

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

#### Bid Receiving Mailbox – Réception des soumissions

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#### Proposal To: National Defence Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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

At – à: 2:00 PM EDT – Eastern Daylight Time –  
Heure avancée de l'Est On – July 31, 2023 – le 31  
Juillet , 2023

<b>Title/Titre</b> Repair and Overhaul of Material Handling Equipment (MHE)	<b>Solicitation No – N° de l'invitation</b> W8486-228609/B
<b>Date of Solicitation – Date de l'invitation</b> July 11, 2023 – le 11 juillet, 2023	
<b>Address Enquiries to – Adresser toutes questions à</b> Contracting Authority: Name: Hector Vargas Directorate: DLP 5-2-4-2 National Defence Headquarters 101 Colonel By Dr. Ottawa, Ontario K1A 0K2	
<b>Telephone No. – N° de téléphone</b> 819-939-3643	<b>Email – Courriel</b> HECTOR.VARGAS@forces.gc.ca
<b>Destination</b> Specified Herein Précisé dans les présentes	

#### 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.

<b>Delivery required - Livraison exigée</b> See Herein	<b>Delivery offered - Livraison proposée</b>
<b>Vendor Name and Address - Raison sociale et adresse du fournisseur</b>	
<b>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)</b>	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6.1 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (e) the Bidder must provide the address(es) of proposed sites(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Industrial Security Program \(ISP\)](https://www.tpsgc-pwgsc.gc.ca/aiprp-atip/efvp-pia/prgsecind-indsecprg-eng.html) of Public Works and Government Services Canada (<https://www.tpsgc-pwgsc.gc.ca/aiprp-atip/efvp-pia/prgsecind-indsecprg-eng.html>) website.

### 1.2 Statement of Work

The Department of National Defence (DND) has a requirement for Repair and Overhaul (R&O), Field Service Representatives (FSR) and Technical Support to perform inspection, repair, and to maintain Material Handling Equipment (MHE) and its components in accordance with Annex A – Statement of Work, dated January 17, 2023 and Annex B – Logistics Statement of Work.

The work under this requirement will be carried out for a period of three (3) years from the effective date of the contract with an option to extend the contract for two (2) additional periods of one (1) year.

### 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.

## 1.4 Trade Agreements

The requirement is subject to the provisions of:

The World Trade Organization Agreement on Government Procurement (WTO-AGP);  
The North American Free Trade Agreement (NAFTA);  
The Canada-Chile Free Trade Agreement (CCFTA);  
The Canadian Free Trade Agreement (CFTA);  
The Canada-Peru Free Trade Agreement (CPFTA);  
The Canada-Columbia Free Trade Agreement (CCoFTA);  
The Canada-Panama Free Trade Agreement (CPanFTA);  
The Canada-Honduras Free Trade Agreement (CHFTA);  
The Canada-Korea Free Trade Agreement (CKFTA);  
The Canada-Ukraine Free Trade Agreement (CUFTA);  
The Canada-European Union Comprehensive Economic and Trade Agreement (CETA); and  
The Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)

## 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 **2003 (2022-03-29)** 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.
- c) Section 05, Submission of Bids – Subsection 3 is deleted.
- d) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:  
  
Send its bid only to the address specified in the bid solicitation.
- e) Section 06, Late Bids, is deleted in its entirety;
- f) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:  
  
It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- g) Subsection 1 of Section 08, Transmission by Facsimile, is deleted in its entirety.

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

Delete: 60 days

Insert: 90 calendar days

## **2.2 Electronic Submission of Bids**

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

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

## **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **Definitions**

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

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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### Former Public Servant in Receipt of a Pension

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

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

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

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

## 2.4 Enquiries - Bid Solicitation

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

Bidders 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.

## 2.5 Applicable Laws

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

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

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## **2.6 Improvement of Requirement during Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

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

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid.

#### **Section I: Technical Bid**

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

Bidders must submit their financial bid as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at Contractor's Facility, Incoterms 2010, and Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

#### **Pricing – Basis of Payment**



Bidders must submit prices for all items and all years including option years. Bidders must submit their financial bid in accordance with the Basis of Payment. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Bidders should complete Annex "C"

### 3.1.1 Electronic Payment of Invoices – Bid

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

If 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.

### 3.1.2 Exchange Rate Fluctuation

[SACC Manual Clause C3011T](#) (2013-11-06), Exchange Rate Fluctuation

### 3.1.3 SACC Manual Clauses

#### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

#### Section IV: Additional Information

##### Supplier Contact

Canada requests that Bidders provide information for the contact person responsible for:

##### Repair and Overhaul Manager

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 3.1.4 Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures

**3.1.4.1** As indicated in Part 1 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s) site(s) or premises for which safeguarding measures are required for Work Performance:

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

**3.1.4.2** The Company Security Officer (CSO) must ensure through the **Industrial Security Program (ISP)** that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.

## **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**

Bidders must meet all mandatory technical evaluation criteria detailed in Annex E – Mandatory Evaluation Criteria.

##### **4.1.1.2 Aggregate Price Determination**

The evaluated aggregate price of the bid will be considered the lowest evaluated price for Para 4.2 – Basis of Selection and will be determined in accordance with Annex D – Evaluated Aggregate Price of the Bid.

### **4.2 Basis of Selection**

SACC Manual Clause A0031T (2010-08-16) Basis of Selection - Mandatory Technical Criteria

## **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 Integrity Provisions - Declaration of Convicted Offences**

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In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## **5.2 Certifications Precedent to Contract Award and Additional Information**

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

### **5.2.1 Integrity Provisions – Required Documentation.**

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list 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.page?&_ga=1.229006812.1158694905.1413548969#afed) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](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 [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Status and Availability of Resources**

SACC Manual Clause A3005T (2010-08-16) Status and Availability of Resources

#### **5.2.3.2 Education and Experience**

SACC Manual clause A3010T (2010-08-16) Education and Experience

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

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## 6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

### 6.1.2 Contractor's Site(s) or Premises Requiring Safeguarding Measures

Personnel working on this procurement require, as a minimum, a Reliability Status before access to a secure site is granted. Contractor personnel working on DND sites shall abide by the National Defence Security Orders and Directives as well as any Information Technology publications that may apply. DND Unit Security Supervisors are responsible to brief Contractor employees on these policies and any other security instructions/policies as required. Foreign Contractors will abide by their Governments' national security regulations and/or bilateral agreements MOU.

Prior to allowing access to secure premises, confirmation of Contractor personnel's security clearances must be forwarded on a Visit Clearance Request through the International Industrial Security Division (IISD) of Public Works & Government Services Canada (PWGSC) for approval and bear the name of this contract/project/program/contract number and the Project Officer.

Contractor personnel requiring access to Controlled Goods must be registered and cleared to the requisite level with the Canadian Industrial Security Directorate – Controlled Goods Program (CGP), prior to being given access to the information or assets.

At no time will the contractor personnel be allowed to have any access to CLASSIFIED/PROTECTED data/documentation/systems and assets.

Subcontracts containing security requirements are prohibited without the prior written authority of CISD/PWGSC.

