**SOLICITATION AMENDMENT**  
**MODIFICATION DE L’INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l’invitation demeurent les mêmes.

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Science Procurement Directorate/Direction de l’acquisition de travaux scientifiques  
11 Laurier St. / 11, rue Laurier  
11C1, Place du Portage  
Gatineau, Québec   K1A 0S5

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Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur ( taper ou écrire en caractères d’imprimerie)
This amendment is raised to address the following:

- To respond to questions received during the solicitation period; and
- To revise the solicitation accordingly, as applicable.

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**Questions and Answers**

Q66 How much power will be available at the CMCC sites? Will UPS technical power be available for the MCC racks and is there a diesel backup power solution in place for the CMCC facilities?

A66 Canada will provide backup power, including UPS if they are required, in the equipment racks at the CMCC sites in Trenton and Belleville. The power available in the racks at both locations for use by the vendors is 110 Volt 60 Hz AC power via 15 Amp circuits.

Q67 Could Canada confirm a bidder may receive a Pass Assessment if their subcontractor provides multiple projects for Technical Mandatory Experience Requirement M2 & M5 (provided the requirement is met)?

A67 Yes, that is correct.

Q68 What key roles is Canada looking for bidders to provide to achieve a Pass Assessment for M3, M4 & M9?

A68 For criterion M3, key roles include engineering staff, team leaders for software engineering, signal processing, and RF engineering, as well as project managers. For criterion M4, the roles are as stated in the Technical Evaluation Plan, which states that "[...] at least one of its proposed personnel, or one of its sub-Contractors' staff or personnel, has [...] in Radio Frequency engineering and signal processing for satellite systems [...]." Similarly, for criterion M9, the roles are as stated in the Technical Evaluation Plan, which states that "[...] all proposed ISS engineering and technical support personnel have [...]".

Q69 Will SM1 & FM1 be added to Canada’s Appendix E Mandatory list?

A69 No, SM1 (Security Mandatory 1) and FM1 (Financial Mandatory 1) will not be added to the Technical Evaluation Plan in Appendix E of Attachment 1.

Q70 What Section (Technical Bid, Supplemental Information etc.) should SM1 as well as teaming agreements (if applicable) appear in?

A70 SM1 and teaming agreements may be included in any section of the Bidder’s proposal.

Q71 MEOSAR DBAC SOW, Sections 7.5.1.3.1, 7.5.1.3.2 and 7.5.1.3.5: Requirement 7.5.1.3.1 specifies a 200 square foot area requirement to accommodate storage and workspace. It is recommended that this area requirement be reduced or be reworded as follows. Be of sufficient size to
accommodate the workspace and storage requirements in 7.5.1.3.2-7.5.1.3.5 and to store all the required spare on-site equipment to support the proposed MEOLUT solution per the contractors list.

A71 The requirements will not be changed.

Q72 MEOSAR DBAC SOW, Appendix C: Section 1.1 mentions an approximately 100m x 100m area to install MEOLUT. It is recommended that this area requirement be reworded as follows. Be of sufficient size to accommodate the deployment of the proposed MEOLUT solution, with a minimum of 20 meters between the MEOLUT equipment deployed and the demarcation boundary.

A72 The requirements will not be changed.

Q73 Materialization of demarcation boundary: MEOSAR DBAC SOW, Appendix C: Can DND confirm if the demarcation boundary must be materialized by a fence of MEOLUT Sites?

A73 The construction of a fence at each MEOLUT sites is Canada's responsibility. For the Goose Bay MEOLUT, a new fence will be erected around the MEOLUT. However, for the Riverbend MEOLUT, a new fence is not expected to be required as the site is already within a fenced Operations Zone.

Solicitation Revisions

1. At Annex B, STATEMENT OF WORK – IN-SERVICE SUPPORT, Section 5.3, Task Authorization Reference document:

DELETE:

<table>
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<tr>
<th>Name</th>
<th>Description</th>
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<tr>
<td>A-LM-184</td>
<td>Special Instructions For Repair and Overhaul Contractors</td>
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<tr>
<td>A-LM-184-001/JS-001</td>
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Table 3: List of Repair and Overhaul Reference Document

INSERT:

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<th>Name</th>
<th>Description</th>
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<tbody>
<tr>
<td>N/A</td>
<td>Instructions For Repair and Overhaul</td>
</tr>
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Table 3: List of Repair and Overhaul Reference Document

2. At ANNEX “C”, REFERENCE DOCUMENTS, Appendix 3, A-LM-184-001/JS-001:

DELETE in its entirety

INSERT:

Appendix 3 to Annex C – Instructions for Repair and Overhaul
This Document contains general instructions for Repair and Overhaul. It will only be in effect when a Task Authorization regarding Repair and Overhaul is issued under this Contract.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME
APPENDIX 3

TO

ANNEX C

TO THE

REQUEST FOR PROPOSAL

FOR THE

MEDIUM EARTH ORBIT SEARCH AND RESCUE GROUND SEGMENT PHASE 2

INSTRUCTIONS FOR REPAIR AND OVERHAUL

6 MARCH 2017
1. **SCOPE**

1.1. This attachment contains general instructions and procedures for all in and out of country Repair and Overhaul (including refit) activities conducted on behalf of the Department of National Defence (DND).

2. **CONTEXT**

2.1. Unless otherwise indicated, the term Repair and Overhaul (R&O) covers repair, overhauls, or refits.

2.2. The term “CAF unit” is used in its broadest sense to mean any Canadian Armed Forces (CAF) base, station, unit, supply depot or any other DND organization.

2.3. The term “NDQAR” (National Defence Quality Assurance Region), is a Headquarters of a field representative of the Director Quality Assurance (DQA) who is authorized to act on behalf of DQA.

2.4. OCRS (Out of Country Repair Section) supports all out of country repair facilities and are located in both supply depots. The supply depots are 25 CFSD Montreal and 7 CFSD Edmonton.

3. **CHANNELS OF COMMUNICATION**

3.1. The Contract Authority (CA) named in the contract is responsible for all contractual matters, including contract pricing. Therefore, any questions having contractual implications are normally addressed to the contract authority; however the contract and its supplementary documents allow direct communication between the contractor and TA/PA on all matters relative to the performance of the work.

3.2. The NDQAR at the contractor’s facility are the official DND representatives responsible for DND interests at civilian contractors; therefore, all direct communication for in country contracts involving DND will be transmitted through the NDQARs. For Out of country contracts the company/vendor is to deal with the Procurement Authority/Contract authority.

3.3. In order to ensure that DND’s interests are protected, the NDQAR reserves the right to exercise surveillance over all aspects of the contractors supply operations and carry out performance checks on the contractor’s materiel management system and materiel verifications (spot checks) when required.

4. **GENERAL INTRODUCTION**

4.1. This section describes the system of record for use by DND Defence Resource Management Information System (DRMIS). It will explain the various supply Accounts/Plants/ Storage Locations (SLOCs) that all contractors will use and the different
types of spares involved.

4.1.1. **DRMIS**: provides total asset visibility of all Canadian Forces (CF) materiel, whether it is in use, in stock, or on a repair line. As a fundamental policy, all supply transactions and movement of materiel must be visible and traceable. All transactions for goods movements must be supported by appropriate computer transactions.

4.1.2. **RMA (Repairable Material Account)**: is an account that will be allocated to the contractor to hold the authorized material for repair that is approved on the contract. The RMA is represented within the system by a three Alpha character format followed by a number “1” i.e. “WAL1”. There will be two storage locations (SLOC) allocated. One will be a Serviceable storage location and the other will be an Unserviceable Storage Location (SLOC).

