



## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Transport Canada

We hereby offer to sell to 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 : Transports Canada

Nous offrons par la présente de vendre au 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 indiqué(s).

### Comments - Commentaires

DART Components pertaining to Bell Helicopter series referred to as: 429, 412 and 407

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

By e-mail to: - Par courriel au :  
Leslie.siegman@TC.gc.ca

Attention: - Attention :  
[Mr.] Leslie Siegman

<b>Title - Sujet</b> Services for DART Components on Bell type Helicopters: repair, overhaul, exchange (civilian)	
<b>Solicitation No. N° de l'invitation</b> T8493-23-xxxx/B	<b>Date of Solicitation Date de l'invitation</b> 2023-08-10
<b>Destination</b> Transport Canada Aircraft Services Directorate Building T-58, MacDonald-Cartier Int'l 200 Comet Private Ottawa (ON) K1V 9B2 Canada	

### Solicitation Closes - L'invitation prend fin

At - à :  
2:00 PM - 14:00

On - le :  
September 1st, 2023

Time Zone - Fuseau Horaire :  
Eastern Daylight Time (EST)  
Heure avancée de l'Est (EST)

<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :</b>	
<b>Name - Nom</b>	<b>Title - Titre</b>
<b>Signature</b>	<b>Date</b>

## **PART 1 - INFORMATION AND INSTRUCTIONS**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

The requirement is detailed under Article 2.2 of the resulting contract clauses.

### **1.3 Standard Instructions, Clauses and Conditions**

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

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

The [2003](#) (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 02, Procurement Business Number incorporated by reference above is deleted in its entirety.

Section 05, Submission of bids

- subsection 2, paragraph d., is deleted in its entirety and replaced with the following: d. send its bid only to the Transport Canada location specified on page 1 of the bid solicitation;
- subsection 4, to delete "(...) 60 days", and replace with "(...) 120 days";

Section 06, Late bids, is deleted in its entirety and replaced with the following:

- For bids submitted electronically, the late bids will be deleted.

Sections 07 and 08 are deleted in their entirety

Section 20, Further information, subsection 2, is deleted in its entirety

#### **1.3.1 SACC Manual Clauses**

[A7035T \(2007-05-25\)](#) List of Proposed Subcontractors

[B3000T \(2006-06-16\)](#) Equivalent Products

### **1.4 Submission of Bids**

Bids must be submitted only Transport Canada by the date, time, and place indicated on page 1 of the bid solicitation.

### **1.4.1 Enquiries - Bid Solicitation**

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.

### **1.5 Transmission of Bids**

#### **1.5.1 E-mail**

Individual e-mails that may include certain scripts, formats, embedded macros, and/or links, or those that exceed 10 megabytes may be rejected by Canada's 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. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

#### **1.5.2 Connect**

Due to the nature of the bid solicitation, bids submitted through Canada Post Corporation's (CPC) Connect service will not be accepted.

#### **1.5.3 Facsimile**

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

### **1.6 Bid Preparation Instructions**

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

Section I: Technical Bid;  
Section II: Financial Bid;  
Section III: Certifications

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

It is recommended that all electronic documents be submitted using PDF file format.

#### **1.6.1 Substantial Information**

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed.

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 and describe their approach in a thorough, concise, and clear manner for carrying out the work.

Bidders must submit their financial bid in accordance with the Attachment 2 to Part 1 titled "Financial Bid".

### 1.6.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### 1.6.3 Electronic Payment of Invoices – Bid

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

If 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.

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

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

## 1.7 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 specified otherwise, 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 with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 1.7.1 Certifications Required with the Bid

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

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

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.

### 1.7.2 Certifications Precedent to Contract Award and Additional Information

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

provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

### 1.7.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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 [List of names for integrity verification form](#), to be given further consideration in the procurement process.

### 1.7.2.2 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.

#### 1.7.2.2.1 Definitions

For the purposes of this clause:

- (i) "Former public servant" is any former member of a department as defined in the [Financial Administration Act](http://laws-lois.justice.gc.ca/eng/acts/f-11/) (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), 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;
- (ii) "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; and
- (iii) "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.

### 1.7.2.2.2 Former Public Servant in Receipt of a Pension

- A. As per the above definitions, is the Bidder a FPS in receipt of a pension?
- ( ) Yes
- ( ) No
- B. If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:
- (i) Name of former public servant; and
- (ii) Date of termination of employment or retirement from the Public Service.
- C. 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](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) and the [Guidelines on the Proactive Disclosure of Contracts](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676&section=text) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676&section=text>).