6.1.3 The Contractor must diligently maintain up-to-date, the information related to the Contractor's site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es):

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

6.1.3.1 The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

6.1.3.2 The Contractor must provide the approved Visit Clearance Request (VCR) to [P-OTG.DGLEPMDIVOR@intern.mil.ca](mailto:P-OTG.DGLEPMDIVOR@intern.mil.ca) with the subject line providing the contract reference.

## 6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A<sub>2</sub>

## 6.3 Work Categories

The Work is summarized into one (1) main category, as follows:

### 6.3.1 Category 1 – Task Authorization

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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) as provided in Annex G. The Work described in the TA must be in accordance with the scope of the Contract.

#### **6.4 Task Authorization Limit**

The Contracting Authority may authorize individual task authorizations up to a limit of \$\_\_\_\_\_ (insert amount), Applicable Taxes included, inclusive of any revisions.

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

#### **6.5 Task Authorization Process**

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization DND 626 form specified in Annex G.

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

3. The Contractor must provide the Technical Authority, within ten (10) 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 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.

#### **6.6 Task Pricing**

Pricing for each task must be established as follows:

##### **6.6.1 Firm Lot Price**

When a firm lot price has been established, the contractor shall complete the work based on that firm lot price. The firm lot price is the total amount to be paid under the task authorization.

##### **6.6.2 Ceiling Price**

Where a ceiling price has been established, the Contractor must complete the work and the ceiling price represents the maximum amount payable under the Task Authorization. The ceiling price is subject to downward adjustment based on the actual cost reasonably incurred in the performance of the work.

##### **6.6.3 Not to exceed**

A not to exceed is normally established when a requirement is not well defined or is of high risk and it is not practical to utilize a firm price or a ceiling price. The authorized amount in the Task Authorization represents the amount up to which the Contractor will be paid. The Contractor must not perform any work or services which would cause the total liability of Canada to exceed the authorized amount unless an increase is authorized by Canada.

#### **6.7 Periodic Usage Reports**

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

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

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

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

### ***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:

#### **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.

#### **For all authorized tasks:**

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

## **6.8 Standard Clauses and Conditions**

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

### **6.8.1 General Conditions**

2010C (2022-12-01), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

- a. Amendment to the definition of Minister:

"Canada", "Crown", "His Majesty" or "the Government"

means His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

2010A (2022-12-01), General Conditions - Medium Complexity –Goods – Section 09 Warranty, apply to and form part of the Contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twenty-four (24) months, or 2,000 hours of usage, whichever comes first".

All other provisions of the warranty section remain in effect.

## **6.9 Term of Contract**

### **6.9.1 Period of the Contract**

The period of the Contract is from date of Contract to (to be inserted) 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 two (2) 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 Authorities**

### **6.10.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Hector Vargas  
Title: DLP 5-2-4-2  
National Defence Headquarters  
Mgen. George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2

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E-mail address: Hector.Vargas@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.

### **6.10.2 Technical Authority**

The Technical Authority for the Contract is: (to be inserted by DND)

Name:  
Department of National Defence  
Telephone:  
E-mail address:

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

### **6.10.3 Quality Assurance Authority**

National Defence Quality Assurance Representative (NDQAR):

#### **DQA – Directorate of Quality Assurance**

Department Of National Defence  
Director General, Quality Assurance  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Dr.  
Ottawa On. K1A 0K2  
E-mail: contractadmin.DQA@forces.gc.ca

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

### **6.10.4 Contractor's Representative**

#### **To be completed**

Name:  
Telephone No:  
E-mail address:

### **6.11 Payment**

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with Annex C - Pricing, to a limitation of expenditure of \$ (to be inserted at contract award). Customs Duty and Excise Taxes included where applicable, and Applicable Taxes are extra.

Details about the National Joint Council Travel Directive are available at: <https://www.njc-cnm.gc.ca/directive/d10/en>.



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## 6.12 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% 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.

## 6.13 SACC Manual Clauses

C0307C Cost Submission 2014-06-26  
C0710C Time and Contract Price Verification 2007-11-30  
H1001C Multiple Payments 2008-05-12

## 6.14 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);

## 6.15 Invoicing Instructions

### 6.15.1 Category 1 – Task Authorization

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

The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.

The Contractor must submit invoices on its own form, and must include the following information:

- (a) Date;
- (b) Name and address of the consignee(s);
- (c) Contract number, serial number and DND financial coding;
- (d) Task Authorization Number;
- (e) Hourly Rate applicable to the labour hours;
- (f) Engineering or technical support categories;
- (g) Labour hours per labour category;

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- (h) Cost of materials related to the task;
  - (i) Approved travel and living expenses (receipts required);
  - (j) Cost of subcontractor related to the task;
  - (k) Applicable taxes;
  - (l) Supporting documentation such as, but not limited to, detailed copies of subcontractor and material/parts invoices, copies of travel, hotel, car rental and airline receipts.

### **6.15.2 Distribution of Invoices**

Invoices must be distributed as follows:

- (a) One (1) copy must be forwarded or e-mailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Note: Any credit notes (spares, scrap material) with supporting documentation must be shown as a credit on the invoice.

## **6.16 Certifications**

### **6.16.1 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.

### **6.16.2 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.

### **6.16.3 ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q) – D5540C (2021-05-20)**

In the performance of the Work described in the Contract, the Contractor must comply with the requirements of:

ISO 9001:2015 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause A.5 and 4.3 of ISO 9001 are acceptable.

### **6.16.4 Assistance for Government Quality Assurance (GQA)**

The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.

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The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.

When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.

The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.

For the design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2015 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2014 "Software engineering - Guidelines for the application of ISO 9001:2008 to computer software".

One of the following options will be inserted in the resulting contract, as applicable:

Option 1: When the contract is to be with a Canadian-based supplier; or

**6.16.5. Quality assurance authority (Department of National Defence): Canadian-based contractor – D5510C (2022-05-12)**

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR):

Director of Quality Assurance (DQA)  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca)

Within 48 hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

Atlantic - Halifax: 902-427-7224 or 902-427-7150  
Quebec - Montreal: 514-732-4401 or 514-732-4477  
Quebec - Quebec City: 418-694-5996  
National Capital Region - Ottawa: 819-939-8605 or 819-939-8608  
Ontario - Toronto: 416-635-4404, ext. 6081 or 2754  
Ontario - London: 519-964-5757  
Manitoba/Saskatchewan - Winnipeg: 204-833-2500, ext. 6574  
Alberta - Calgary: 403-410-2320, ext. 3830  
Alberta - Edmonton: 780-973-4011, ext. 2276  
British Columbia - Vancouver: 604-225-2520, ext. 2460  
British Columbia - Victoria: 250-363-5662

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract.

The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

**Option 2: When the contract is to be with a foreign-based supplier.**

**6.16.6 Quality Assurance Authority (Department of National Defence): Foreign-based and United States Contractor – D5515C (2010-01-11)**

All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance  
National Defence Headquarters  
Major-General George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca)

If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within 45 working days of award of the Contract, the Contractor must notify the Contracting Authority.

Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.

The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the materiel or services provided conform to the requirements of the Contract.

