DND, OEM parts for all of the repair required. Rebuilt parts must be used whenever possible. However, the Contractor must certify these parts are Detroit Diesel Corporation Reliability parts.

5.0 EXTENT OF REPAIR AND OVERHAUL

5.1 Mechanical

5.1.1. Diagnostic Inspection

The Contractor must perform a detailed diagnostic inspection upon receipt of repairables utilizing the OEM inspection criteria to ascertain the required parts (listing of parts including

NSN and Parts Number) and labour hours (breakdown of all the tasks) required for R&O and disposal and replacement of worn, damage, scrapped, obsolete, missing or life-expired parts necessary to return the item to a serviceable condition. All deficiencies must be noted in the Inspection Report provided for each inspection and repaired. These reports are to be provided to the TA when the repair exceeds the MRC prior to any work being completed so the TA can make the determination to repair or not can be made and with the invoice upon completion of repairs.

5.2 Actioning Repair and Overhaul

The Repair and Overhaul requirements in Appendix 2 of this Annex A are expected to be performed within the TAT. Further, the Contractor must be prepared to satisfy Priority Repair Request (PRR) in an expeditious manner. PRR's may be initiated by the TA in event that unexpected volumes of demand for parts arise. If the Required Delivery Date (RDD) cannot be met, the Contractor must advise the CA, PA, TA and GQAR. By email, with an updated Estimated Delivery Date (EDD). This EDD will be amended as required until the PRR is satisfied.

5.3 Testing

Each repaired / overhauled component must undergo testing of the Engine, mechanical and electrical components as per Appendix 2 of this annex A to ensure they meet the OEM specifications. This includes the engine being tested on a Dynometer. The Contractor must prepare a test report in contractor format. A copy of the test report must be shipped with the equipment and a copy forwarded, electronically, to the TA.

5.4 Finish

There is no requirement to refinish the engine to an industrial production standard. The exterior housing will be inspected for safety hazards (exposed sharp surfaces). The external surfaces shall be cleaned prior to shipping to depot. The engine data plate must be updated with the 10 digits Serial Number (SN) 06DXXXXXXXX and new rebuilt date.

5.5 Shipping of Engine With Container

The contractor must send the engine in the re-useable containers provided with the engines. The NSN for the engine with container shipment to 25 CFSD Montreal is 2815-20-000-4839. The contractor must inspect the shipping containers upon receipt and make recommendation to the TA as required. A special marking is required on both side of the engine container with white paint color as per the Appendix 5 to Annex A.

6.0 COMMUNICATION AND TECHNICAL ASSISTANCE

6.1 Capability

The contractor must provide communication capability that can transmit text and image files concerning repair, overhaul, report and other project documentation over the Internet among its centres of operation to the TA office. The contractor shall also provide email and 1-800

telephone technical assistant services during 0800-1600hr EST, staffed with qualified technical personnel, to provide quick response on technical issues from the TA.

6.2 Documentation

DND requires copies of all 6V53TIA Engine Service Bulletins within 2 weeks of release by the OEM. The 6V53TIA Engine Service Bulletins will be used by DND to keep its engine maintenance information current (up-to-date).

6.3 Project Manager

The contractor must provide a designated Project Manager for this R&O contract. The Project Manager must have the responsibility and authority to manage all aspects of the work and be able to make decisions on behalf of the company. The Project Manager must be fluent in the English or French language. Fluent means that the individual(s) must be able to communicate orally and in writing without assistance and with minimal errors. The Project Manager will be the sole interface with DND's TA, and CA.

6.4 Post Contract Award and Progress Review Meetings

The Contractor must host a post Contract award meeting at its facilities within 30 calendar days (or a mutually agreed date) of the Contract award. Unless otherwise specified, the contractor must also host annual Progress Review Meetings at the Contractor's facilities. Additional Progress Review Meetings may be called at the Contractor's facility at the request of either the Contractor, PA, CA or the TA, as required. The Contractor must prepare Minutes of meetings, in contractor format, to record issues discussed and decisions made during the meeting. All meeting minutes must be provided to the TA for approval prior to general distribution. The Contractor must deliver a finalized set of Minutes to the TA within 2 weeks after the project meeting.

6.5 Agendas

The Contractor must produce an agenda and forward it to the CA within 2 weeks prior to all meetings. The agenda must be prepared in the Contractor format and should include, if applicable the following topics:

- a. Scope, purpose and objective of the meeting;
- b. Time, date, location expected meeting duration;
- c. Suggested Government attendees;
- d. Contractor attendees;
- e. Documentation to be presented
- f. Status of items to be discussed;

- g. List of decisions required;
- h. New Subject items to be introduced by the Contractor and/or the Government;
- i. Visit clearance requirements if applicable; and
- j. Special circumstances or requirements.