4.1.3. **CIS (Contract Issue Spares)**: CIS are DND-owned materiel issued to repair and overhaul contractor facilities for incorporation into DND equipment undergoing repair, overhaul and modification. This material is catalogued and is in DND inventory. This inventory will be managed in a Contractor Repair Parts Account (CRPA). Catalogued serviceable spare parts salvaged by the contractors on NDHQ authority are included. Prior to approval of the CIS being issued to a contractor the Procurement Authority must ensure:

4.1.3.1. All spare parts issued to a contractor as part of CIS are to be catalogued and are visible in the system of record DRMIS for National Defence.

4.1.3.2. DND stocked inventory is to be used prior to contractors procuring commercially. There are exceptions to this rule and the procurement authority has to authorize this procurement and justify why DND stocked inventory is not being used first. For instance, there may be spares reserved for other operations and may not be available to use as CIS or it may be more economical for DND to allow commercial procurement.

4.1.4. **CRPA (Contractor Repair Parts Account)**: DRMIS provisioning account with a Serviceable and an Unserviceable storage location. It records all managed spare parts pre-propositioned within that CRPA Plant /Serviceable Storage Location. The spares are located at the contractor’s repair facility and are to be used to assist on the repair of the repairable items contracted out for repair. These spares are called Contract Issue Spares (CIS) because they are DND spares issued to the contractor in order to affect the repair or overhaul of DND equipment.

4.1.5. **GFOS (Government Furnished Overhaul Spares)**

4.1.5.1. Non-catalogued spares that are provided to an R&O contractor from AAS held by another contractor;

4.1.5.2. A contractor by the prime manufacturer or a representative holding a contract to
provide spares to contractors engaged in R&O;

4.1.5.3. A contractor as a result of procurement action by PSPC (Public Services and Procurement Canada) with the US Government;

4.1.5.4. Non-catalogued spare parts that are salvaged by the contractor, on NDHQ or CFQAR authority, from DND materiel undergoing repair, overhaul, re-life or modification.

4.1.6. **AAS (Accountable Advance Spares):** AAS are spares purchased by the contractor using DND funds, in order to support DND equipment on the repair line. The authority to purchase AAS is granted by a contract that outlines maximum cash levels and the circumstances under which AAS may be purchased. Refer to Section 11.2.7 for more information on AAS.

4.1.7. **Government Furnished Equipment (GFE):** GFE is DND-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. The equipment included in GFE is any equipment used in the production process, such as machine tools, special production tooling, tooling, ground handling equipment, and any other items or equipment that are considered to be in the best interest of DND. Any equipment used in testing process, such as prototypes, sealed samples, models, and any other items or equipment that are considered to be in the best interest of DND. The equipment NOT normally included in GFE is: materiel to be consumed or used in the manufacture or maintenance process, or materiel that will be used for any purpose that would prevent it being returned in substantially the same condition as when loaned, subject to fair wear and tear.

4.1.8. **Government Furnished Information (GFI):** GFI is any information that DND will provide, on a loan agreement, to the contractor to enable contract fulfillment. This normally includes items such as DND specifications, NATO (North Atlantic Treaty Organization) codification requirements, and Technical Data Packages (TDP). GFE/GFI clauses will be included in original contract; otherwise a contract amendment will be required.

4.2. **Extent of Work/Types of Equipment**

4.2.1. This section will outline the extent of work and the different types of equipment repair. The Contractor must repair or overhaul only those items for which they have received authorization.

4.2.2. The different types of DND equipment to be repaired are categorized as either:

4.2.2.1. **Selected Equipment.** “A” accountable equipment’s/components that have received authorization for repair or overhaul and appears on the Selection Notice and Priority Summary (SNAPS) for a Repair Materiel Account (RMA).
4.2.2.2. **Non Selected Equipment.** “A” Accountable equipment that has received authorization on an approved Repairable Materiel Request (RMR), an approved Stores Removal Request (SRR) or a DND 626 (Task Authorization).

4.2.2.3. **Major Equipment.** “M for vehicles” (replace “A” Class) equipment’s which, in themselves, fulfil prime operational functions and which do not lose their identity or become integral parts of other equipment or installations, e.g., ships, tanks, aircraft, engines, etc.

4.2.2.4. **Repair of sub-components and accessories** Repair the component and if item is not selected raise an RMR. A component or accessory received as part of the major equipment and having a repair potential, is to be repaired as part of the major equipment by the contractor without any replacement from the DND. The following are exceptions to this replacement procedure:

- The component or the accessory is beyond economical repair (BER) and is conditioned as scrap;
- The contract to repair or overhaul the major equipment does not include the particular component or accessory as part of the contract pricing arrangement;
- The component is selected to a different repair facility; and
- The particular component or accessory is categorized as Repairable Reserve (RR) or has been designated surplus to requirements.

4.2.3. When the contract calls for the major equipment to be overhauled, a separate Statement of Work will be required. The Contractor must monitor and ensure that the total costs of the overhaul remains within the approved Maximum Repair Cost (MRC). Any repairable component that is removed for the major equipment that is on the Contractor’s list will be subject to selected process.

4.2.4. The contractor must ensure that storage and maintenance facilities provide sufficient protection to DND material to minimize the risk of:

- Unauthorized use;
- Theft or misappropriation;
- The elements including special handling requirements for sensitive and shelf-life items;
- An excess of dust and dirt;
- A possible breach of security; and
- Animal droppings and infestation.

5. **RECEIPTS**

5.1. **General**

5.1.1. Upon receipt of DND equipment for repair, the Contractor must:
5.1.1.1. Identify the equipment and ensure they are authorized to repair;

5.1.1.2. Open a work order;

5.1.1.3. Carry out a physical check to ensure that the item is complete and is in accordance with the accompanying vouchers;

5.1.1.4. Complete receipt documentation, including any adjustment transactions or work order number;

5.1.1.5. Carry out a physical check to ensure that the item is complete according to checklists in DRMIS obtained by the LCMM through the NDQAR;

5.1.1.6. Action warranty materiel.

5.1.2. DRMIS Receipt and Work order must be raised within 48 working hours of delivery to plant.

5.1.3. For those items where the basis of payment is other than firm fixed price, and based upon available information or inspection of the item, the Contractor must determine the extent of work required, prepare a cost estimate, and if cost to repair is below the maximum repair cost (MRC), proceed with the repair. Whenever cost to repair threatens to exceed the MRC, the Contractor must request authority to proceed with the repair.

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

5.1.5. Upon receipt of DND “non-selected” equipment, the Contractor has no authority to repair and the item should be referred to the Procurement Authority including all pertinent information. A DRMIS Work Order has to be initiated if repair is authorized.

5.2. Discrepancies in Shipments

5.2.1. Discrepancies are reported to the NDQAR and they are to contact the consignor. A discrepancy in shipment can consist of any of the following:

- Quantity;
- Serial/Equipment Number;
- Substitute material;
- Improper Packaging; and
- Condition.
5.3. **Initial Inspection of Repairable Material**

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

6. **WORK CONTROL**

6.1. **General**

6.1.1. The Contractor must ensure that the repair of all DND equipment is controlled by an internal serial numbered work order.

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

6.2. **Completion of Work**

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

7. **ANNUAL REPAIR FORECAST**

7.1. The contractor must notify the PA when the receipt for a selected repairable line item exceeds the current (fiscal) year forecast (CYF). The CYF is the quantity of items the contractor is authorized to repair from the 1st of April to the 31st March. The contractor must not repair the line item until written approval is received from the PA.

7.2. The contractor is responsible for scheduling work. Within these categories, the principle of “First in-First out” (FIFO) must apply. To assist in this scheduling, DND will provide each contractor with a report that lists the Repair Priority of each item on the selection list.