The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for 3 years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

**6.16.7 SACC Manual Clauses**

A1009C Work Site Access	2008-05-12
A2000C Foreign Nationals (Canadian Contractor)	2006-06-16
<b>OR</b>	
A2001C Foreign Nationals (Foreign Contractor)	2006-06-16
A9062C Canadian Forces Site Regulations	2011-05-16
B4042C Identification Markings	2008-05-12
B7500C Excess Goods	2006-06-16
B8041C Catalogue of Material on CD-ROM	2008-05-12
C2800C Priority Ratings	2013-01-28
C2801C Priority Rating - Canadian Contractors	2022-03-29

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D2025C Wood Packaging Materials	2017-08-17
D3010C Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D5510C Quality Assurance Authority - (DND) - Canadian Based Contractor	2022-05-12
<b>OR</b>	
D5515C Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor	2010-01-11
D5540C ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)	2021-05-20
D5604C Release Documents (Department of National Defence) - Foreign-based Contractor	2008-12-12
<b>OR</b>	
D5605C Release Documents (Department of National Defence) - United States-based Contractor	2021-05-20
<b>OR</b>	
D5606C Release Documents (DND) - Canadian-based Contractor	2017-11-28

#### 6.16.8 Release Documents - Distribution

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

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

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: **(to be inserted)**

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

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

E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca)

One of the following options will be inserted in the resulting contract, as applicable:

Option 1: When the contract is to be with a Canadian-based supplier; or

#### 6.16.9 Release Document (Department of National Defence): Canadian-based Contractor – D5606C (2017-11-28)

Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, the signature of the DND Quality Assurance Representative on the release document is not required.

Material must be released for shipment using either DND form CF 1280, Certificate of Release, Inspection and Acceptance, or a release document containing the same information. The Contractor must prepare the release document(s).

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For return of repair and overhaul material to the Defence Supply Chain, use forms DND 2227/DND 2228 in lieu of DND form CF 1280.

**Option 2: When the contract is to be with a foreign-based supplier.**

**6.16.10 Release Document (Department of National Defence): Foreign-Based Contractor – D5604C (2008-12-12)**

Material must be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which must be prepared by the Contractor.

**6.17 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*)

**6.18 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions;
- (c) Annex A, Statement of Work;
- (d) Annex B, LOG SOW;
- (e) Annex C, Pricing;
- (f) Annex D, Aggregate Evaluated Price of the BID;
- (g) Annex E, Mandatory Technical Evaluation Criteria;
- (h) Annex F, Response to Mandatory Technical Evaluation Criteria;
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) Federal Contractors Program for Employment Equity – Certification; and
- (k) the Contractor's bid dated \_\_\_\_\_, (To be inserted ).

**6.19 Defence Contract**

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

**6.20 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **6.21 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of National Defence.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

## **6.22 Bailee's Customer's Goods Insurance**

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$ 250,000.00. Government Property must be insured on an Actual Cash Value (depreciated cost).

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The Bailee's Customer's Goods must include the following:
  - a. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence for any and all loss of or damage to the property however caused.

## **6.23 Shipping Instructions**

### **6.23.1 Shipping Instructions (DND) - Canadian-based Contractor**

1. Delivery will be FCA Free Carrier at the Contractor's facilities, Incoterms 2000. The Contractor must load the material 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
  - a. Insert the following for all sole source contracts, except repair and overhaul, where the Contractor is located in Canada: Inbound Logistics Co-ordination Center (ILCC) Telephone: 1-877-877-7423 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: ILHQOttawa@forces.gc.ca
  - b. Insert the following for all repair and overhaul contracts where the Contractor is located between Kingston inclusive and westward to the Ontario/Manitoba border: Inbound Logistics Central Area (ILCA) Telephone: 1-866-371-5420 (toll free) Facsimile: 1-866-419-1627 (toll free) E-mail: ILCA@forces.gc.ca
  - c. Insert the following for all repair and overhaul contracts where the Contractor is located in Manitoba, Saskatchewan, Alberta, British Columbia, and the National Capital Region inclusive to east of Kingston: Inbound Logistics Coordination Center (ILCC) Telephone: 1-877-877-7423 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: ILHQOttawa@forces.gc.ca



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d. Insert the following for all repair and overhaul contracts where the Contractor is located in Quebec: Inbound Logistics Quebec Area (ILQA) Telephone: 1-866-935-8673 (toll free), or 1-514-252-2777, ext. 4673, 2852 Facsimile: 1-866-939-8673 (toll free), or 1-514-252-2911 E-mail: 25DAFCTrafficQM@forces.gc.ca

e. Insert the following for all repair and overhaul contracts where the Contractor is located in Atlantic (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador): Inbound Logistics Atlantic Area (ILAA) Telephone: 1-902-427-1438 Facsimile: 1-902-427-6237 E-mail: BlogILAA@forces.gc.ca

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

- a. the Contract number;
- b. consignee address (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.

### **6.23.2 Shipping Instructions (DND) - Foreign Based Contractor**

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

2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics

Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

a. Insert the following when the Contractor is located in the United States (U.S.): Inbound Logistics Coordination Center (ILCC): Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)

OR

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b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland: Inbound Logistics United Kingdom (ILUK): Telephone: 011-44-1895-613023, or 011-44-1895-613024, or Facsimile: 011-44-1895-613046 E-mail: [CFSUEDetUKMovements@forces.gc.ca](mailto:CFSUEDetUKMovements@forces.gc.ca) In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: [CFSUEDetUKMovements@forces.gc.ca](mailto:CFSUEDetUKMovements@forces.gc.ca).

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. Note: To ensure you receive a reply on any contracting information such as Incoterms etc., always include the e-mail address: [ILHQcontract-ILHQcontrat@forces.gc.ca](mailto:ILHQcontract-ILHQcontrat@forces.gc.ca) in carbon copy (cc).

OR

c. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland: Inbound Logistics Europe Area (ILEA): Telephone: +49-(0)-2203-908-1807 or 2748 or 5304 Facsimile: +49-(0)-2203-908-2746 Email: [ILEA@forces.gc.ca](mailto:ILEA@forces.gc.ca) Note: To ensure you receive a reply on any contracting information such as Incoterms etc., always include the e-mail address: [ILHQcontract-ILHQcontrat@forces.gc.ca](mailto:ILHQcontract-ILHQcontrat@forces.gc.ca) in carbon copy (cc).

OR

d. Insert the following for U.S. Foreign Military Sales (FMS): Inbound Logistics Coordination Center (ILCC): Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) Email: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)

Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defence 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor must not ship the goods until the SII has been complied with.

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

a. the Contract number;

b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);

c. description of each item;

d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);

e. actual weight and dimensions of each piece type, including gross weight;

f. copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CI1, Canada Customs Invoice;

g. Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);

h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;

i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the safety data sheet.