6.6 Reports

The Contractor must submit one (1) copy of the Monthly Progress Report (MPR) covering all R&O activities on a quarterly basis to the CA and TA. As a minimum, the Contractor must include the following in the MPR;

- a. Description
- b. Nato stock number
- c. Part number
- d. Serial number
- e. RMA number
- f. Date received
- g. Work order number
- h. Repair status
- i. Date
- j. Estimated date of completion
- Turnaround Time for each unit compared to the average for the quarter and to date for each fiscal year
- 1. Invoice Date (if applicable)
- m. Invoice number (if applicable)

7.0 TECHNICAL INVESTIGATION AND ENGINEERING SUPPORT (TIES)

The contractor must perform TIES on as requested basis. TIES may include but will not necessary be restricted to:

- a. engineering studies and analysis to provide realistic and feasible technical solutions to stated technical or logical problems and operational requirements;
- b. definition of standards and criteria relating to maintenance of the equipment;
- c. preparation, modification or updating of specifications and drawings;
- d. test and evaluation of existing equipment;
- e. analysis of maintenance, repair and overhaul data;
- f. design, development, manufacture, installation and testing of prototype modifications and or new equipment; and
- **g.** preparation of modification installation schematics and instruction, if and when required, drawing must be suitable for cataloguing requirements (redacted / desensitized).

8.0 DISPOSAL

8.1 Disposal Guidance

After the visual and Diagnostic Inspection of the item, if the cost of repair or R&O is not cost effective, DND may advise the Contractor to perform destruction/demilitarization in accordance A-LM-184-001/JS-001and any instructions from the TA. When the parts will be available for disposal, the Contractor must contact NDQAR to take care of the parts and send to the depot SLOC 3201-0006. All parts must be tagged with a CF 942 provided by DND QAR the CA as Government Supplied Material and issued to the RMA and they must have the authorization of the Supply Manager (SM) prior sending to SLOC 3201-0006.

8.2 Certificate of Destruction/Demilitarization

DND QAR will assist the Contractor in the completion of the Certification of Destruction/Demilitarization at Appendix 6 of the Annex A for all parts and assemblies with Demilitarization Material Code D (DMC). The Contractor must forward the original Certification of Destruction/Demilitarization to the TA and a copy to CA, PA and GQAR within (30) calendar days after destruction has been carried out. The DND QAR must be witness the destruction activity.

8.3 Scrap

The disposal of all scrap material must be the responsibility of the Contractor (unless otherwise authorized). The Contractor must provide DND QAR and the TA with an itemized list of material requested to be scraped as per DMC.

9.0 DELIVERABLES

The Contractor will provide the following deliverables to DND:

Deliverables	Quantity	Time	
Serviceable Engine	As required basis as per Appendix 4 of this annex.	On average 90 days after reception at Contractor's site	
Engine Test Report	One electronic copy per repaired engine to the TA and one paper copy shipped with the equipment	Within 2 weeks of engine repair completion	
Serviceable Engine container	As required basis as per Appendix 4 of this annex.	On average 90 days after reception at Contractor's site	
Recommendations For Safety Modifications	Email to the TA	As soon as possible after identification of issue	
Monthly Progress Report	One electronic copy to the TA	In first week of the following month (Example March report to be provided first week of April).	
Post Contract Award and Progress Review Meetings at Contractor's facilities including agendas and minutes in Contractor format	Annually or on request	Agenda (2 weeks prior to meeting) Meeting annually with first meeting within 90 calendar days (or a mutually agreed date) of the Contract award Minutes (2 weeks after meeting) Note that all meeting minutes must be provided to the TA for approval prior to general distribution to all participants.	

Certificates of destruction/ Demilitarization (Note that DND QAR must be witness the destruction activity)	For each part and assembly with Demilitarization Material Code D (DMC) (original to the TA and a copy to CA, PA and GQAR)	Within (30) calendar days after destruction has been carried out
Itemized list of material requested to be scraped	1 copy to DND QAR and 1 copy to the TA	Before disposal

List of appendices:

Appendix 1 – Repair and Overhaul – Candidate list

Appendix 2 – Engine and Container R&O processes

Appendix 3 – Contract Issued Spares List

Appendix 4 – Forecast

Appendix 5 – Container Marking

Appendix 6 – Certificate of Destruction/Demilitarization

Appendix 1 to Annex A

Candidates List

The Contractor must complete all necessary repair on items listed below to a fully serviceable condition;

NATO Stock	Equipment Description	Part Number	DMC
Number			
2815-01-461-1200	Engine Assembly 6V53TIA	4248099	Q
2815-20-000-4839	Engine with Container	0079188	Q
8145-21-921-5640	Engine Container	D0189012-1	A

Appendix 2 to Annex A

ENGINE R&O and Container R&O

1. The Contractor must complete all necessary repair procedures/processes, as stated in Annex A to return the item identified below to a fully serviceable condition:

Detroit Engine 6V53TIA, NSN 2815-01-461-1200, Part Number 4248099

All Sub- assemblies must be either a new assembly, tested for serviceability or be rebuilt to meet the most recent Original Equipment Manufacturer's Specification.

2. Mechanical/hydraulic.

All mechanical/hydraulic systems and defective components will be inspected and repaired or replaced as required. The following services must be included as required to meet the OEM specifications in the basic repair of engines:

- a) Machining of Engine Crank shaft / Cam shaft.
- b) Verification of the cylinder block / make line bore.
- c) Replacement of the cam bushing in the cylinder block.
- d) Verification, polishing and chroming of the main crankshaft and connecting rod bearing replacement.
- e) Verification and bench test of all 6 injectors.
- f) Inspect and repair the turbocharger; and
- g) Verify engine head and a special care for the valve seals.
- 3. Electrical.

All electrical components must be inspected and tested to meet the OEM Specifications. Defective unit must be replaced as required.

- a) The Modification C-30-770-000/ CF-040 add a rubber cap on the positive terminal of the starter must be installed on all engines at the R&O. Items are GSM and listed in Table 1 of Appendix 3 to Annex A
- b) The starter and alternator must be inspected and tested for functionality; and
- c) Replace the Electronic Components Module (ECM) lithium battery.
- 4. Safety.