8. **COST CONTROL**

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

8.2. While undergoing repair, total cost must be monitored to determine whether or not to continue the repair. The terminology associated with cost often varies among different organizations even though the intent may be the same. To ensure better understanding,
the following terms are to be used when dealing with DND equipment:

8.2.1. Cost Control. The use of management devices in the performance of any necessary operation so that pre-established objectives of quality, quantity and time may be attained at the lowest possible outlay for goods and services. Such devices include a bill of materials, instructions, standard of performance, competent supervision, cost limits on items and operations, studies, interim reports, and decisions based on these reports;

8.2.2. Average Repair Cost. True cost pro-rated over the number of items produced in a time period;

8.2.3. True Cost of Repair. The total cost of repair or overhaul in plant or by subcontract including all labour charges, overhead, and all materiel spares costs, sub-contracting and shipping (by spares type with their applicable profit mark-ups or embodiment fees; or

8.2.4. Maximum Repair Cost (MRC), the MRC is a standard established by DND to guard against the possibility of an item being repaired at a cost that exceeds its replacement value to DND. The MRC is the maximum amount including all labour, sub-contracting and shipping, materiel costs and administration fees that the contractor or DND repair facility is authorized to spend to repair an item. It is not the cost DND necessarily intends to pay for all repairs.

8.3. In circumstances where the final cost of repair will exceed the MRC, contractors are required to cease repair and report complete details to the PA and inform NDQAR. DND will not pay costs which exceed the MRC without prior authorization.

9. COSTING RECORDS

9.1. The Contractor must prepare forms and maintain records which will provide:

9.1.1. A cost listing, by serial number if applicable, of each item or job lot going through the repair line;

9.1.2. A detail of the extent of work carried out, in-process inspections completed and materiel embodied at any stage of the repair process;

9.1.3. The average cost of repair or overhaul, by MMR; and

9.1.4. The total repair cost for a MMR, by work order.

9.2. This data must be provided as requested by the Procurement Authority and /or NDQAR.

9.3. Invoices/Claims for Payments (applicable to AAS)

9.3.1. The Contractor must submit monthly invoices for AAS, but only after receipt and acceptance of the materiel and inspection.
9.3.2. For purchased AA spare parts, the invoice/claim must be supported by supplier's invoices. For manufactured AA spare parts, invoices must reflect the item price in accordance with the contract. In support of invoices, the Contractor must provide the following information:

9.3.2.1. The total value of AAS inventory as last reported, held in support of the Repair and Overhaul work for which this contract was issued (opening inventory);

9.3.2.2. The total value of AAS received into inventory during the previous month (receipts), supported by actual invoices;

9.3.2.3. The total value of AAS removed from inventory for embodiment or transfer during the previous month (issues);

9.3.2.4. The total value of inventory remaining at month end (closing inventory - book value);

9.3.2.5. The total value of outstanding AAS commitments (open purchase orders) against this contract; and

9.3.2.6. The balance of uncommitted funds remaining in the contract.

9.3.3. Upon expiration of contract, the Contractor must provide a listing of outstanding purchase orders to the PA with a copy to the NDQAR. Only those purchase orders listed will be accepted for payment. This list of outstanding purchase orders is to identify the supplier, cost and estimated delivery date. The Contractor must deliver the listing to the PA within 30 days of contract expiry.

9.3.4. In the event that the responsibility of repairing and overhauling equipment has been transferred to another Contractor, the new Contractor must not procure AA spare parts until available stocks and usage data have been received from the former Contractor and have been taken into account.

10. MAINTENANCE SUPPORT – MINOR REPAIRS

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

10.2. Unless specifically identified within the contract, equipment Turn-Around-Time (TAT) to a serviceable state must be achieved in 90 Calendar days. TAT is defined as that period of time from "date of receipt to date item is reported serviceable".

10.3. Priority Repair Request (PRR)
10.3.1. A Priority Repair Request (PRR) is a direction to the contractor to repair an item on a priority basis. These requests originate from NDHQ/Supply Managers (SM) and are communicated to NDQAR by e-mail. The SM forwards the information to the contractor for action.

10.3.2. 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 at NDHQ and the consignee designated on the PRR format with a realistic Estimated Delivery Date (EDD).

10.3.3. Correspondence in response to PRRs is the contractor’s responsibility.

10.3.4. Unless otherwise specified in accordance with the contract, overtime may be authorized by applicable EPM through the NDQAR. However, overtime will not be authorized to clear any backlog resulting from unsatisfactory contractor performance.

10.3.5. On completion of repairs or overhaul, either NDQAR or the contractor will return repairable item. The contractor will then prepare the items for shipment to the consignee as instructed in the PRR. NDQAR/Contractor is to notify PA/SM and LCMM by email of shipping details.

11. SUPPLY SUPPORT/SUSTAINMENT SUPPORT

11.1. Transaction Documentation

11.1.1. The DND 2227 is the supply document used by all contractors when performing supply related transactions.

11.1.2. The Contractor's Document Control Group (DCG) facilities will file and retain auditable transaction documentations by applicable Storage location/account either by MMR or by Requisition Number:

11.2. Contractor Supply Accounting

11.2.1. Repairable Materiel Account (RMA)

11.2.1.1. When company is awarded a contract for the Repair or Overhaul of DND materiel, a Storage Location (SLOC) Repairable Materiel Account (RMA) code will be allocated to the Contractor and represented within the system by a three Alpha SLOC character format followed by a Number “1” i.e. “WAL1”. It will have a Serviceable and Non-Serviceable Storage Location (SLOC). All pre-authorized repairable materiel shipped to that contractor will be identified and documented for the associated RMA. This is known as “selected” material.

11.2.1.2. In many circumstances a contractor will need spare parts from DND. These
spare parts are either called Contract Issue Spares (CIS), GFOS or AAS and the contract will specify what spares will be used. To account for the CIS, the contractor will be allocated a Contractor Repair Parts Account (CRPA).

11.2.2. CRPA/CIS (Contract Issued Spares):

11.2.2.1. Contract Issued Spares are DND-owned materiel issued to Vendor/Contractors exclusively for use on the repair line in support of DND equipment. DND must authorize vendors to use or request CIS when Spare Parts are catalogued, and managed in DRMIS using a CRPA account.

11.2.2.2. CIS is also catalogued salvaged parts from R&O activities.

11.2.2.3. Prior to approval of the CIS being issued to a contractor the Procurement Authority must ensure:

11.2.2.3.1. Initial Max and Min levels are to set by DQA R&O (where applicable) on authority of the PA for MMR’s held on a CRPA. Subsequent amendments to levels will be actioned by NDQAR/Contractor upon PA approval;

11.2.2.3.2. DND stocked inventory is to be used prior to contractors procuring commercially. There are exceptions to this rule and the procurement authority has to authorize this procurement and justify why DND stocked inventory is not being used first. For instance, there may be spares reserved for other operations and may not be available to use as CIS or it may be more economical for DND to allow commercial procurement.

11.2.3. CFM (Contract furnished material):

11.2.3.1. DND is prepared to accept the schedule risk consequential to the late delivery of CIS from DND supporting facilities. Deviations to the foregoing may be acceptable in the following circumstances and if authorized by the contract authority:

- Urgent operational requirements may justify the use DND inventory even though the spare part would normally be obtained by the contractor through other means.
- Safety considerations may require the use of DND inventory.

11.2.4. CIS Materiel Received Off Contract/Procurement

11.2.4.1. Receipts of CIS material from a purchase order that was generated by normal spare parts demands or pushed by the Supply Managers directly to the vendors will be performed by the vendor with DRMIS access or supporting NDQAR.

11.2.5. Shortage of Contract Issue Spares
11.2.5.1. When DRMIS cannot satisfy a requisition for a consumable (C) MMR CIS, and the lack of this spare has a negative impact on the repair line, the PA may exceptionally authorize the spare to be procured using AAS funding, if available. Sufficient quantities may be procured to satisfy the contractor’s requirement up to the time when DRMIS may again satisfy the requisition(s). Items obtained through AAS funding will be treated as normal AAS. The consumption of the spares obtained through AAS funding must be documented. In the event that a surplus was purchased because of economic order quantities, the remaining stock will be immediately converted to CIS and brought on charge using the un-forecasted receipt process, cross referencing the original purchase order used to procure the items.