- 
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
  5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
  6. If the Contractor delivers the goods at a place and time that 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 thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

## **6.24 Meeting**

### **6.24.1 Start-up Meeting**

The Contractor must contact the Contracting Authority to schedule the start-up meeting. The start-up meeting will take place within three (3) weeks from the effective date of the Contract. The meeting will be convened to review technical, contractual, and procedural requirements. The Contractor must be responsible for the drafting and promulgation of the agenda and minutes for the meeting. The meeting will be held at the Contractor's facilities or a Government of Canada facility, at Canada's discretion, at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

### **6.24.2 Progress Meetings**

Progress Review Meetings (PRM) will take place as and when required, following the start-up meeting. A minimum of one (1) and a maximum of three (3) PRM per year must be scheduled for the duration of the contract and as deemed necessary by either the technical authority, Contracting Authority. These meetings will address technical, contractual and procedural issues of the contract. Other meetings may also be scheduled.

The Contractor must be responsible for the drafting and promulgation of agendas and minutes and from these. The meeting will be held at the Contractor's facilities or DND facilities at Canada's discretion and at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

## **6.25 Reports**

The Contractor must provide all reports when requested as detailed in Annex A - Statement of Work including Failure Report and R&O Contractor Effectiveness Report.

## **6.26 Drawings, Reports, Data**

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

## **6.27 Protection of Government Property**

The Contractor must keep all Government Property, while in its possession or subject to its control, in accordance with the following at all time:

-all Government Property that are not inside a reusable wood or steel container must be kept in a secured indoor storage location; and

-all other Government Property must be kept in a secured storage location and must be protected from the elements and related damages.

## **6.28 Close-Out Responsibilities**

Components received at the repair facility up to and including the contract expiry date must be repaired by the Contractor within the terms and conditions of the contract. However, when this Contract expires, or is terminated, all catalogue repairable items, spare parts (CIS, and any specific Government of Canada owned equipment on loan), must be transferred to the closest Depot. The not-yet inducted work and the not-yet completed work orders (items already been inducted for R&O process within the R&O pipeline) that were open before the end of the expiry date must be reported to the NDQAR and to the Contracting Authority prior to the contract expiration. Specific Contractor Supplied/Furnished Parts and Material, which the Contractor purchased or committed to be purchased in support of those not-yet completed work orders must also to be reported to the NDQAR and to the Contracting Authority.

**ANNEX A**

**STATEMENT OF WORK**

**Repair and Overhaul (R&O) of  
Material Handling Equipment (MHE)**

**Date: 17 Jan 2023**

Prepared by:

DSVPM 4-2-1  
National Defence Headquarters  
Major General George R. Pearkes Building  
Ottawa, Ontario  
K1A 0K2



**NOTICE**

This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

**AVIS**

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

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## STATEMENT OF WORK FOR REPAIR AND MAINTENANCE FOR MATERIAL HANDLING EQUIPMENT

- 1.1 **Scope** - The Department of National Defence (DND) has a requirement for Repair and Overhaul (R&O), Field Service Representatives (FSR) and Technical Support to perform inspection, repair, and to maintain Material Handling Equipment (MHE) and its components.
- 1.2 **Objective** - The objective of this Statement of Work (SOW) is to outline the work required by DND. The repairs to the in-service fleet of MHE equipment and its components will ensure a continuous supply of serviceable equipment to the Canadian Armed Forces (CAF).
- 1.3 **Background** – The existing Material Handling Equipment replacement schedule is still several years away and as such, a repair and overhaul capability are required to sustain the militarized in-service MHE Fleets until replacement.
- 1.4 **List of Equipment**: The equipment to be serviced includes, but is not necessarily limited to the current militarized fleet of material handling equipment owned and operated by DND as follows:
- (a) Liftking: LK 35C: Qty 12 - 35,000 Lbs Capability (2004);
  - (b) Liftking: CAN 10: Qty 20 – 10,000 Lbs Capability (2002);
  - (c) Liftking: CAN 6: Qty 18 – 6,000 Lbs Capability (2004);
  - (d) Liftking: LK 935: Qty 38 – 9,000 Lbs Boom Type Capability (2004 and 2015);
  - (e) Manitex CVS: Qty 2 - CVS-F16 - 36,000 Lbs (2015);
  - (f) Manitex CVS: Qty 2 - CVS-F478 Container Handler 99,000 Lbs (2013);
  - (g) Omega Lift ARM XLM: Qty 6 - 9,000 Lbs Boom Type Capabilities (2015);
  - (h) Omega Lift HERC 2450: Qty 3 – 50,00 Lbs Mast Type (2007);
  - (i) Kalmar RT 240 - Qty 2 – 53,000 Lbs RTCH (2014): and
  - (j) VTC MFG Articulated Forklifts – 500 Series – Qty 12 – 4,500 Lbs (2004 – 2020).
- 1.5 **Terminology** - The following definitions **must** be applied to the interpretation of this Statement of Work:
- (a) Mandatory requirements are identified by the word "**must**". Deviations will not be permitted; and
  - (b) In this document "provided" **must** mean, "provided and installed".
- 2.0 **Reference Documents** - All technical manuals and related documents necessary to perform the work required in this SOW are commercially available from the original equipment manufacturer. DND will provide additional technical information when necessary to support specific militarized features and/or accessories.

- 
- 3.0 **Requirements** - The following instructions **must** be applied to this Statement of Work:
- (a) Where a standard or specification is specified and the contractor offers an equivalent, that equivalent specification standard **must** be provided upon request;
  - (b) Where equipment certification to a standard such as Society of Automotive Engineers (SAE or other) is required, the contractor **must** provide the certification upon request;
  - (c) All work must be done in accordance with the OEM recommendations and industry best practices;
  - (d) The militarized portion of the equipment is normally related to the lights, paint, and the armoured when applicable. If required, the armoured glasses will be provided as Government Supply Material (GSM) by DND; and
  - (e) All repair parts used for the repairs under that contract **must** be the same form, fit, function and quality as the original parts. If the material and or repair parts are not new production of current manufacture or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition. For items containing elastomeric material, e.g., hoses, rubber, adhesive compounds, etc., the shelf life remaining cannot be less than 75 percent from the date of manufacture to the procurement date.
- 3.1 **Scope of Work** - The scope of work includes the following:
- (a) The Contractor **must** provide workshop capabilities to inspect, repair, overhaul and maintain equipment listed in paragraph 1.4 above, when requested, and as described in the Task Authorisation (DND 626);
  - (b) The Contractor **must** provide workshop capabilities to inspect, repair and overhaul major assemblies and components for the equipment listed in paragraph 1.4 above when requested and as described in the Task Authorisation (DND 626);
  - (c) The Contractor **must** provide Field Service Representative (FSR) within five (5) working days in the eastern, central and western part of Canada when requested to execute the work described in the Task Authorisation (DND 626). The scope of this work may include, but is not limited to:
    - 1, Minor repair of less than two days of work;
    - 2, Trouble shooting and diagnostic;
    - 3, Urgent repair in support to operations; and
    - 4, Training on equipment as required.
  - (d) The Contractor **must** provide Workshop capabilities for body repairs and paint application as per Appendix A1 when requested and as described in the Task Authorisation (DND 626).
- 3.2 **Incoming Inspection** – The Contractor must record the date and serial number and or licence plate number of every piece of equipment and or component received and the contractor must notify the Technical Authority if any parts or items usually considered as part of the assembly are missing or damaged.
- 3.3 **Tasks** - The Contractor **must** complete all and only the work as defined in the Task Authorisation (DND 626).
- 3.4 **Support** - DND will be providing additional technical information where necessary to support specific militarized features and or accessories.
- 3.5 **Time frame and delivery** - The Contractor **must** complete all work in accordance with the priority requested in the Task Authorisation (DND 626).