All components that could result in hazardous operation of the engine will be inspected and tested for correct operation. Defective components will be replaced. All warning decals and labels and data plates must be clear and legible.

5. Final Dynometer Testing.

The Dynometer testing must be performed to confirm performances are according to the OEM Specifications and to detect with Dye-LITE TP-3100 any leaks that have to be corrected prior to the delivery of engines to DND.

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- 6. Special Instruction.
 - a) During the R&O, All engines NSN 2815-01-46-1200 must have the Variable Speed Fan Drive (VSFD) installation components replaced. The items are GSM and are listed in Table 2 of Appendix 3.
 - b) All coolant hose clamps must be replaced by hose clamp type Constant-Tension clamp 304 Stainless Steel with Zinc-plated steel.
 - c) The gaskets and O-Rings kit used by mechanics to install the engine in the vehicle must be securely attached to the A3 Engine prior to it been returned to the CFSS. The gaskets and O-rings are GSM and listed in Table 3 of Appendix 3 to Annex A.
 - d) The engine data plate must be updated with the 10 digits Serial Number 06DXXXXXXX.
 - e) Set the Engine Horse Power to 350 HP.
 - f) Replace all flexible fuel hoses assembly.
 - g) Install the Exhaust manifold blanket on both manifold. (Part number 3200DDEC NCAGE 72582)
 - h) Replace and install V-belt matched set Dayco PN 15370 already approved by the TA as it exceeds the OEM specifications.
 - 7. Shipping engine container NSN 8145-21-921-5640
 - a) Minor repairs are acceptable on the Engine shipping container such as paint touch up. The container must be rust free and cleaned.
 - b) Marking on both side of the container is required. Must be in English and in French using paint semi gloss enamel white color specification TT-E-529 color white. Letters and numbers size between 30 and 40 mm. See marking format in Appendix 5 of Annex A.
 - 8. The Technical Authority (TA) through the Contracting Authorities (CA) must authorize any proposed Additional Work Request (AWR) amendment or changes to this specifications.

Appendix 3 to Annex A

Contract Issue Spares

Table 1

NATO STOCK NUMBER	Part Number	DESCRIPTION	QUANTITY
5310-01-463-1062	B1822BS050R (80204)	Washer, Flat	1
5975-01-494-2145	10607953 (56161)	Cable Nipple, Electrical	1

Table 2

NATO STOCK	Part Number	Description	QUANTITY	DMC
NUMBER				
5330-01-252-9209	12349953 (19207)	Retainer,	1	A
		Packing		
3040-01-241-9140	12349950 (19207)	Hub, Body	1	Q

Table 3

NATO STOCK NUMBER	Part Number	DESCRIPTION	QUANTITY
5330-00-058-9263	10932933 (10207)	Gasket	2
5330-20-002-4587	A22200-0014-2 (36221)	Gasket	1
5330-20-002-4688	A22200-0022-2 (36221)	Gasket	1
5330-00-402-8774	MS28773-20 (96906)	Retainer, Packing	1
5331-00-816-3546	10596841-13 (18876)	O-Ring	2
5331-00-579-8195	981074 (97907)	O-Ring	2
5330-01-252-5315	12349947 (10207)	Gasket	1
5330-01-392-3715	K5150193 (7U177)	Gasket	1
5330-01-252-9207	12350295 (19207)	Gasket	1

W8486-207273/A

Appendix 4 to Annex A

Amd. No. - N° de la modif.

Repair and Overhaul Forecast

Description	NATO STOCK NUMBER	Part Number	1 Apr 2020 to 31 Mar2021	1 Apr 2021 to 31 Mar 2022	1 Apr 2022 to 31 Mar 2023	Option 1 1 April 2023 to 31 March 2024
Engine 6V53TIA	2815-01-461-1200	4248099	20	20	10	5
Engine Container	8145-21-921-5640	D0189012-1	20	20	10	5

Option 2 1 April 2024 to 31 March 2025	Option 3 1 April 2025 to 31 March 2026	Option 4 1 April 2026 to 31 March 2027	Option 5 1 April 2027 to 31 March 2028	MRC in CDN Currency
5	5	5	5	\$ 52,000.00
5	5	5	5	Include with the Engine R&O

Appendix 5 to Annex A

Engine Container Marking

TLAV / VBLC
ENGINE CONTAINER / CONTENEUR POUR MOTEUR
NSN; 2815-20-000-4839
PERMANENT CONTAINER SERIAL # (DRMIS EMR) /
SÉRIE DU CONTENEUR (SIGRD EMR) PERMANENT

00000000

CONTAIN AN ENGINE / CONTIENT UN MOTEUR
G.M. DIESEL 6V53 TIA
NSN; 2815-01-461-1200
ENGINE SERIAL # IN DRMIS ONLY /
MOTEUR SÉRIALISÉ DANS SIGRD SEULEMENT