11.2.6. Government Furnished Overhaul Spares (GFOS)

11.2.6.1. Government Furnished Overhaul Spares (GFOS) are non-catalogued spare parts that are salvaged by the vendor/contractor, on PA/NDQAR authority, from DND materiel undergoing repair, overhaul, re-life or modification. GFOS will be accounted for by the contractor electronically or a manual stock record system.

11.2.6.2. GFOS received from external sources and initially entering the system are to be brought on charge by the contractor with a stock adjustment using the CRPA Serviceable Storage Location.

11.2.6.3. The contractor is responsible for accounting of the GFOS to the repair operation, maintaining custody of the item and disposing of the item. The Technical authority is responsible to provide all disposal instructions.

11.2.6.4. The contractor establishes a price for the GFOS item. Price will reflect as laid down price in the contract or book value. The Procurement Authority is the final authority on the pricing.

11.2.6.5. If a GFOS item needs to be repaired so it can be utilized in the repair of a main catalogued item (repairable), a work order will be opened against the main catalogued item, and all catalogued components will be issued into this work order thus ensuring the cost of the GFOS repair will be charged against the repair of the main catalogued item.

11.2.6.6. The contractor is responsible for maintaining stock records for both repairable and serviceable GFOS. The contractor will not establish the reprovisioning levels. GFOS stock will be reduced to the lowest level possible.

11.2.6.7. There is a continuing need to guard against the build-up of catalogued materiel in GFOS inventory. The contractor will establish and maintain a stock control (inventory control) section for GFOS.

11.2.6.8. All catalogued MMRs found in GFOS stores, which then becomes CIS must be
brought on charge to the CRPA.

11.2.6.9. It is possible to have the same line items in both GFOS and AAS stores so the contractor will ensure that serviceable GFOS are used first and the records are cross referenced.

11.2.6.10. The contractor will determine which items of GFOS are no longer fit for use by DND. Examples of such material are:

- Batch considered contaminated;
- Items rendered unusable because of corrosion attributable to factors beyond the control of the contractor or Complete inability to establish serviceability at a viable cost, etc.;
- Or items that fail to meet the quality assurance standards;
- Material unfit for use because of unserviceable conditions; and
- Shelf life expired.

11.2.6.11. For these items listed above the contractor must remove these items from stock.

11.2.7. Accountable Advance Spares-AAS

11.2.7.1. AAS are spares purchased by the Vendor/contractor using DND funds, in order to support DND equipment on the repair line. The authority to purchase AAS is granted through a contract that outlines maximum cash levels and the circumstances under which AAS may be purchased.

11.2.7.2. The purpose of the AAS is to ensure the repair of DND materiel is not jeopardized by a lack of spare parts.

11.2.7.3. The circumstances under which AAS may be purchased are:

- One time procurement;
- Only to be used to repair something that is on the repair line; and
- An un-forecasted part that is not available from DND, due to a lead time over 12 months or is not stocked in DND, is required in order to meet the repair turnaround time as stated in the contract.

11.2.7.4. The contractor is responsible for accounting of the AAS to the repair operation, maintaining custody of the item and disposing of the item.

11.2.7.5. The Contractor must order AA spare parts only during the period covered by this contract. The Contractor must be responsible for establishing provisioning of AAS based on, but not limited to:

- repair forecasts;
- estimated and actual consumption;
Instructions for Repair and Overhaul

- the manufacturer's list of recommended spares;
- the supplier's lead time; and
- Economic order quantities.

11.2.7.6. DND will neither pay costs nor embodiment fees for AAS which are obsolete or surplus as a result of inadequate contractor materiel management (i.e., AAS purchased in excess of requirements, AAS purchased which do not meet the limitations of the contract, etc.)

11.2.7.7. AAS transferred between repair facilities on the approval of EPM will be brought on charge (if catalogued) or reported on the GFOS inventory list (if not catalogued) There is a continuing need to guard against the build-up of catalogued materiel in AAS inventory. The contractor will establish and maintain a stock control (inventory control) section for AAS.

11.2.7.8. All catalogued spares, MMRs found in AAS stores except those spares procured as per 11.2.4, must be brought on CRPA warehouse charge with a stock adjustment. The contractor must provide the NDQAR with the full details on why a MMR (SC) spare was held in AAS stores.

11.3. Management of DND-Owned Spares

11.3.1. Spares must be used in the following order or as specified in the contract:

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

11.4. Spares Review

11.4.1. 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 to determine if holdings of any particular item:

- Exceed the economic stock retention level. The level is normally equal to an estimated four (4) months stock;
- have become surplus to requirements as a result of a modification, disposal, obsolescent or transfer of the major equipment;
- Are no longer fit for use in the R&O of DND equipment;
- If AAS/GFOS is catalogued then transfer to CIS.

11.4.2. The contractor is responsible for accounting of the spares to the repair operation, maintaining custody of the item and disposing of the item.

11.4.3. The Contractor must ensure that there is a continuing safeguard against the build-up of
AAS inventory, in accordance with 11.2.7, to determine if stock holdings include any item which:

- has become surplus to requirement;
- has become redundant because of modification, change notice, product improvement etc.;
- is held in excess of usage requirements; or
- is a catalogued item which should have been transferred to CIS.

11.5. Loans/GFI/GFE:

11.5.1. The vendor will submit to the PA all requests for GFE/GFI. After careful review of the Loan Agreement form, the PA, in consultation with the Life Cycle Materiel Manager (LCMM), will determine if the loan is supported or not, based on the criteria listed below.

11.5.2. DND will loan GFE/GFI to a vendor only when it is considered to be in the interest of DND to do so, under the conditions that:

- The equipment is available and loaning it will not jeopardize DND operations; and
- Loaned equipment may be recalled at any time that DND requires it without penalty.

11.5.3. Contract must have GFE/GFI Clause. (Government Property Clause accepted also.) If not, amendment must be done prior to any loans related transactions are completed. Loan Agreement must be signed prior to any loans related transactions are completed. Some delays may occur and are to be expected.

11.5.4. The PA is responsible to assist Vendors with their application and to maintain a record of loans for each applicable Vendor:

- No stock movement (Issues & Returns) to be done without going through the PA and DQA Loans first;
- Vendors must not submit requests directly to DQA Loans; they must go through PA every time;
- Vendors are not allowed to process any loans transactions. Except Goods Receipts when they have access.

11.5.5. Vendor responsibilities:

- Account for DND supplied equipment;
- Hold equipment in a secure area; and
- Carry out 100% stocktaking at least every two years; or
- More often on the items that require more control (3 or 6 months); or
- On closing down of the activity; or
- On termination of the applicable Contract(s); or
Any event or series of events, which, in the opinion of DND, warrants such action.

11.5.6. When the loaned materiel is no longer required or upon termination of the loan, the Vendor will:

- Arrange for the return of the equipment to DND through the PA, in writing, in accordance with the terms and conditions stipulated in the contract and/or the loan agreement; and
- Provide a copy of the advice to the NDQAR. The advice must include:
  - Description of the items;
  - Identification number/Stock Code; and
  - Condition/Serviceability of the item.

11.5.7. Check the equipment for condition and quantity, and prepare it for return accompanied with a CF 942 (with the help of the NDQAR, if necessary);

11.5.8. If the loan is NOT supported, the PA must inform the vendor and provide justification.

DND will NOT normally loan equipment to a vendor if it:

- Would seriously disrupt military training and operations;
- Could be subject to misuse or depreciation;
- Necessitates unwarranted expenditure of defence funds such as but not limited to cost associated to transportation, materiel handling, packaging, etc.;
- Is reasonably available from commercial sources or other facilities; or
- Creates an unfair advantage for any Vendor.