### 1.7.2.2.3 Work Force Adjustment Directive

- A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?
- ( ) Yes
- ( ) No
- B. If so, the Bidder must provide the following information:
- (i) Name of former public servant;
- (ii) Conditions of the lump sum payment incentive;
- (iii) Date of termination of employment;
- (iv) Amount of lump sum payment;
- (v) Rate of pay on which lump sum payment is based;
- (vi) Period of lump sum payment including start date, end date and number of weeks; and
- (vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

### 1.7.2.3 Federal Contractors Program for Employment Equity - Bid Certification

- A. 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](https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html) website (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>).
- B. 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.
- C. 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](https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html)" (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>) list during the period of the Contract.
- D. The Bidder must provide the Contracting Authority with a completed attachment titled "Federal Contractors Program for Employment Equity - Certification" before contract award. See Attachment 1 to Part 1 for details. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 1.8 Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

### 1.8.1 Evaluation

All bids must be completed in full and provide all the information requested in the bid solicitation to enable full and complete evaluation.

#### 1.8.1.1 Technical Evaluation

The mandatory technical criteria are as follows. The Bidder must demonstrate that they are:

- A. an approved Repair and overhaul Facility for Dart Aerospace components, for the Bell type helicopters operated by Transport Canada; and
- B. a Transport Canada Approved Maintenance Organization (AMO) or Federal Aviation Administration (FAA) Approved Repair Station for Dart components installed on Bell type helicopters operated by Transport Canada.

In order to meet all aforementioned criteria, the Bidder must provide valid evidence with their Bid by submitting any of the following:

- a) License;
- b) Authorization;
- c) Certification; and/or
- d) Agreement.

## **1.8.2 Financial Evaluation**

### **1.8.2.1 Mandatory Financial Criteria**

Financial evaluation details are included in the Attachment 2 to Part 1 titled "Financial Bid".

Bidders are invited to fill in where their capability allows them to perform the Work. Financial bid must be based on firm all-inclusive fees and hourly rates where their capability resides (i.e. with respect to the fleet at concern per the requirement), as they must submit a full pricing schedule for both repair and overhaul, and advanced exchange.

Calculation is based on the addition of all rates from Year 1 and Year 2.

The Financial evaluation will take into account the Bidder's capability for all items at concern in the Attachment 2 to Part 1.

### **1.8.2.2 Evaluation of Price - Canadian / Foreign Bidders**

1. The price of the bid will be evaluated as follows:
  - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Canada requests that bidders provide prices EXW their shipping point and FCA their premises. Bids will be assessed on an EXW their shipping point basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

## **1.8.3 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **1.9 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.



### **1.10 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.

### **1.11 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## ATTACHMENT 1 TO PART 1

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

1. 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.
2. For further information on the Federal Contractors Program for Employment Equity visit the [Employment and Social Development Canada \(ESDC\) - Labour \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website.
3. Date: \_\_\_\_\_ (YYYY/MM/DD)  
(if left blank, the date will be deemed to be the bid solicitation closing date.)
4. Complete both A. and B.:
  - A. Check only one of the following:
    - ( ) A1. The Bidder certifies having no work force in Canada.
    - ( ) A2. The Bidder certifies being a public sector employer.
    - ( ) A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
    - ( ) A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
    - A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
    - ( ) A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
  - OR
  - ( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
  - ( ) B1. The Bidder is not a Joint Venture.
- OR
- ( ) B2. The Bidder is a Joint venture, and each member of the Joint Venture must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (refer to the Joint Venture section of the Standard Instructions).

**ATTACHMENT 2 TO PART 1**

**FINANCIAL BID**

IMPORTANT: please refer to 1.8.1.2.1 Mandatory Financial Criteria for the calculation procedure.