COMPAGNY NAME
W8486-00000/000/BL
PN 00779188 DDEC
ENGINE ASSY DATE /
DATE D'ASSEMBLAGE DU MOTEUR

29-08-2019

Appendix 6 to Annex A

Certificate of Destruction / Demilitarization

*	National	Défense
Ŧ	Defence	nationale

Certificate of Destruction / Demilitarization

Part 1 -	Identifica	tion
----------	------------	------

rant 1 - Identification			
Part 1-A (applicable only to items with a DMC A or	r Q)		
Stock code	Quantity	Applicable references (i.e. CFTO, DIR, etc.)	
Destruction method used (i.e. crushing, shredding, smelting, et	(c.)		
Destruction criteria used (i.e. break in two pieces, shred to a size	ze of etc.)		
Remarks: Destruction of DMC "A" items is not required, unless are subject to export control. Destruction is required, unless the	there are contract items can be trace	actual obligations or other directives that require their destruction. DMC "Q" items ansferred 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	g, etc.)		
Demilitarization criteria used (i.e. break in two pieces, shred to	a size of etc.)		
Remarks: DMC D items are subject to the <i>Defense Production</i> Informal demilitarization instructions from the item's TA or the u	Act. Full demilitar ise of Generic De	orization is required unless the items can be transferred to an authorized person. emilitarization 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 F to an authorized person. Formal demilitarization instructions fro	Production Act. Fu m the item's TA a	ull demilitarization is required, unless the items can be transferred 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 of them as scrap.	e destroyed in acc	coordance with the Technical Authority's instructions prior to disposing	
Part 2-B (applicable only to Part 1-B)			
I certify that the above item/items (attached list) was/wern DEMILITARIZATION INSTRUCTIONS" or Informal demil	e fully demilitarize litarization instruct	ed in accordance with CFTO "C-01-008-000/MD-000, GENERIC tions 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 by the item's TA.	e demilitarized in	accordance with FORMAL demilitarization instructions provided or authorized	
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 / 813-901-6397

Formulaire disponible en français - DND 2586-F

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Annex B

LOGISTICS STATEMENT OF WORK

For

In Country Repair and Overhaul for Components of Tracked Light Armoured Vehicle Detroit Diesel Engines

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 most recent version of the A-LM-184-001/JS-001 for detailed information. If there is a conflict between the words of this LOG SOW and the A-LM-184-001/JS-001 the A-LM-184-001/JS-001 will govern.

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 country: For step by step instruction on in country repair process the Contractor must 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
CIS	Contract Issue Spares
DND	Department of National Defence
NDQAR	National Defence Quality Assurance Representative
RA	Requisition Authority
R&O	Repair & Overhaul
SOW	Statement of Work
TA	Technical Authority

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1.0 OVERVIEW OF PUBLICATION

Contractor obligation references to A-LM-184-001/JS-001: This LOG SOW incorporates the A-LM-184-001/JS-001 by reference and is intended, by Canada, to be complied with by the Contractor. Wording in this LOG SOW in each clause to the effect of "Refer to Chapter [XX] of the A-LM-184-001/JS-001 for - -", or words to that effect, mean "Chapter [XX] of the A-LM-184-001/JS-001 applies and the Contractor must act in accordance with Chapter [XX] of the A-LM-184-001/JS-001".

1.1 SYSTEM OF RECORD

DRMIS: <u>Defence Resource Management Information System (DRMIS)</u> 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 the A-LM-184-001/JS-001.

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**): <u>DRMIS</u> 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.

• 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.

- a) Selected Equipment
- b) Non Selected Equipment
- c) Major Equipment
- d) Repair of sub-components and accessories

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

1.5 REPAIR & OVERHAUL (IN 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 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 to report and action discrepancies in shipments.

The Contractor must act in accordance with Chapter 2.2 of the A-LM-184-001/JS-001.

2.3 INITIAL INSPECTION OF REPAIRABLE MATERIAL

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 by the Contractor when carrying out its 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.

The Contractor must act 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 material master records (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. The SNAPS also shows annotations to the MMRs noting the repair priority code (RPC) for each item on the selection list.

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

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 A-LM-184-001/JS-001.

7.0 ENGINEERING & MAINTENANCE SERVICES

Refer to Chapter 7.0 of A-LM-184-001/JS-001 for more information on engineering and maintenance services.

7.1 DND 626 TASK AUTHORIZATION

Refer to Chapter 7.1 of A-LM-184-001/JS-001 for further information on DND 626 Task Authorizations.

7.2 EQUIPMENT TURN AROUND TIME (TAT)

Unless specifically identified within the contract, equipment turn-around-time (TAT) to a serviceable state must be achieved in 90 calendar days.

Refer to Chapter 7.3 of A-LM-184-001/JS-001 for more information on TAT.

7.3 PRIORITY REPAIR REQUEST (PRR)

On receipt of a PRR, the Contractor must determine whether DND's required delivery date (RDD) can be met. If not, the Contractor is required to provide to the appropriate Supply Manager and the consignee designated on the PRR format with a realistic estimated delivery date (EDD).

Refer to Chapter 7.4 of A-LM-184-001/JS-001 for more information on PRRs.

7.4 TECHNICAL INVESTIGATIONS & ENGINEERING STUDIES (TIES)

When authorized by the PA, via a Task Authorization/DND 626, the Contractor must undertake technical investigations and engineering studies.

Refer to Chapter 7.6 of A-LM-184-001/JS-001 for more information.

7.5 TERMINATION OF CONTRACT

When an R&O contract is not extended, or cancelled by mutual consent or terminated for convenience or by default, the Procurement Authority must form a Contract close-out planning team to provide the contractor with instruction for the completion of the work already on the repair line and to provide instruction and to coordinate the transfer of DND-owned equipment.