- 3.6 **Deliverables** - The Contractor **must** complete and deliver all work defined in the Task Authorisation (DND 626).

## Appendix A1

### Appendix A1 – BODY AND PAINT APPLICATION

- 1.0 **General** - The Contractor **must**;

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

- 2.0 **Body Repair** - The contractor **must**.

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

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

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



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

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

(a) **Coating Application Plan** - Prior to commencement of Military Green Coating System application, the equipment manufacturer and the coating applicator (if applicable) **must** meet with the coating manufacturer to determine the methods and materials to be used. The contractor **must** produce a Coating Application Plan including the following information:

- i Materials/suppliers to be used;
- ii Sequence and timing (where relevant) of primer and coating applications;
- iii Suitability assessment of contractor coating equipment;
- iv Surface preparation, primer and topcoat application techniques, thickness and timing;
- v Anti-corrosion preparations and coatings, including compatibility (if applicable);
- vi CARC coating system compatibility with:
  - 1. Non-skid surface products;
  - 2. Rock guard/surface protection coatings (if utilized);
  - 3. Corrosion prevention coatings (if utilized); and
  - 4. Sealant compounds (if utilized).
- vii Test sample (for every batch);
- viii Quality assurance plan; and
- ix Criteria for rejection.

(b) **Approval** - The contractor **must** submit the Coating Application Plan to the Technical Authority for approval within 30 days after contract award.

(c) **Preparation and Primer Application** - The surface preparation and primer **must** be recommended by the selected topcoat manufacturer. The prime coat **must** be epoxy type for steel protection and compatible with the coating system. All visible exterior metal surfaces of the equipment **must** have one prime coat and two topcoats applied, in accordance with coating manufacturer's recommendation, leaving no metal surfaces unprotected. No surface visible from outside of the vehicle **must** expose a coating other than the military green coating. Machined and mating surfaces are exempted where coating would interfere with vehicle operation;

(d) **Topcoat** - The topcoats of the coating system **must** be a Water Dispersible Polyurethane Military flat green coating, which is a Chemical Agent Resistant Coating (CARC). The topcoat colour **must** be Green 383, 34094. Two topcoats **must** be applied following the recommendation of the Coating manufacturer. Topcoats for the coating system **must** be obtained from one of the following manufacturers:

- i Sherwin Williams Company;
- ii Hentzen Coatings, Inc;
- iii Spectrum Coatings, Inc;
- iv NCP Coatings, Inc;
- v MILSPRAY;
- vi Randolph Products Company; or
- vii Any other manufacturer given on the site: <http://quicksearch.dla.mil/> Typing "64159" in "[Document Number](#)" to find the document.

(e) **Sealing** – Crevices and gaps between non-welded and stagger welded components that could hasten corrosion should be sealed using a silicone sealant compatible with the topcoat selected. This should be applied after assembly, and **must** be painted;

(f) **Lettering and Symbols** - Lettering and symbols on the outside of the vehicle **must** be flat black using paint or coating compatible with the topcoat selected. The colour **must** be flat black 37030 in accordance with FED STD 595 or equivalent approved by technical Authority;

(g) **Workmanship** - When visually inspected, the coating **must** be a smooth, continuous, adherent film, which is free of such surface imperfections as runs, sags, blisters, orange peel, blushing, streaks, craters, blotches, brush marks, fish eyes, seediness or pinholes;

(i) **CARC Records** - The Technical Authority is required to maintain records of CARC used on vehicles. Consequently, the Contractor **must** provide the Technical Authority with form(s) describing the processes used for surface preparation, the priming coat(s) applied and the topcoat(s) applied. The form(s) **must** include manufacturer, product code(s) and batch number of products used, and also vehicle VIN numbers with dates of application. The form is available from the Technical Authority.

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

**ANNEX B**

**LOG SOW**

**LOGISTICS  
STATEMENT OF WORK**

**For**

**Repair and Overhaul Contracts**

**Including**

**In and Out of Country Repair**

**Major Equipment**

*Issued on authority of the Assistant Deputy Minister (Material) (ADM (Mat))*

**OPI: DMPP 9-6 17/01/2019**

**Version: 02**

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## **RECORD OF CHANGES**

<b>DATE OF CHANGE</b>	<b>CHAPTER</b>
17 Jan 19	Entire document updated

## **FOREWORD**

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

This LOG SOW is to be read in conjunction with the A-LM-184-001/JS-001 for detailed information. There is mandatory information in this LOG SOW and must not be removed. The information is important to assist the contractor when managing government owned materiel.

This LOG SOW is to be used primarily as a guide for R&O contracts. It is important that this LOG SOW be utilised with minimal changes for reasons of procurement standardization and departmental accountability. Changes are permissible where there is a need to clarify specific requirements that would apply to equipment/weapon systems undergoing procurement and contract action.

This Logistic Statement of Work (LOG SOW) is distributed on the authority of the Assistant Deputy Minister (Material) (ADM (Mat)). It will be distributed, as required, internally to ADM (Mat) staff engaged in creating Repair and Overhaul (R&O) Contracts and Procurement Instruments (PI) and those who manage Repair and Overhaul Contracts.

This is a common LOG SOW which will entail contract conditions for Repair and Overhaul contracts for:

- In and out of country: For step by step instruction on in and out of country repair process refer to Annex B in the A-LM-184-001/JS-001. This model will describe the roles and responsibilities in the end to end repair process.
- Major Equipment: For complete instructions on receipt of Major Equipment, refer to Chapter 2 in the A-LM-184-001/JS-001.

- Accountable Advance Spares For complete instruction on AAS, refer to Chapter 8.2.7 in the A-LM-184-001/JS-001.

It is important to understand the system of record (DRMIS) being used in DND 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.

**The following Chapters will be identified as mandatory or as applicable.**

List of Acronyms and Abbreviations

Abbreviation	Description
CA	Contracting Authority
CAF	Canadian Armed Forces
CFB	Canadian Forces Base
DND	Department of National Defence
NDQAR	National Defence Quality Assurance Representative
GOCC	Government Owned Materiel in Contractor Custody
GOM	Government Owned Materiel
OCRS	Out of Country Repair Section
PA	Procurement Authority
R&O	Repair & Overhaul
SOW	Statement of Work
TA	Technical Authority

Figure A-1 List of Acronyms and Abbreviations

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## **1.0 OVERVIEW OF PUBLICATION**

### **1.1 SYSTEM OF RECORD**

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

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

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

### **1.2 SUPPLY ACCOUNTS**

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

**CRPA (Contractor Repair Parts Account):** DRMIS provisioning account (\_P) 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 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 PA/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 A-LM-184-001/JS-001 for further information on Spares.

## **1.4 EXTENT OF WORK/TYPES OF EQUIPMENT**

The Contractor must repair or overhaul only those items for which they have received authorization. This authority is in accordance with the Selection Notice and Priority Summary (SNAPS). Stores Removal Request (SRR), an approved Repairable Materiel Request (RMR) for a Repairable Materiel Account or Task Authorization/DND 626.