11.6. Stocktaking

11.6.1. The procurement authority 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, CRPAs(CIS), GFOS, AAS and Loan Accounts as a minimum once every two years. The PA will be responsible to monitor all stocktaking activity for in and out of country RMAs working with NDQAR for in country RMAs and OCRS in both depots for out of country RMAs.

11.6.2. In the event of discrepancies between the DRMIS and the Contractor’s records, DRMIS is the source record.

11.6.3. The stocktaking process consists of:

- Verifying stock integrity. This is measured by comparing DND Owned material held under the Contractor’s responsibility with all records and documentation;
- Adjusting the associated records or documents according to the materiel held;
- Investigating discrepancies; and, if required,
- Action write-off reports in conjunction with Loans and NDQAR/OCRS sections.
11.6.4. The Contractor is responsible for:

- Any discrepancies in stockholdings versus stock records;
- Initiating and completing stocktaking IAW the stocktaking plan;
- Note: Some repairable items, because of their material types will require stocktaking on a more frequent basis.
- Adjusting stock records, through the NDQAR, ensuring that the quantity on stock records is reconciled with the quantity on hand;
- Investigating discrepancies as requested by NDQAR;
- Conducting adhoc stocktaking upon DND’s request;
- Verifying serial numbers; and
- Holding all transactions from the cut-off date until completion of the stocktaking. Local co-ordination will be required to ensure which transactions were not processed by the cut-off date because of mail delays, machine downtime, etc. in order for them to include these transactions when doing the stocktaking and reconciliation.

11.6.5. Adhoc Stocktaking

11.6.5.1. The Contractor will initiate an adhoc stocktaking no later than 48 hours after a discrepancy is found or reported, or is suspected either for a single or a range of MMRs or part numbers. The Contractor will investigate discrepancies identified by the NDQAR or the Out-of-Country Repair Section (OCRS), and if such discrepancies are not resolved, submit a supply document to adjust the Contractor’s DRMIS records. DND will determine the action to be taken to either report surpluses or deficiencies using a write-off report, or request reimbursement from the Contractor for shortages, depending on the circumstances.

11.6.5.2. In instances where the stocktaking indicates that the Contractor’s inventory management system is inadequate, DND will request that improvements be implemented. Failure to rectify these problems over a period of time may result in cancellation of the contract with cause.

11.6.5.3. The contract authority will receive all DND requests for financial recovery or other action against the Contractor.

11.6.6. Stocktaking Plan

11.6.6.1. No later than 2 months after contract award and every year thereafter, on or before the first of March, the Contractor will be responsible to prepare and submit to the PA and the NDQAR/OCRS, a two-year stocktaking plan. The stocktaking plan will provide information on the Contractor’s planned stocktaking schedule for the next two year period, calculated from the time responsibility of DND Owned material has been assumed. The Contractor will ensure that 100% of the DND Owned material is planned to undergo
stocktaking at least one time during this two year period or more frequently.

11.6.6.2. The Contractor will distribute a copy of the Stocktaking Plan to the Procurement Authority and the NDQAR/OCRS for review and concurrence. The Contractor will not initiate any 100% stocktaking unless PA approval has been given. Once the approval has been given NDQAR/OCRS will provide further directions on using the applicable reports to provide visibility of material into Work Orders.

11.6.6.3. Changes to the stocktaking plan must be submitted to the PA, through the NDQAR/OCRS, for approval.

11.6.7. Scheduled Stocktaking Notice

11.6.7.1. Two weeks prior to the planned stocktaking start date, the Contractor will send a Stocktaking Notice to the NDQAR/OCRS, advising of the scheduled stocktaking. The Stocktaking Notice will also direct the NDQAR/OCRS to produce Count Sheets for the materiel maintained and held in the (serviceable and unserviceable storage locations) for the RMA, CRPA and, Loan storage location.

11.6.7.2. The Stocktaking Notice submitted to the NDQAR/OCRS will include the following:

- Storage location (Serviceable or unserviceable);
- Date the first stock count will be completed; and
- Range of MMRs to be counted.

11.6.7.3. If the materiel is not on charge (GFOS or AAS) in DRMIS the Contractor will also include the following details with the Stocktaking Notice:

- Date information extracted;
- Account Type (GFOS, AAS, Loans);
- MMR;
- Part Number;
- Description;
- Unit of Issue;
- Unit Price;
- Qty. (held in contractor accounting system);
- Inventory Category Code;
- Location; and
- Serial Number if directed by NDQAR/OCRS.

11.6.7.4. Stock movements and stock transactions that could affect computer or manual record balances will be stopped or reduced to the minimum from the time the count sheets are produced by DRMIS until the count sheets are populated and confirmed; or any other system used by the Contractor to manage its inventory. If
during the stocktaking, stock transactions that affect computer or manual record balances cannot be stopped, the Contractor is required to keep track of all transactions on a separate register.

11.6.8. Count Sheets

11.6.8.1. One day prior to the start date reported on the Stocktaking Notice the Contractor will receive count sheets from the NDQAR/OCRS for inventory recorded in DRMIS.

11.6.8.2. For GFOS and AAS (inventory not recorded in DRMIS) the Contractor will produce count sheets using their own system. The Contractor will provide a copy of the count sheets to the NDQAR/OCRS. The count sheets will, as a minimum, contain the following:

- MMR or/and Part Number;
- Description;
- Stock location;
- Condition / Status recorded; and
- Qty. counted (to be filled-out on materiel count).

11.6.9. Stock Count

11.6.9.1. The Contractor will proceed to carry out the first stock count of all materiel and report quantity on first count sheets within fifteen days. Materiel found not listed on the count sheets will be identified and reported on a separate count sheet.

11.6.9.2. The Contractor will submit a copy of each completed first stock count sheets to NDQAR/OCRS.

11.6.10. Report and Resolve Stocktaking Discrepancies

11.6.10.1. For inventory recorded in DRMIS: The NDQAR/OCRS is responsible to process DRMIS transactions that must confirm all the counts, in accordance with the count sheets. For discrepancies, the NDQAR/OCRS must submit to the Contractor a list of all MMRs and identify the materiel requiring a second count. If necessary, this process can be repeated for a third count which is physically performed by NDQAR/OCRS at the contractor’s location(s).

11.6.10.2. Third Count Investigations: For in country contractors the investigation may include an onsite visit from the supporting NDQAR to review supply related contractor records and carry out physical stock checks. This may be carried out by the PA or a delegated DND representative for out of country contractors.

11.6.10.3. For inventory not recorded in DRMIS: The Contractor will compare the count results with the actual quantities recorded in the Contractor’s local system,
immediately adjust their records and forward to the NDQAR/OCRS on a Stock Discrepancy Report. The NDQAR/OCRS will notify the latter to proceed in identifying the materiel that will require a second count.

11.6.10.4. The Contractor is responsible to:

- Provide an explanation/justification for each discrepancy;
- List referenced documents, referenced computer transactions, corrective actions taken and, where possible, the reasons for surpluses or deficiencies;
- Adjust, when possible, computer balances or inventory control cards when the discrepancy is the result of an error that can be corrected locally; and
- Prepare a Supply Document when a stock balance will require adjustment for approval by the NDQAR/OCRS.

11.6.10.5. Once all investigations have been completed for each discrepancy found at the first count, the Contractor will submit to the NDQAR/OCRS, a Stocktaking Investigation Report within one month. The report must contain the following information:

- Inventory materiel type;
- MMR / Part Number;
- Description;
- Unit price (Use average price method for AAS);
- Stock balance before stocktaking (First Count);
- Stock quantity counted (First Count);
- Stock Quantity Adjusted;
- Stock balance after adjustment;
- Stock balance before (Second count);
- Stock counted (Second count);
- Stock quantity adjusted (if required); and
- Corrective actions, reference transaction and justification.