Refer to Chapter 7.7 of A-LM-184-001/JS-001.

8.0 SUPPLY SUPPORT/SUSTAINMENT SUPPORT

8.1 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.

8.2 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.

8.3 MANAGEMENT OF GOVERNMENT OWNED SPARES

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

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

8.4 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.

8.5 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. All of these 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.

8.6 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.

8.7 LOSS OR DAMAGE TO DND MATERIEL

The Contractor must report to the supporting NDQAR all instances of loss or damage to government owned materiel that is in the Contractor's 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.

8.8 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.

8.9 PACKAGING

Specific packaging instructions must be adhered to by the Contractor in order to assure maximum life, utility and performance of materiel.

Refer to Chapter 8.10 of A-LM-184-001/JS-001 for further explanation and detail on packaging.

8.10 TRANSPORTATION

If Contractors are required to return equipment back to DND, they must follow the terms and conditions of the contract in place.

Refer to Chapter 8.12 of the A-LM-184-001/JS-001 for more information pertaining to transportation.

9.0 WARRANTY CONSIDERATION

Upon receipt of equipment or materiel returned by DND for warranty consideration, the Contractor must follow the procedures as outlined in Chapter 9.0 of A-LM-184-001/JS-001.

10.0 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.

11.0 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.

11.1 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.

12.0 MINUTES OF MEETINGS

When meeting minutes are required, the Contractor is responsible for taking them and preparing them in the approved format.Refer to Chapter 13.0 of A-LM-184-001/JS-001 for further explanation.

13.0 PLANT SHUTDOWN/VACATION PERIOD

During plant shutdown and/or vacation periods, the Contractor must ensure that adequate facilities/personnel are available to ensure the satisfaction of High Priority Requirements (HPRs).

Refer to Chapter 14.0 of A-LM-184-001/JS-001 for further explanation.

14.0 REPORTS

14.1 MATERIEL MANAGEMENT REPORTS

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

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

14.2 MRP PROGESS REPORTS

This report must be submitted on a monthly basis, as per Chapter 15.2 of A-LM-184-001/JS-001.

14.3 TECHNICAL INVESTIGATION AND ENGINEERING STUDIES (TIES) REPORTS

TIES may only be authorized by the Procurement Authority. The Contractor must complete the report as stipulated under a DND 626.

Refer to Chapter 15.3 of A-LM-184-001/JS-001 for more information

14.4 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

ITEM 001 REPAIR AND OVERHAUL OF DETROIT DIESEL ENGINES

a) The Contractor will be paid the following firm unit prices for labour for the Repair and Overhaul of Detroit Diesel engines all in accordance with Annexes A and B.

.

NSN	PART NUMBER DESCRIPTION	CONTRACT AWARD TO 31 MAR 2021	1 APR 2021 TO 31 MAR 2022	1 APR 2022 TO 31 MAR 2023	(OPTION 1) 1 APR 2023 TO 31 MAR 2024	(OPTION 2) 1 APR 2024 TO 31 MAR 2025	(OPTION 3) 1 APR 2025 TO 31 MAR 2026
2815-01-461-1200	4248099 6V53TIA Engine assembly	\$	\$	\$	\$	\$	\$
2815-20-000-4839	0079188 Engine with Container	\$	\$	\$	\$	\$	\$
8145-21-921-5640	D0189012-1 Engine Container	\$	\$	\$	\$	\$	\$

ITEM 002 CONTRACTOR FURNISHED REPAIR PARTS

As part of the R&O activities as defined in Item 001, for the supply and replacement of mandatory parts and all other material and parts required to repair the engine, the Contractor will be paid the Laid Down cost plus the following markup (including profit):

	MARK-UP
Contract Award to 31 Mar 2021	%
1 Apr 2021 to 31 Mar 2022	%
1 Apr 2022 to 31 Mar 2023	%
1 Apr 2023 to 31 Mar 2024 (option 1)	%
1 Apr 2024 to 31 Mar 2025 (option 2)	%
1 Apr 2025 to 31 Mar 2026 (option 3)	%

W8486-207273/A DLP 4-2-3

Repair parts, whether mandatory or as required will only be acceptable if they are supplied by and/or manufactured by Detroit Diesel Corporation (DDC) in accordance with the most recent DDC drawings and/or specifications. Rebuilt parts must be used whenever possible. However, the contractor must certify these parts are Detroit Diesel Corporation Reliabilt® parts.

ITEM 003 <u>DND FURNISHED OVERHAUL SPARES</u>

The Contractor must assess his usage of the parts available from DND CFSS (Appendix 2 to Annex A - Statement of Work) over the estimated arisings and must amortise its cost to embody these available parts into its prices submitted for the R&O activities identified in Item 001 of this Annex C. No other handling charges will be accepted.

In case one or more of the items listed in Appendix 2 to Annex A are no longer available, the contractor will be paid the laid down cost plus a markup as specified under Item 002 above .

ITEM 004 MAJOR CONTAINER REPAIR

Major Container Repair consists of Work from panel replacement up to complete rebuilt of a container as determined by the QAR. Only under these conditions would complete painting and stenciling be authorized. Authorization to proceed with major container repair rests with the Requisitioning Authority or his delegated representative.