Different types of DND equipment to be repaired are categorized as either :

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

Refer to Chapter 1.4 of A-LM-184-001/JS-001 for further information on the different types of DND Equipment that are authorized for repair and the category types.

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

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

## **2.0 RECEIPTS**

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

Refer to Ch. 2.0 of A-LM 184 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 Supply Manager or the DND Contract Manager for in and out of country contracts.

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

## **2.2 DISCREPANCIES IN SHIPMENTS**

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

The Contractor must act in accordance with Chapter 2.1 of 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 A-LM-184-001/JS-001 for further instruction on inspection of repairable material.

## **2.4 HAZARDOUS MATERIEL AND CONTROLLED GOODS**

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

Refer to Chapter 2.4 of 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 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 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 A-LM-184-001/JS-001 for detailed procedures.

## **4.0 SELECTION NOTICE AND PRIORITY SUMMARY (SNAPS)**

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

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

## **5.0 COST CONTROL**

The Contractor must monitor the cost of each repair to ensure that total repair costs remain within approved limits. While undergoing repair, total cost must be monitored to determine whether or not to continue the repair.

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

## **5.1 DEFINITIONS**

Refer to Chapter 5.1 of 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.

## **6.1 INVOICE/CLAIMS FOR PAYMENT (ACCOUNTABLE ADVANCE SPARES)**

The Contractor must submit monthly invoices for AAS, but only after receipt and acceptance of the materiel and inspection in accordance with the CGCS quality assurance code (QAC) in the event that a certificate of conformance or test data is required.

Refer to Chapter 6.1 of A-LM-184-001/JS-001 for further information on invoices for AAS

## **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 MOBILE REPAIR PARTY (MRP)**

A Mobile Repair Party is an individual or group of individuals who perform repair work away from a Contractor's plant and regional area.

Refer to Chapter 7.2 of A-LM-184-001/JS-001 for more information on MRP.

### **7.3 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.

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

On receipt of a PRR, the contractor is to 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 PRR.

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

When authorized by the Contracting Authority via a Task Authorization/DND 626, the Contractor must open a work order to undertake special investigation and technical studies and must provide relevant data to these investigations as and when required.

Refer to Chapter 7.5 of A-LM-184-001/JS-001 for more information.

## **7.6 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.

## **7.7 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 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. Total National holdings of government owned materiel are not to be held on an RMA or CRPA.

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

### **8.4 SPARES REVIEW (As Applicable)**

In conjunction with the two year stocktaking schedule, the Contractor must carry out a review of CIS, AAS (must be done on a yearly basis), and GFOS. This will ensure all of the material is brought on charge on completion of the stocktaking.

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

## **8.5 STOCKTAKING**

The PA, 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, CIS, GFOS, AAS and Loan Accounts 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.

## **8.7 WAREHOUSING**

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

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

## **8.8 LOSS OR DAMAGE TO DND MATERIEL**

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

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

## **8.9 SCRAP - CUSTODY & DISPOSAL**

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

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

## **8.10 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.

## **8.11 REUSABLE CONTAINERS (As Applicable)**

Individual reusable containers must be used and provided as directed in the contract.

Refer to Chapter 8.11 of the A-LM-184-001/JS-001 for more information on reusable containers.

## **8.12 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.

## **9.1 WARRANTY REVIEW BOARD**

Each time an item is received by the Contractor for warranty consideration and there is a dispute as to responsibility, a WRB must be established.

Refer to Chapter 9.1 of A-LM-184-001/JS-001 for more detail on the Warranty Review Board.

## **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 A-LM-184-001/JS-001 for more information.

## **11.0 PUBLICATIONS**

The Contractor must document requirements for publications and submit to the PA. The Contractor must develop procedures to control all DND publications in their possession and be responsible for amending all DND publications in his custody. The record of amendments must be maintained as indicated in the applicable area of each publication.

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

## **12.0 OFFICE SERVICES**

The Contractor must perform the secretarial and clerical work necessary to carry out the terms of this contract with respect to the preparation, filing and transmission of all forms, reports and correspondence, relating to the movement, accounting, storage, repair, overhaul, quality control and investigation of materiel covered by this contract.

Refer to Chapter 12.0 of A-LM-184-001/JS-001 for further explanation.

## **13.0 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.

## **14.0 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.

## **15.0 REPORTS**

### **15.1 MATERIEL MANAGEMENT REPORTS**

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

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

### **15.2 MRP PROGRESS REPORTS**

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

### **15.3 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.

### **15.4 ANNUAL GOVERNMENT OWNED INVENTORY REPORT**

The Contractor must submit a report annually to the PA on the value of all government owned materiel.

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

## **Annex C**

### **Pricing**

#### **Initial Period**

The initial period of the contract is the period from the date of the contract to (to be inserted by DND) inclusive.

#### **Extended Periods**

The first extended period of the contract is the period from (to be inserted by DND) to (to be inserted by DND) inclusive.

The second extended period of the contract is the period from (to be inserted by DND) to (to be inserted by DND) inclusive.

#### **Firm all inclusive Hourly Rate**

Firm all inclusive hourly rate means a firm all inclusive hourly rate to be charged for each hour worked and prorated for any period less than an hour.

#### **Laid-Down Cost**

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

#### **Mark-up**

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



**Labour Rates**

The Contractor will be paid firm all inclusive hourly labour rates for the work performed in accordance with paragraph 6.11 Basis of Payment, as follows:

	Initial Periods			Optional Years	
	Year 1	Year 2	Year 3	Option Period 1	Option Year 2
Shop Rate Mechanic – 6000 hrs/year Welder - 2000 hrs/year Body Shop – 2000 hrs/year	\$	\$	\$	\$	\$
Field Service Representative	\$	\$	\$	\$	\$
Special Investigations and Technical Studies (SITS)	\$	\$	\$	\$	\$
Technical Investigation and Engineering Studies (TIES)	\$	\$	\$	\$	\$

The Contractor will be paid the firm all inclusive hourly rate at the time the work is authorized regardless of when it is performed.

**Furnished Material and Parts – Mark-up**

The Contractor will be paid at the Contractor's actual laid-down cost plus a firm mark-up of \_\_\_\_\_% in accordance with paragraph 6.11 Basis of Payment.

**Subcontracting Work – Markup**

The Contractor will be paid at the actual laid-down cost plus a firm mark-up of \_\_\_\_\_% in accordance with paragraph 6.11 Basis of Payment.

## ANNEX D

### Aggregate Evaluated Price of the BID

The estimated hours reflected herein are estimates only for evaluation purposes.

The aggregate price of the bid will be determined as follows:

#### Firm All-Inclusive Hourly Rate Evaluation

The firm all inclusive hourly rate proposed by the bidder for all years and all categories will be multiplied by the estimated number of hours, as detailed in the table below, to determine the evaluated price per category and per year. The sum of all evaluated prices per category and per year will determine the evaluated price for the labour.