11.6.10.6. Prices for deficiencies and surpluses must be entered and extended. Netting is not authorized.

11.6.10.7. The Contractor will prepare a Stocktaking Summary Report for each account type.

11.6.10.8. NDQAR on behalf of the contractor will submit the original copy of the reports to the R&O Support cell for vetting prior to R&O Support cell forwarding to PA.

11.6.11. AAS and GFOS Stocktaking

11.6.11.1. Contractors and their subcontractors will use the following procedures for AAS and GFOS stocktaking:
• Post all transactions to the Inventory Control Card (Non-Catalogued) (ICC) prior to stocktaking.
• List the part number and description of each line item on the count sheets normally used. The quantity on the ICCs will not be transcribed to the count sheet at this time;
• Ensure issues from stock are not discontinued unless it is essential to do so;
• Quarantine all receipts of spares and suspend posting action for a maximum period of four working days from the time of receipt;
• Conduct a physical count and show the quantity counted in one column of the count sheets. The person counting the stock will add to the list items found in stock for which there is no entry on the count sheets;
• Enter the quantity on the ICC’s the appropriate column of the count sheets after the physical count takes place;
• Check for issues, receipts, etc., when quantities do not agree. Re-count the items if quantities still do not agree;
• Compare the quantity shown as “actual count” and the quantity on stock records and the discrepancies indicated;
• Forward the discrepancies and any adjusting vouchers to the NDQAR/OCRS under a covering letter;
• Identify surplus and obsolete items for disposal, in accordance with the contract; and
• Ensure that items with a MMR are identified for transfer to the CRPA warehouse.

11.6.12. Write Off Report

11.6.12.1. For in country contracts, NDQAR on behalf of the contractor will perform all adjustment transactions, then raise and submit the reports to the R&O Support cell for vetting and furtherance. The NDQAR will include a covering letter with their submission.

11.7. Selection Notice Observation Message (SNOM)

11.7.1. The SNOM is used by contractors to report any observation for:

• MRC exceeded;
• Forecast exceeded /suspended;
• Item under repair found Beyond Economical Repair (BER); and
• MMRs received at the repair Contractor that is not authorized for repair:
  - not selected;
  - without an RMR; or
  - Without a tasking authorization.
11.7.2. In-country contractors submit their observations to the appropriate supply manager; out-of-country contractors submit their observations to the PA, who will pass it to the appropriate SM for action.

11.7.3. It is understood that a SNOM can be an email with all the pertinent information enclosed.

11.8. Embodiment Fees

11.8.1. Embodiment fees or material handling fees for AA spares will be negotiated and will be paid/charged against the specific R&O work.

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

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

11.9. Loss or Damage to DND Materiel

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

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

11.10. Scrap – Custody and Disposal

11.10.1. Contractors are responsible to the local NDQAR for the safeguard, control and disposal of scrap and waste materiel generated by or resulting from their operation of PSPC contracts. The contractors are also responsible for all subcontractors or suppliers whose operations will result in scrap and/or waste materiel.

11.10.2. Authority to Sell Contractors, sub-contractors and suppliers are authorized by GC Surplus to sell scrap or waste materiel and credit the proceeds to the contract(s) or to overhead in accordance with specific or general instructions issued by PSPC. A report is to be completed monthly and submitted to the local NDQAR warehouse account. Copy is to be retained on the PA’s file for PSPC audit purposes.

11.10.3. Whole or partial components, assemblies, castings or forgings which may become surplus due to overrun, design or specification changes or rejection on inspection are to
be reported to the PSPC Directorate concerned.

11.10.4. Scrap and Waste Materiel resulting from overhaul and repair contracts covering reconditioning, refitting, modification, change of design or specification or reduction to spares of miscellaneous equipment and certified as “Scrap” by a DND Technical Representative or a Technical Inspector of the Contractor approved by DND will be disposed of by the contractor as noted above.

11.10.5. Major items or equipment such as airframe components, engines, boats, tools, jigs, fixtures, etc. are not subject to this procedure.

11.11. Packaging

11.11.1. The contract will provide the Contractors with specific packaging instruction, which include:
  • Method of packaging;
  • Level of packaging detailed and the use of Reusable Container; and
  • Quality assurance.

11.11.2. Unless specified in the contracts each item will be packed individually and marking will apply for each individual pack as well as for intermediate container.

11.12. Reusable Container

11.12.1. Methods of testing and quality assurance provisions will be specified in the contract. Marking will be in accordance with the following markings are to apply to all individual Pack and intermediate container:
  • Contract Number;
  • DND Work Order (for individual Pack only);
  • DND Purchase Order;
  • MMR/Stock Code;
  • Description;
  • Manufacturer’s Part number;
  • Unit of measure and Qty. per pack or per intermediate containers;
  • Serial Number(s);
  • EMR (if applicable);
  • Repair or Overhaul date;
  • Method and Level of protection;
  • Reusable container (If applicable);
  • Dangerous good Marking (if applicable);
  • Special marking for Nature of item (If applicable); and
  • Handling and Special Shipping instruction (If applicable).

11.12.2. Individual Reusable containers will be used and provided as per directed in this
contract. The contractor may be required to inspect, repair or repaint reusable container.

11.12.3. Before application of required markings on reusable container, all non-applicable markings will be removed.

11.13. **Transportation**

11.13.1. If contractors are required to return equipment back to DND, they must follow the terms and conditions of the contract in place. When it comes to transportation of R&O from the contractor, two terms are used in the contract to establish responsibilities. Uniform Commercial Codes (UCC) Free on Board (FOB) Plant or Incoterms 2000/2010 Free Carrier (FCA, insert named place of delivery). In either case, the contractor must contact the appropriate Inbound Logistics (IL) (ILEA Germany, ILUK England, ILQA Montreal, ILAA Halifax, ILCA Toronto and ILHQ Ottawa) for transportation and customs clearance as required. The contract will be very specific as to which IL the contractor must contact by the insertion of clause.

11.13.2. **Shipment Identification**

11.13.2.1. The contractor is responsible for the preparation of the shipment, while the appropriate IL is responsible for the preparation of the shipping documentation:

- Consignment Authorization and Receipt Form (CARF)
- Waybill Straight Bill of Lading (WSBL); and
- Shipping Label

11.13.2.2. The completed documentation will then be forwarded to the Contractor. A copy of the CARF and WSBL will be given to the carrier and a copy of the label will be attached to the item being shipped.

11.13.3. **Mode of Shipment**

11.13.3.1. When the contract stipulates FOB Point or FCA, the contractor must call or email the proper IL with all the information pertaining to the shipment for direction on the carrier to be used. At no time is the contractor to select or change the carrier stipulated on the WSBL provided by the Transportation Agent (TA).

11.13.4. **Loss or Damage in Transit**

11.13.4.1. Depending on the type of contract being used Duty Delivery Paid (DDP) or used Duty Delivery Unpaid (DDU), the contractor is responsible for all shipping related activities including claims procedures for loss or damages.

11.13.4.2. If the contract is FCA, then the DND is responsible for all shipping related activities including claims procedures for loss or damages.
11.13.4.3. When DND materiel is lost or damaged in transit, the responsibility for tracing action is determined as follows:

11.13.4.3.1. For partial loss or damage, the Destination Transportation Agent (DTA), or the consignee when applicable, is responsible for requesting the carrier (commercial or DND) to take tracing action and advise on the findings; or

11.13.4.3.2. For a total loss, the Origin Transportation Agent (OTA), or consignor when applicable, is responsible for requesting the carrier (commercial or DND) to take tracing action and advise on the findings.

11.13.5. General Claims Procedures

11.13.5.1. All shipments must be checked carefully for discrepancies against the shipping documents both at the time of shipment and on receipt.

11.13.5.2. Claims and tracing action for loss or damage must be made against the carrier without delay. Claims must be processed in a manner that will support any legal action thought necessary by NDHQ /D Law/C. The TA must undertake an investigation with the responsible carrier(s) in all cases of in transit loss or damage of DND materiel.