For the Major Container Repair, in accordance with Annexes A and B, the Contractorwill be paid for actual direct labour, the following firm hourly labour rates and for actual material consumed Laid Down Cost plus the following material mark-up (including profit):

	FIRM HOURLY RATE FOR THE DIRECT LABOUR	MARK-UP
Contract Award to 31 Mar 2021	\$	%
1 Apr 2021 to 31 Mar 2022	\$	%
1 Apr 2022 to 31 Mar 2023	\$	%
1 Apr 2023 to 31 Mar 2024 (option 1)	\$	%
1 Apr 2024 to 31 Mar 2025 (option 2)	\$	%
1 Apr 2025 to 31 Mar 2026 (option 3)	\$	%

For Containers, Pallets and missing Wood Blocks, or beyond repair and not available from DND, the Contractor will be paid firm prices as follows:

Contract	1 Apr 2021 to	1 Apr 2022 to	1 Apr 2023 to	1 Apr 2024 to	1 Apr 2025 to
Award to 31	31 Mar 2022	31 Mar 2023	31 Mar 2024	31 Mar 2025	31 Mar 2026
Mar 2021			(option 1)	(option 2)	(option 3)

Heavy Duty Wood Container	\$ \$	\$ \$	\$ \$
Wooden Pallet	\$ \$	\$ \$	\$ \$
Wood Block (per corner)	\$ \$	\$ \$	\$ \$

ITEM 005 TECHNICAL, ENGINEERING AND MAINTENANCE STUDIES (TEMS)

In the performance of Technical, Engineering and Maintenance Studies, the Contractor will be paid as follows:

For actual Direct labour hours spent on Authorized Taskings, the following labour charge-out rates and for actual parts or direct material consumed or incorporated into the authorized taskings, Laid Down Cost plus the following mark-up (including profit).

	FIRM HOURLY RATE FOR THE DIRECT LABOUR	MARK-UP
Contract Award to 31 Mar 2021	\$	%
1 Apr 2021 to 31 Mar 2022	\$	%
1 Apr 2022 to 31 Mar 2023	\$	%
1 Apr 2023 to 31 Mar 2024 (option 1)	\$	%
1 Apr 2024 to 31 Mar 2025 (option 2)	\$	%
1 Apr 2025 to 31 Mar 2026 (option 3)	\$	%

ITEM 006 ADDITIONAL WORK REQUIREMENTS (AWR)

Additional Work Requirements can only be authorized by the Contracting Authority or its delegated representative. Additional Work is defined as Work beyond the scope of the basic engine repair (Item 001 - a) b) c)) and supply or replacement of mandatory parts and all other material and parts (Item 002) required to repair the engine, and includes the authorized Removal and reclamation for re-use of serviceable parts from condemned equipment. It also includes any de-militarization of scrap.

Interpretation of what consists of Additional Work Requirement rests with the Contracting Authority.

For Additional Work Requirements performed, the Contractor will be paid for actual direct labour, the following firm hourly rates and for additional material consumed, Laid Down cost plus the following material mark-up (including profit):

	FIRM HOURLY RATE FOR THE DIRECT LABOUR	MARK-UP
Contract Award to 31 Mar 2021	\$	%

1 Apr 2021 to 31 Mar 2022	\$ %
1 Apr 2022 to 31 Mar 2023	\$ %
1 Apr 2023 to 31 Mar 2024 (option 1)	\$ %
1 Apr 2024 to 31 Mar 2025 (option 2)	\$ %
1 Apr 2025 to 31 Mar 2026 (option 3)	\$ %

ITEM 007 TRAVEL AND LIVING EXPENSES

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the "Contracting" Authority.

All payments are	subject to	government	audit.
------------------	------------	------------	--------

Estimated	Cost:	\$	

LDC is defined as "The cost incurred by a supplier to acquire a specific product or service for resale to the government. This includes the supplier's invoice price (less trade discount), plus any applicable charges for incoming transportation, foreign exchange and brokerage, but excludes Canadian Customs Duty and all applicable taxes".

[&]quot;Laid Down Cost" (LDC) (ITEMS 002, 003, 004, 005 006 AND 007 above)

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Annex D

Task Authorization

National Defence	I Délense e nationale	TASK AUTHORIZATIO			
				Contract no Nº du o	contrat
All invoices	s/progress claims must show	the reference Contract and	Task numbers.		
Toutes	les factures doivent indiquer	les numéros du contrat et d	de la tâche.	Task no N° de la tă	che
Amendment no N	de la modification	Increase/Decrease - Augmentation/Rédu	uction Pr	evious value – Valeur pré	cédente
To-A		TO THE CONTRACTOR			
		You are requested to supply the for reference contract. Only services	ollowing services in acc	ordance with the terms	of the above
		Please advise the undersigned if t shall be prepared in accordance w			
		A L'ENTREPRENEUR	ittn the instructions set	out in the contract.	
Delivery location – E	Expédiez à		ces sulvants en confor	mité des termes du con	trat mentionné
		Vous êtes prié de foumir les servi d-dessus. Seuls les services mer demande.	ntionnés dans le contra	t dolvent être foumls à	l'appul de cette
		Prière d'aviser le signataire si la ils doivent être établies selon les inst	vraison ne peut se faire	dans les délais prescr	tts. Les factures
		CONVENT ENE EXAMPLES SERVIT IES INSC	ductions enuncees dan	o le comia.	
Deliver (Complete)	date - Date de livralson/d'achèvement				
Desivery/Completion	uaic - Liaié de Evraison/d achevement	Date	for the Depa	artment of National Defend	ie ale
Contract Item no).		pour le mins	ALL OF IN POPULE INSIGN	Cost
Nº d'article du contrat		Services			Prix
				GST/HST	
	1			TPS/TVH	
				Total	
APPLICABLE O	NLY TO PWGSC CONTRACTS: The Contract.	Contract Authority signature is require	d when the total value	of the DND 626 exceed	is the threshold
NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est regulse lorsque la valeur totale du formulaire DND 626 est					
superfeure au seuli précisé dans le contrat.					
for the Depa	artment of Public Works and Government Services gouvernen	ices rentaux			
DND 626 (01-05)				Design: Forms Mana Conception : Gestion	gement 993-4050 des formulaires 993-4062