	Initial Period			Extended Period	
	Year 1	Year 2	Year 3	Year 1	Year 2
<b>Shop Rate</b> Mechanic – 6000 hrs/year Welder - 2000 hrs/year Body Shop – 2000 hrs/year	10,000 HRS	10,000 HRS	10,000 HRS	10,000 HRS	10,000 HRS
<b>Field Service Representative</b>	50 HRS	50 HRS	50 HRS	50 HRS	50 HRS
<b>Special Investigations and Technical Studies (SITS)</b>	35 HRS	35 HRS	35 HRS	35 HRS	35 HRS
<b>Technical Investigation and Engineering Studies (TIES)</b>	25 HRS	25 HRS	25 HRS	25 HRS	25 HRS

#### Furnished Material and Parts

The firm mark-up proposed by the bidder will be multiplied by the estimated amount of \$20,000.00 to determine the evaluated price for furnished material and spare parts.

#### Subcontracting Work Evaluation

The firm mark-up proposed by the bidder will be multiplied by the estimated amount of \$10,000.00 to determine the evaluated price for subcontracting work.

The sum of the evaluated price for the labour, the furnished material and spare parts and the subcontracting work will determine the aggregate evaluated price of the bid.

## Annex E

### Mandatory Technical Evaluation Criteria

1.0 **Instructions** - The following instructions are to be used in the interpretation of this part of the evaluation:

- (a) Bidders **must** address, in written narrative, all subjects covered under the Mandatory Technical Evaluation Criteria detailed below. Responses consisting of a simple statement of compliance or lacking narrative should be avoided;
- (b) Bidders **must** complete the "Response to Mandatory Technical Evaluation Criteria" form, by checking the compliance block against each requirement and indicate the reference pages where information will be found; and
- (c) Bidders may refer to another portion of their bid if the details on the criteria are already referenced elsewhere in the bid.

2.0 **Company Profile**

- (a) The bidder **must** demonstrate having been in business for at least five (5) years working on the same equipment type reference herein and provide details of contracts related to inspection, repairs and maintenance on similar equipment and components listed at annex A Paragraph 1.4;
- (b) The bidder **must** provide at least five (5) copies of invoices and or copies of orders for each of the last five (5) years. The copy of invoices **must** show the customer's name and address; and
- (c) The bidder **must** demonstrate having access to all required shop manuals, technical specifications, and proprietary special tools (where applicable) required to perform the work on the equipment major components referenced herein for the duration of the contract. The answer **must** cover each fleet referenced herein and **must** be provided with the bid.

3.0 **Facility**

- (a) The Bidder **must** demonstrate the ability (facility and staff) to work on four (4) or more pieces of equipment of minimum dimensions of 166 inch in height, 134 inch in width and 386 inch in length at a time and secure storage space for equipment awaiting repair or waiting return arrangements following completion of repairs;
- (b) The Bidder **must** be able to concurrently store, in a secured area, four (4) or more pieces of equipment of the same dimension as above (paragraph 3.0 (a));
- (c) The Bidder must demonstrate the ability (facility and staff) to paint at least one (1) piece of equipment of minimum dimensions of 108 inches in height, 100 inches in width and 192 inches in length;

- (d) The Bidder **must** provide a description of work areas and of the secured storage area(s) that will be used in the performance of the work. The outside storage area **must** be fenced and/or a building and/or a facility lockable with control access during the day. The fence **must be** made like a chain link fence and be at least 8 feet high with barbed wire;
- (e) The Bidder **must** provide a layout or line drawings of work areas and of the secured outside storage area that will be used in the performance of the work; and
- (f) The facility must be certified as per CSA standards W47.1 by the Canadian Welding Bureau (CWB).

#### 4.0 **Personnel**

- (a) The Bidder **must** provide a list for all personnel expected to perform work under the contract including relevant details of qualifications, training and experience in the area of technical expertise required;
- (b) The Bidder **must** provide a resume and work history for the lead mechanic involved in the specified work. The lead mechanic **must** have a valid provincial or territorial mechanic's licence in the Province or territory of the facility to work on the equipment listed in Annex A (Paragraph 1.4). The lead mechanic **must** have a minimum of ten (10) years of technical experience working on the same equipment types referenced herein with at least five (5) years of supervisory experience;
- (c) The Bidder **must** provide a resume and work history for the welder(s) involved in the specified work. The welder(s) **must** have a valid provincial or territorial licence in the Province or Territory of the facility to work on the equipment listed in Annex A (Paragraph 1.4). The welder(s) **must** have a minimum of ten (10) years of welding experience working on the same equipment types referenced herein and **must** be certified to CSA standards W47.1 by the Canadian Welding Bureau (CWB);
- (d) The Bidder **must** provide a resume and work history for an Engineer(s) working at the bidder location and involved in the specified work. The Engineer(s) **must** have a valid provincial or territorial engineering certification in the Province or Territory of the facility to work on the equipment listed in Annex A (Paragraph 1.4). The Engineer(s) **must** have minimum of ten (10) years of engineering experience working on the same equipment types referenced herein with at least five (5) years of supervisory experience;
- (e) The Bidder **must** provide a photocopy of valid licences and training certificates for the welder and lead mechanic.

5.0 **Sub-Contracting** - If applicable, the Bidder **must** provide details for their sub-contracting plan, including details of the work to be sub-contracted and monitoring procedures for quality and delivery. The Bidder **must** be responsible to ensure that subcontractors meet specified requirements of this contract.

6.0 **Quality Assurance** - The Bidder **must** demonstrate having a quality assurance plan including corrective and follow-up procedures. A copy of the quality assurance plan **must** be provided with the bid.

**Annex F**

**Response to Mandatory Technical Evaluation Criteria**

Item #	Reference	Requirement	Proof of Compliance	Met		Bid Reference
				Yes	No	
		<b>Company Profile</b>				
M1	Annex E Para 2.0 (a)	The bidder <b>must</b> demonstrate having been in business for at least five (5) years working on the same equipment type referenced herein and provide details of contracts related to inspection, repairs and maintenance on similar equipment and components listed at annex A Paragraph 1.4;	The bidder must provide proof of having been in business for at least five years with invoices, and contracts showing different types of technical work on similar type of equipment and components listed at annex A paragraph 1.4.			
M2	Annex E Para 2.0(b)	The bidder <b>must</b> provide at least five (5) copies of invoices and or copies of orders for each of the last five (5) years. The copy of invoices <b>must</b> show the customer's name and address.	The bidder must provide at least five (5) different invoices and or copies of orders for each of the last five (5) years. The copy of invoices <b>must</b> show the customer's name and address.			
M3	Annex E Para 2.0(c)	The bidder <b>must</b> demonstrate having access to all required shop manuals, technical specifications, and proprietary special tools (where applicable) required to perform the work on the equipment major components referenced herein for the duration of the contract. The answer <b>must</b> cover each fleet referenced herein and <b>must</b> be provided with the bid.	The bidder <b>must</b> demonstrate having access to all required technical shop manuals by supplying print screens of the Login screen at the OEM registered sites giving access to repairs, parts manuals and or library pictures of technical manuals in the establishment to perform the work on the major components referenced herein for the duration of the contract.			
		<b>Facility</b>				
M4	Annex E Para 3.0(a)	The Bidder <b>must</b> demonstrate the ability (facility and staff) to work on four (4) or more pieces of equipment of minimum dimensions of 166 inch in height, 134 inch in width and 386 inch in length at a time and secure storage space for equipment awaiting repair or waiting	The Bidder <b>must</b> demonstrate the ability (facility and staff) to work on four (4) or more pieces of equipment of minimum dimensions of 166 inch in height, 134 inch in width and 386 inch in length at a time. The Bidder <b>must</b> supply building drawings,			