**1. In Scope**

<b>Bell Helicopters:</b>	429	412	407
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**1.1 Repair and Overhaul**

**1.1.1 All-Inclusive Hourly Rate**

<b>Firm all-inclusive hourly rate (\$)</b>			
<b>Year 1</b>	<b>Year 2</b>	<b>Option 1</b>	<b>Option 2</b>

**1.1.2 All-Inclusive Rate**

<b>Service to DART Component:</b>	<b>Part Number</b>	<b>Firm all-inclusive rate (\$)</b>			
		<b>Year 1</b>	<b>Year 2</b>	<b>Option 1</b>	<b>Option 2</b>
FWD Float LH	624.7802				
FWD Float RH	624.7803				
MID (with raft) LH	624.7904				
MID Float Pack, RH (with extension cable), Guard and Life raft Assembly	624.7909				
AFT Float LH	624.8002				
AFT Float RH	624.8003				
Float Reservoir	634.5001				
412 Life Raft Reservoir	648.7501				
Actuator Box	624.3101				

## **PART 2 - RESULTING CONTRACT CLAUSES**

### **2.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **2.2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

#### **2.2.1 Task Authorization** *[inherent details to be specified at Contract award]*

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

##### **2.2.1.1 Task Authorization Process**

- a. The Technical Authority will provide the Contracting Authority with a description of the task, so that the latter can draft the TA by using the TA form specified in the Annex titled "Task Authorization Form".
- b. The Contracting Authority will provide the Contractor with a description of the task using the TA form specified in the Annex titled "Task Authorization Form".
- c. The 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 method of payment as specified in the Contract.
- d. The Contractor must provide the Contracting Authority or the Technical Authority, within 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.
  - i. The Contractor must provide Canada with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances or promotions.
- e. The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **2.2.1.2 Task Authorization Limit**

The Technical Authority may authorize individual TAs up to a limit of \$**[amount to be inserted]**, Applicable Taxes included, inclusive of any revisions.

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

### 2.2.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

- A. In this clause:
- (i) "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
  - (ii) "Minimum Contract Value" means **[applicable percentage of the Maximum Contract Value to be inserted]**.
- B. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph C.. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- C. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- D. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### 2.2.2 Turnaround Time Management

All components listed in Annex A are subject to the turnaround times standards. If standard turnaround time exceeds the interval requirement the Contractor must contact the Technical Authority early at the Task Authorization stage.

The work must be accomplished by the date specified in the proposal. In the event the Contractor cannot complete the work by the date specified, the Contractor may request an extension, in writing to the Technical Authority. The request must indicate the motive for an extension and the expected date for the work to be completed. The Technical Authority reserves the right to authorize or decline the extension.

### 2.2.3 SACC Manual Clauses

Date	ID	Title
2010-01-11	B5007C	<a href="#">Procedures for Design Change or Additional Work</a>
2014-06-26	A9088C	<a href="#">Pre-Contractual Work</a>

## 2.3 Standard Clauses and Conditions

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

### 2.3.1 General Conditions

[2035](#) (2022-12-01) General conditions: Higher Complexity – Services apply to and form part of the Contract.

### 2.3.1.1 Usage Reports - Contracts with Task Authorizations

This is pursuant to General Conditions 2035 section 05 (Conduct of the Work), subsection 7.

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

#### 2.3.1.1.1 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:

- (i) For each authorized task:
  - a) The authorized task number or task revision number(s);
  - b) The active status of each authorized task, as applicable;
  - c) The total amount, exclusive of Applicable Taxes, expended to date against each authorized task; and
- (ii) For all authorized tasks, the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

#### 2.3.1.2 SACC Manual Clause

Date	ID	Title
2020-05-04	A3025C	<u>Proactive Disclosure of Contracts with Former Public Servants</u>

### 2.4 Term of Contract *[to be completed at Contract award]*

#### 2.4.1 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

#### 2.4.2 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-year periods 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 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.

## **2.5 Authorities**

### **2.5.1 Contracting Authority** *[to be identified upon each Task Authorization]*

The Contracting Authority for the Contract is:

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.

### **2.5.2 Technical Authority** *[to be identified upon each Task Authorization]*

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.

### **2.5.3 Procurement Authority** *[to be identified at Contract award]*

The Procurement Authority for the Contract is:

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

### **2.5.4 Contractor's Representative** *[Bidder must fill out]*

The Contractor's representative for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 2.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) of the Treasury Board Secretariat of Canada.

## 2.7 Payment *(amounts to be inserted at contract award)*

### 2.7.1 Basis of payment - Individual Task Authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Annex titled "Basis of Payment".

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

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 2.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- A. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of ***\$[amount to be detailed in the resulting contract]***. Customs duties are excluded and Applicable Taxes are extra.
- B. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- C. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (i) when it is 75 percent committed; or
  - (ii) four (4) months before the contract expiry date; or
  - (iii) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions;

whichever comes first.