D 1/2

Instructions for completing DND 626 - Task Authorization

Contract no. Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Enter the amendment number, when the original Task is amended to change the scope or the value.

Incresse/Decresse

Enter the increase or decrease total dollar amount including taxes.

Previous value
Enter the previous total dollar amount including taxes.

Name of the contractor.

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

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/abour category hourly rates; travel and living rates; firm price/celling 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.

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.

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

Nº du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

Nº de la tâche

Inscrivez le numéro de tâche séquentiel.

Nº 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.

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'achévement

Date d'achévement 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 palement stipulées dans le contrat s'appliquent à la tàche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND

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'll y lleu.

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'appul. 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 present paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un platfond précis qui ne pourra être approuvé que par le MDN et un pourcentage seion 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 débuter les travaux.

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 taches dont le coût dépasse le plafond établi par le MDN.

ANNEX E

EVALUATION CRITERIA FOR THE TECHNICAL PROPOSAL

Your proposal must address, in written narrative, all subjects covered under the evaluation criteria presented below. In order for your proposal to be considered compliant:

- i) Evaluation criteria identified as Mandatory (M) must be met by including a written narrative for each, demonstrating how they are met; and
- ii) Responses consisting of a simple statement of compliance or lacking narrative should be avoided as this could preclude assessing your proposal on a competitive basis with other proposals and result in your proposal being rejected from further consideration.

Technical Evaluation

1.0 Facility

M 1.1 All work must be conducted in Canada. Identify bidder owned/leased facilities and location which will be made available for work performed under the contract.

Minimum Acceptable Standard: The location of the proposed facilities must be accessible to commercial transportation to ensure a 90 day turn-around time can be met. The facilities must also have indoor secure storage space to ensure that repairable items can be stored at the bidder's facilities while being scheduled for repair and overhaul or while waiting for return transportation arrangements to be made following completion of repair and overhaul. (L x W x H = 4.5' x 4.5' by 5' x 20 ea) for a minimum total of 405 square feet. The bidder must demonstrate that they have the available facilities and equipment necessary to perform the repair and overhaul of engines such as the facility location, description, size, layout of the work areas including dynamometer test area and shipping / receiving facilities.

2.0 Capability

- **M** 2.1 Must be, either through OEM Certification or OEM Agreements, an authorized Detroit Diesel Corporation Repair and Overhaul facility and has the necessary technical manuals and bulletins to perform the necessary work.
 - 2.2 Provide a Production Plan which outlines the start-up, production, ordering of parts and the corresponding time required for each engine from the time of contract award. The production plan must demonstrate that the average 90-day turn-around time can be met.

<u>Minimum Acceptable Standard:</u> The average time allowed for the repair and overhaul of a repairable item is 90 days from the time it arrives at the bidder's facility. The successful bidder must be capable of meeting the 90-day average turn-around time. The narrative supplied must indicate how the bidder intends to monitor the repairs to ensure that the average turn around time is met throughout the contract.

M 2.2 Provide a Risk Management Plan that must outline how the bidder intends to address the risk issues involved in the Repair and Overhaul of the engines.

<u>Minimum Acceptable Standard</u>: with the turn-around-time, potential lack of available parts, labour unrest or an increase in DND usage. Identify the company's plans to mitigate risk associated with the turn-around-time, potential lack of available parts, labour unrest or increase in DND usage

3.0 Experience

M 3.1 Outline the company's history and provide details on its experience and expertise as they relate to the work that will be performed under the contract.

Minimum Acceptable Standard: The bidder and facilities at which the work will be performed must be located in Canada and have at least 5 years of directly related experience including contracts for work on heavy duty diesel engines. The narrative must include sufficient detail to confirm that the bidder has the necessary capabilities to support the volume of work outlined in Appendix 4 of Annex A, SOW, while achieving the 90-day average turn-around time. In addition, the company must have had a production line performing this type of work within the past 24 months from the bid closing date.

E - 2/2

Annex F

EVALUATION OF FINANCIAL PROPOSAL

The contract funding will differ from the evaluated price of the successful bid. The quantities and expenditure used below are provided for bid evaluation purposes only. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage will be consistent with this data.

For Bid Evaluation purposes it is assumed that no engines will be scrapped, no engines will be received without glow-plugs, no AWR will be required (Item 6) and no major container repair (Item 004) will be required.