11.13.5.3. The consignor, or the consignee when applicable, is responsible for:

- investigating the discrepancy through the supply system;
- evaluating and pricing the loss or damage in accordance with supply instructions and providing the appropriate TA with the correct documentation; and
- Finalizing the discrepancy.

11.13.5.4. The DTA, or OTA when applicable, is responsible for:

- notifying the carrier of loss or damage;
- initiating tracing action;
- investigating the loss or damage with the carrier; and
- Initiating the claim against the carrier.

11.13.5.5. The appropriate comptroller/accounting officer is responsible for:

- local recovery from carriers for loss or damage; and
- Referral of unsettled claims to NDHQ in accordance with financial instructions.

11.13.5.6. Responsibilities concerning loss or damage MUST be assumed by the consignor or consignee as applicable for DND shipments where an OTA or DTA has not
been involved.

11.13.6. Documentation and Records: Contractors are required to maintain records of all shipments. A Transportation Control Number (TCN) located on the CARF and WSBL will be issued for each shipment by the appropriate IL.

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

12. WARRANTY CONSIDERATION

12.1. This part establishes the procedures to be followed by a contractor upon receipt of equipment or materiel returned by DND for warranty consideration as a result of being repaired. If equipment or materiel is returned in error to the wrong contractor, the contractor will quarantine the equipment or materiel and advise DND by message giving all pertinent data (through the NDQAR/PA).

12.2. Normally, equipment or materiel returned by DND for warranty consideration is forwarded in an unserviceable condition as a result of an Unsatisfactory Condition Report (UCR) or a Pre-Installation Failure (PIF). Equipment returned need not be the result of a UCR or PIF. However, some form of unserviceable report, i.e., message/letter must accompany the equipment. If a report is not received, the contractor will quarantine the equipment and hasten the consignee for the report. If no response is received within five days, the contractor will request guidance from the NDQAR/PA.

12.3. The intent in returning equipment or materiel for warranty consideration is to have the item(s) repaired at no cost to DND or to seek a method of correcting a fault that could cause failure to similar equipment or materiel.

12.4. As warranty problems will differ with each contractor and with each category or type of equipment or materiel, the Warranty Review Board (WRB) will have to become entirely familiar with the various contractual obligations covering the type of equipment or materiel involved. Regarding equipment that was repaired, overhauled or modified by the contractor, the following terms will apply:

12.4.1. Warranty of twelve months will apply to all equipment or materiel in accordance with applicable General Conditions of the contract, unless otherwise stated in the terms of the contract;

12.4.2. If the failure occurs after the warranty period has elapsed from the date of acceptance of said equipment or materiel by DND, normal repair or overhaul procedures will apply. This provision applies regardless of whether the materiel has been in stock or has been in use during the specified time limits of the warranty, unless the warranty specifies other
standards, i.e., 12 months from installation.

12.5. Warranty Review Board

12.5.1. Each time an item is received by the contractor for warranty consideration and there is a dispute as to responsibility, a WRB will be established and will consist of at least the following:

- Applicable NDQAR/PA;
- Contractor’s quality control manager or delegated representative; and
- Contractor’s project manager for R&O contracts or delegated representative.

12.6. Liability

12.6.1. Determination of the financial responsibility or liability is a function of the WRB as follows:

12.6.1.1. The contractor accepts full responsibility for costs to repair or overhaul under the warranty provision of the contract; or

12.6.1.2. DND accepts full responsibility for all costs to repair or overhaul; or

12.6.1.3. The contractor and DND agree to share responsibility for the costs to repair or overhaul the unserviceable equipment or materiel.

12.6.2. When the WRB cannot agree, the repair or overhaul is not to be delayed. The contractor will be requested to carry out the necessary work and costs that are to be segregated and charged to a suspense account by arrangement with the contract authority. Such costs can be properly identified, and to ensure that they are not improperly claimed by the contractor pending determination of the liability. The contractor is to consult with the contract authority, and the NDQAR will refer the matter to Technical Authorities and include pertinent data and recommendations.

12.7. Accounting

12.7.1. Upon receipt of equipment or materiel for warranty consideration, the contractor is to raise a work order containing the usual information and the following:

- The serial number of the item; and
- The following clause stamped or typed on all copies of the work order.

12.7.2. This item must be inspected and dismantled to determine the liability for repair under warranty. Pending a decision regarding liability from the WRB, all costs must be segregated into a suspense account in accordance with arrangements approved by the contract authority. If the contractor accepts responsibility under the warranty provisions of the contract, the work order is to be annotated ‘Costs recovered under the warranty
provisions applicable to contract serial number.

12.7.3. When the contractor accepts full responsibility for costs to repair or overhaul under the warranty provision of the contract, the work order should be annotated accordingly.

12.7.4. If the WRB decides that DND will bear all repair or overhaul costs, the original work order is to be amended by the contractor and submitted to the PA for approval through their supporting NDQAR. The work order will include the contract serial number against which costs will be charged; and a description of the work to be undertaken.

12.7.5. If the WRB decides that repair or overhaul is to be carried out on a cost-sharing basis, the original work order will be amended by the contractor and submitted to the PA for approval through their supporting NDQAR. The amended work order will include the following information:

- Contract serial number against which costs will be charged;
- A description of the work to be undertaken;
- The cost-sharing arrangements; and
- The following phrase “after investigation, partial costs as determined by the contracting officer and the contractor”.

12.7.6. If the WRB cannot agree on financial liability, the original work order will be amended by the contractor and submitted to the PA for approval through their supporting NDQAR. In this case only, the following statement is to be annotated on the amended work order: “DND and the contractor cannot agree on the warranty liability. Work is not to be delayed pending final decision.”

12.7.7. Costs of repair or overhaul will be paid by DND and subject to negotiations between the contractor and the Crown.

12.7.8. The contractor will maintain a record of each warranty consideration.

13. CONTRACTOR USE OF DND EQUIPMENT/PUBLICATIONS

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

14. PUBLICATIONS

14.1. General

14.1.1. 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.

14.1.2. Unless otherwise specified, publications may be copied or have extracts taken from them. As these copies/extracts are not subject to follow-up amendment action, they are not valid for use as a reference document and must be stamped "FOR INFORMATION ONLY". Contractors must ensure that any classified documents are provided with the appropriate security.

14.1.3. The Contractor must respond to any request for "verification of publication holdings" which may be requested periodically by DND. DND will, upon request from the contractor, supply the necessary forms and certain stationery. However, because of the limited use of certain forms, it is neither practical nor economical to provision for and stock all forms. Therefore, where appropriate, forms are to be reproduced locally by the contractors.

14.1.4. Publications and forms provided to contractors will be issued, without charge, by DND.

14.2. Availability of Publications

14.2.1. Upon the selection of work, the contractor will provide the PA with a list of all DND publications obtained from the contract authority prior to signing the contract. The contractor must request assistance from the PA in determining additional requirements in the CFSS Procedures (based upon current holdings and contract requirements), DND specifications, pamphlets, technical orders, drawings, etc. The contractor will request the required publications from the PA. It is customary, on transfer of work from one contractor to another, to include the pertinent publications as part of and DND-owned materiel or equipment being transferred. Transfer of responsibility for the control of the publications may also be required at that time.

14.2.2. The factors to be considered in preparing a list of required publications are:

- Estimated use;
- Plant location;
- Possibility of sharing publications;
- Possibility of obtaining information via telephone from a central data or information center;
- Possibility of satisfying requirements by limited distribution only.

14.2.3. The contractor will request publications in writing from the PA, and once the request is approved, will raise a Supply Document DND 2227. Contractors will acknowledge receipt of publications by signing the accompanying documents.

14.3. Disposal of Publications

14.3.1. When a publication is no longer needed, the contractor will request disposal
instructions from the PA and take action as directed. In cases where the publication is returned to stock or transferred to another user, the contractor is to ensure that all the amendments are included or that a deficiency listing (and explanations) accompanies the publication(s).