Item #	Reference	Requirement	Proof of Compliance	Met		Bid Reference
		return arrangements following completion of repairs;	including the working bay dimensions of the secured storage area. Aerial view of the establishment and or pictures of the interior of working area.			
M5	Annex E Para 3.0(b)	The Bidder <b>must</b> be able to concurrently store, in a secured area, four (4) or more pieces of equipment of the same dimension as above (paragraph 3.0 (a)).	The Bidder <b>must</b> be able to concurrently store, in a secured area, four (4) or more pieces of equipment at a time and in a secured storage. The Bidder <b>must</b> supply building drawings and or line drawings, including the working bay dimensions of the secured area. Aerial view of the establishment and or pictures of the interior of the working area.			
M6	Annex E Para 3.0(c)	The Bidder must demonstrate the ability (facility and staff) to paint at least one (1) piece of equipment of minimum dimensions of 108 inches in height, 100 inches in width and 192 inches in length.	The Bidder must demonstrate the ability (facility and staff) to paint at least one (1) piece of equipment of minimum dimensions of 108 inches in height, 100 inches in width and 192 inches in length by providing the drawings and or pictures of the painting bay area. Aerial view of the establishment and or pictures of the interior of the working area.			
M7	Annex E Para 3.0(d)	The Bidder <b>must</b> provide a description of work areas and of the secured storage area that will be used in the performance of the work. The outside storage area <b>must</b> be fenced and/or a building and/or a facility lockable with control access during the day. The fence <b>must be</b> made like a chain link fence and be at least 8 feet high with barbed wire.	The bidder must provide a description and dimensions of the work area and secured storage for equipment waiting to be repaired by supplying sketch drawings, pictures and or building drawings where storage will take place.			

Item #	Reference	Requirement	Proof of Compliance	Met		Bid Reference
				Yes	No	
M8	Annex E Para 3.0(e)	The Bidder <b>must</b> provide a layout or line drawings of work areas and of the secured outside storage area that will be used in the performance of the work.	The Bidder <b>must</b> provide a layout or line drawings of work areas and of the secured outside storage area that will be used in the performance of the work			
M9	Annex E Para 3.0(f)	The facility must be certified as per CSA standards W47.1 by the Canadian Welding Bureau (CWB).	The Bidder <b>must</b> provide a copy of current CWB letter of validation for the establishment/facility.			
		<b>Personnel</b>				
M10	Annex E Para 4.0(a)	The Bidder <b>must</b> provide a list for all personnel expected to perform work under the contract including relevant details of qualifications, training and experience in the area of technical expertise required.	The Bidder <b>must</b> provide a list of personnel with relevant details expected to perform work under the contract including relevant details of qualifications, training, and experience in the area of technical expertise required.			
M11	Annex E Para 4.0(b)	The Bidder <b>must</b> provide a resume and work history for the lead mechanic(s) involved in the specified work. The lead mechanic <b>must</b> have a valid provincial or territorial mechanic's licence in the Province or territory of the facility to work on the equipment listed in Annex A (Paragraph 1.4). The lead mechanic <b>must</b> have minimum of ten (10) years of technical experience working on the same equipment types referenced herein with at least five (5) years of supervisory experience;	The Bidder <b>must</b> provide a resume and work history for the mechanic(s) involved in the specified work and having a valid provincial or territorial mechanic's license in the Province or territory of the facility to work on the equipment listed in Annex A (Paragraph 1.4). The lead mechanic <b>must</b> have a minimum of ten (10) years of technical experience, listed in a resume, working on the same equipment types referenced herein by listing previous supervisory roles and <b>must</b> include a valid certificate, showing the person is qualified.			
M12	Annex E Para 4.0(c)	The Bidder <b>must</b> provide a resume and work history for the welder(s) involved in the specified work. The welder <b>must</b> have a valid provincial or territorial license in the Province or Territory of the facility to work on the equipment listed in Annex A (Paragraph 1.4). The welder(s) <b>must</b> have a minimum of ten (10) years of welding experience working on the same equipment	The Bidder <b>must</b> provide a resume and work history for the welder(s) involved in the specified work having a valid provincial or territorial license in the Province or Territory of the facility to work on the equipment listed in Annex A (Paragraph 1.4). The welder(s) <b>must</b> have a minimum of ten			

Item #	Reference	Requirement	Proof of Compliance	Met	Bid Reference
		types referenced herein and <b>must</b> be certified to CSA standards W47.1 by the Canadian Welding Bureau (CWB);	(10) years of welding experience, listed in a resume, working on the same equipment types referenced herein and <b>must</b> include a valid certificate, showing that the proposed candidate(s) is/are qualified to CSA standards W47.1 by the Canadian Welding Bureau (CWB).		
M13	Annex E Para 4.0(d)	The Bidder <b>must</b> provide a resume and work history for the Engineer(s) working at the bidder location and involved in the specified work. The Engineer(s) <b>must</b> have a valid provincial or territorial engineering certification in the Province or Territory of the facility to work on the equipment listed in Annex A (Paragraph 1.4). The Engineer(s) <b>must</b> have minimum of ten (10) years of engineering experience working on the same equipment types referenced herein with at least five (5) years of supervisory experience.	The Bidder <b>must</b> provide in a resume and work history for the Engineer(s) involved in the specified work with a valid provincial or territorial certification in the Province or Territory of the facility to work on the equipment listed in Annex A (Paragraph 1.4). The engineer(s) <b>must</b> demonstrate to have a minimum of ten (10) years of engineering experience, listed in a resume, working on the same equipment types referenced herein.		
M14	Annex E Para 4.0(e)	The Bidder <b>must</b> provide a photocopy of valid licenses and training certificates for the welder and lead mechanic.	The Bidder <b>must</b> provide a photocopy of valid licenses and certificates for the welder and lead mechanic.		
		<b>Sub-Contracting / Quality Assurance</b>			
M15	Annex E Para 5.0	If applicable, the Bidder <b>must</b> provide details for their sub-contracting plan, including details of the work to be sub-contracted and monitoring procedures for quality and delivery. The Bidder <b>must</b> be responsible to ensure that subcontractors meet specified requirements of this contract.	Sub-contracting plan. (If applicable, specify)		
M16	Annex E Para 6.0	The Bidder <b>must</b> demonstrate having a quality assurance plan including corrective and follow-up procedures. A copy of the quality assurance plan <b>must</b> be provided with the bid.	The Bidder <b>must</b> prepare a Quality Plan in accordance with ISO 9001-2015. A copy of the quality assurance plan <b>must</b> be provided with the bid.		



**Annex G**  
**Task Authorization (See Attached)**

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**ANNEX**  
**H to PART 5 - BID SOLICITATION**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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