ITEM 001 Repair and Overhaul of Engines

ITEM	Α	В		С
	Qty	Unit Price	Total	Ŭ
Fiscal Year 2020/2021			1 0 0 0	
Engine Assembly 2815-01-461-1200	20		AXB	=
Engine With Container 2815-20-000-4839	20		AXB	=
Engine Container 8145-21-921-5640	10		AXB	=
Fiscal Year 2021/2022				
Engine Assembly 2815-01-461-1200	20		AXB	=
Engine With Container 2815-20-000-4839	20		AXB	=
Engine Container 8145-21-921-5640	10		AXB	=
Fiscal Year 2022/2023				
Engine Assembly 2815-01-461-1200	10		AXB	=
Engine With Container 2815-20-000-4839	10		AXB	=
Engine Container 8145-21-921-5640	10		AXB	=
Option 1 Fiscal Year 2023/2024				

Engine Assembly 2815-01-461-1200	5	AXB	=
Engine With Container	5	AXB	_
2815-20-000-4839		,,,,,	
Engine Container	5	AXB	=
8145-21-921-5640			
Option 2			
Fiscal Year			
2024/2025			
Engine Assembly	5	AXB	=
2815-01-461-1200	<u> </u>		
Engine With Container	5	AXB	=
2815-20-000-4839	-	1 1 1 1	
Engine Container	5	AXB	=
8145-21-921-5640	1		
Option 3			
Fiscal Year			
2025/2026	├	AVE	
Engine Assembly	5	AXB	=
2815-01-461-1200	 	A V D	
Engine With Container	5	AXB	=
2815-20-000-4839	 	A V D	
Engine Container	5	AXB	=
8145-21-921-5640			

ITEM 002 CONTRACTOR FURNISHED REPAIR PARTS

For bid evaluation purposes only it has been assumed that \$20K worth of parts per engine per fiscal year (FY) will be required.

	TOTAL ITEM 002 \$	
Opt. 3 FY 2025/2026 - \$20K x QTY	5 X 1 +% ÷100% \$ _	
Opt. 2 FY 2024/2025 - \$20K X QTY	5 X 1 +% ÷ 100% \$	
Opt. 1 FY 2023/2024 - \$20K X QTY	5 X 1 +% ÷ 100% \$	
FY 2022/2023 - \$20K X QTY 1	10 X 1 +% ÷ 100% \$	
FY 2021/2022 - \$20K X QTY 2	20 X 1 +% ÷ 100% \$	
FY 2020/2021 - \$20K X QTY 2	20 X 1 +% ÷ 100% \$	

Total Evaluated Bid Price	
Total for Item 001 \$	
+ Total for Item 002 \$	
Total \$	

ANNEX G, PART 3 OF THE - BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Ins	strument(s):
() Direct Deposit (Domestic and International);	
() Electronic Data Interchange (EDI);	
() Wire Transfer (International Only):	

ANNEX "H"

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.

	e bid non-responsive or constitute a default under the Contract.
	er information on the Federal Contractors Program for Employment Equity visit Employment and evelopment Canada (ESDC)-Labour's website.
Date: date.)	(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing
Complete	e 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 <u>federally regulated employer</u> being subject to the <u>Employment Equity Act.</u>
	The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]). Bidder has a combined workforce in Canada of 100 or more employees; and
() OR	A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
()	A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (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)

H - 1/1

Annex I

ORIGINAL EQUIPMENT MANUFACTURER CERTIFICATION FORMS

- 1.0 This Annex I– OEM Certification Forms contains the forms and the information that each Bidder must provide to Canada in response to Solicitation #: W8486-207273/A and in accordance with Sections 4.1 of Annex A.
- 1.1 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 4.1 of Annex A, Technical Statement of Work of this bid solicitation, the Bidder must submit and sign an OEM Certification Form covering each Line Items listed in the format of Form 1 in this *Annex I* "Bidder as non-OEM with authority" OEM Certification Form and must have the OEM or the OEM Affiliate sign Form 1 in addition to the Bidder's signature.. The Bidder must also submit evidence of the Bidder's rights and authority as referenced in Section 4.1 of Annex A and as required in Form 1 of this *Annex I*.
- 1.2 Although the OEM Certification Form in this *Annex I* are mandatory and the Bidder must provide all the information required in the OEM Certification Form, 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.
- 1.3 NO CONTRACT WILL BE AWARDED TO A BIDDER UNLESS THE BIDDER HAS PROVIDED THE OEM CERTIFICATION FORM

I - 1/3

Annex I

Bidder as non-OEM with authority*

(*authority is given to Bidder by OEM.)

(Section 1.1 of Annex I and Section 4.1 of Annex A)

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 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.

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 1 and in Section 4.1 of Annex A, and has provided the justification and information required in Section 1.2 of Annex E, Evaluation Criteria . 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.

Bidder's Name:	
Bidder's Signature:	
Date of signing by Bidder:	
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. As well, Bidder must include the evidence of its rights and authority as per the following row in this Form 1.]
Evidence of Bidder's right and authority to repair and overhaul or otherwise Work on the Line Items covered by this OEM Certification Form.	[Bidder must provide, and attach to this Form 1, a list of the evidence of Bidder's right and authority for each Line Item covered by this OEM Certification Form as per Section 1.2 of Annex E, Evaluation Criteria or otherwise reference where in Bidder's proposal this information can be found.
Restrictions or limitations (if any) on Bidder's right and authority.	Bidder must state if there are any restrictions or limitations on the Bidder's rights and authority and must detail the restrictions or limitations.]

NCAGE of OEM

Signature of authorized signatory of OEM

Print Name of authorized signatory of OEM

Print Title of authorized signatory of OEM

Address for OEM Subcontractor

Telephone no. for OEM

Fax no. for OEM

Date signed by OEM

Solicitation Number