14.3.2. Forms that have been superseded or cancelled and DND have ordered destroyed, are to be disposed of by the contractor. No certification is necessary and, since the forms are not on charge, there is no requirement to raise disposal vouchers.

14.3.3. Unused current forms and stationery considered surplus to requirements are to be returned to the issuing agency.

14.3.4. DND office supplies such as DND stamps, seals, labels, markings, etc. If they are surplus to requirements, they are to be returned to the issuing agency.

15. **OFFICE SERVICES**

15.1. 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.

16. **PLANT SHUTDOWN/VACATION PERIOD**

16.1. 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). If contractor personnel are not on site during shutdown, a list of names and home phone numbers of those Contractor personnel to be contacted during plant closure must be provided to the NDQAR. It is the Contractor's responsibility to ensure that personnel are available to satisfy PRR requirements once identified.

17. **REPORTS/QUERIES**

17.1. **Material Management Reports**

17.1.1. The following reports are available from the supporting NDQAR:

17.1.1.1. **Material sent to R&O Contractor:** This report will show all work orders that have been actioned against a MMR against Plant/SLOC;

17.1.1.2. **SNAPS:** This report shows all MMRs authorized for repair within a Plant/SLOC with reference to a specific contract;

17.1.1.3. **ZEMM_R0_MANAGED: List of Materials-Material R&O / Forecast:** When a repairable MMR is selected in ZEMM_R0_Managed, the repair procedure will allow the unserviceable materiel to be shipped without delay to the selected repair
The repair procedure applies to all MMRs selected to 3rd line contractors or DND facilities and 2nd line Regional Maintenance Facilities (RMF). When an item is selected for repair, the forecast arising report allows the facility to plan for the repair by acquiring spare parts, test equipment and skilled labour to be available to meet the work forecasted by DND;

17.1.1.4. **ZEIWBK Display Material Availability List**: This report has a view of all Work Orders opened against a MMR;

17.1.1.5. **MMBE: Stock Overview: Company Code/ Plant/ Storage Location/ Batch**: This is a query that can be used to view all Stock on hand;

17.1.1.6. **MM03: Display Material (Initial Screen)**: This query can be used to view all management data against a MMR; and

17.1.1.7. **ZSUP_STRIP**: Supply Strip Report: This query can be used to view all Stock on Hand for an entire MRP area.

### 17.2. Annual DND Owned Inventory Report

17.2.1. The contractor will be required to report annually to the PA on the value of all non-catalogued Accountable Advance Spares (AAS) and Government Furnished Overhaul Spares (GFOS) inventory held on March 31.
Supply Document
Document d'approvisionnement

Part - Partie A

Transaction type:
☐ Requisition
☐ Return
☐ Temporary issue
☐ Adjustment
☐ Transfer
☐ Service

Type de transaction :
☐ Demande
☐ Retour
☐ Distribution temporaire
☐ Rajustement
☐ Transfert
☐ Service

Plant
Division

SLoc
Magasin

Customer account
Compte client

Priority
Priorité

Date required
Date requise
(yyaa-mm-dd)

Return date
Date de retour
(yyaa-mm-dd)

Attachment - Ci-joint
DND 2228 page(s)

Cost Centre & expense element / Internal Order number / Funds Reservation
Centre des coûts & élément de dépense / Numéro d'ordre interne / Réservation de fonds

CC :
IO - OI :
FR - RF :

Originator request:
Auteur de la demande :

Name - Nom
Signature

Telephone - Téléphone
Date (yyaa-mm-dd)

Transfer between supply accounts - Transfert entre compte d'approvisionnement

Issuing account - Compte de distribution
Name - Nom
Signature

Date (yyaa-mm-dd)

Receiving account - Compte de réception
Name - Nom
Signature

Date (yyaa-mm-dd)

Special instructions / Substantiation / Additional information - Directives spéciales / Justification / Information supplémentaire

Certified pursuant to Section 32 of the Financial Administration Act (if required)
Certifié conforme à l'article 32 de la Loi sur l'administration financière (si nécessaire)

Name - Nom
Signature

Part - Partie B

Item - Article

Quantity
Quantité

UOI
U de distr

Stock no. / Part no.
N° de nomenclature / N° de pièce

Serial no.
N° de série

Equipment Check List no.
N° de la liste de vérification de l'équipement

Controlled goods
Marchandises contrôlées

☐ Yes
☐ Oui
☐ No
☐ Non

DMC:
CDM :

Description

Hazardous materiel
Matière dangereuse

☐ Yes
☐ Oui
☐ No
☐ Non

Substitute acceptable
Substitut acceptable

☐ Yes
☐ Oui
☐ No
☐ Non

Issued by (name) - Distribué par (nom)

Issued by (signature) - Distribué par (signature)

Date (yyaa-mm-dd)

Received by (name) - Reçu par (nom)

Received by (signature) - Reçu par (signature)

Date (yyaa-mm-dd)

Item - Article

Quantity
Quantité

UOI
U de distr

Stock no. / Part no.
N° de nomenclature / N° de pièce

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N° de série

Equipment Check List no.
N° de la liste de vérification de l'équipement

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☐ Yes
☐ Oui
☐ No
☐ Non

Substitute acceptable
Substitut acceptable

☐ Yes
☐ Oui
☐ No
☐ Non

Issued by (name) - Distribué par (nom)

Issued by (signature) - Distribué par (signature)

Date (yyaa-mm-dd)

Received by (name) - Reçu par (nom)

Received by (signature) - Reçu par (signature)

Date (yyaa-mm-dd)
## Description / Instruction

### Part - Partie A

<table>
<thead>
<tr>
<th>Description</th>
<th>Instruction</th>
</tr>
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<tbody>
<tr>
<td>Customer control no.</td>
<td>Allocated by the supply account custodian to track the document. Attribué par le titulaire du compte d’approvisionnement ou du représentant pour le suivi du document.</td>
</tr>
<tr>
<td>Transaction no.</td>
<td>Number generated by the materiel management system of record. Numéro généré par le système de données de gestion du matériel.</td>
</tr>
<tr>
<td>SLoc Magasin</td>
<td>Storage Location of stocking account or materiel in use account (S or P). Numéro du magasin du compte d’entreposage ou du compte de matériel en service (S ou P).</td>
</tr>
<tr>
<td>Priority</td>
<td>Materiel priority code (1,2,3). Code de priorité du matériel (1, 2, 3).</td>
</tr>
<tr>
<td>Attachment Ci-joint</td>
<td>DND 2228_____page(s) Extension of the DND 2227: Insert number of pages attached. Extension du DND 2227 : Inscrive le nombre de pages en pièce jointe.</td>
</tr>
<tr>
<td>Transfer between supply account Compte de distribution</td>
<td>These blocks are to be filled and signed by the supply account custodian or their representative. Ces blocs doivent être remplis et signés par le titulaire du compte d’approvisionnement ou de son représentant.</td>
</tr>
<tr>
<td>Receiving account Compte de réception</td>
<td>Plant and SLoc of the receiving account. Division et magasin du compte du destinataire.</td>
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### Part - Partie B

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>Item – Article</td>
<td>Number the items in sequential order. Numéroter les articles en ordre séquentiel.</td>
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<tr>
<td>UOI U de distr</td>
<td>Insert the Unit of Issue (UOI). Inscrire l’unité de distribution (U de distr).</td>
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<tr>
<td>DMC CDM</td>
<td>Insert the Demilitarization Code (DMC). Inscrire le code de démilitarisation (CDM).</td>
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<tr>
<td>Substitute acceptable</td>
<td>Any article in-lieu or substitute would be accepted. (Y/N). Un article de remplacement ou de substitution peut être accepté. (O/N).</td>
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<td>Description</td>
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