- D. 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.

### 2.7.3 Method of Payment

As applicable to the TA: for single unit / item involved, Single Payment; for two (2) or more, Multiple Payments.



### 2.7.3.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

OR

### 2.7.3.1 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

### 2.7.4 Electronic Payment of Invoices – Contract

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

### 2.7.5 SACC Manual Clauses

Date	ID	Title
2007-11-30	A9117C	<a href="#">T1204 - Direct Request by Customer Department</a>
2007-11-30	C2000C*	<a href="#">Taxes - Foreign-based Contractor</a>
2008-05-12	C2605C*	<a href="#">Canadian Customs Duties and Sales Tax - Foreign-based Contractor</a>

*\*to be invoked at Contract award, if applicable*

## **2.8 Invoicing Instructions**

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

Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract.

Invoices must be distributed as follows:

1. The original must be forwarded to the following address for certification and payment:  
[APSAircraftServices-ServicesdesaeronefsUCC@tc.gc.ca](mailto:APSAircraftServices-ServicesdesaeronefsUCC@tc.gc.ca) ;
2. One (1) copy must be forwarded to the Administrative Authority identified under the section entitled "Authorities" of the Contract;
3. Upon request, one (1) copy must be forwarded to the Contracting Authority identified under the section titled "Authorities" of the Contract; and
4. By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice.

## **2.9 Certifications and Additional Information**

### **2.9.1 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.

#### **2.9.1.1 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](https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html)" list (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### **2.9.1.2 Civil Aircraft Inspection**

The Contractor must inspect the Work described in the Contract in compliance with the requirements of the U.S. Federal Aviation Administration (FAA) and / or the Canadian Department of Transport (DOT) civil aircraft regulations. The Work is subject to verification by the Technical Authority at destination. Proof of inspection must accompany each shipment.

The material must be released for shipment to the consignee using properly completed FAA or DOT approved inspection documents. The completed inspection document(s) must be attached to, or enclosed with, each shipment, as applicable, in compliance with FAA/DOT regulations.

## 2.9.2 Urgency and Emergency

The Contract will invoke the following, as and when the event occurs, while its interpretation is intended to cater to Transport Canada, Aircraft Service Directorate, instead of PWGSC as its main Procurement entity and Client. Therefore:

- a) Under Managing Urgent Acquisitions, it must be understood that the Contract will pursue sections a. through c., the latter section considering only i. and ii. ; and
- b) Under Emergency requirements, it must be understood that the Contract will pursue the following sections:
  - 3.22.1 Pressing emergency;
  - 3.22.2 Emergency contracts and contractual arrangements;
  - 3.22.10 Emergency requirements (Departments); and
  - 3.22.15 Additional Considerations on Managing Emergency Requirements.

(Source: Supply Manual, Chapter 3)

## 2.10 Applicable Laws [to be completed at Contract award]

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

## 2.11 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) 2035 (2022-12-01) General conditions: Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations; and
- (f) the Contractor's bid dated \_\_\_\_\_.

## 2.12 Insurance Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

Note: All shipments must be shipped UNINSURED.

## 2.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## 2.14 Shipping Instructions

Goods must be consigned to the destination specified in the Contract (see page 1 for Details), or at the designated place in the Task Authorization, and delivered FCA Free Carrier \_\_\_\_\_ (*insert the Contractor's facility's named place, including the zip code*) Incoterms 2000 for shipments from a commercial contractor.

All shipments must be shipped UNINSURED.

Shipping and insurance costs to and from any Subcontractor's facility is the responsibility of the Contractor.

### 2.14.1 SACC Manual Clause

Date	ID	Title
2017-08-17	D2025C	<a href="#">Wood packaging materials</a>

## ANNEX A

### STATEMENT OF WORK

#### 1. Background

Transport Canada's Aircraft Service Directorate (ASD) is an Air Operator and Aircraft Maintenance Organization.

ASD operates both fixed and rotary wing aircraft for the Government of Canada and its clients.

Scheduled and unscheduled maintenance services are required to ensure safe and uninterrupted operations in support of ASD's mandate.

#### 2. Objective

ASD has a requirement for the Repair and Overhaul services (i.e. the "Work") by the Original Equipment Manufacturer (OEM) or an OEM authorized repair facility for the following fleet:

<b>Bell:</b>	429	412	407
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Services must cater to DART components installed on the aforementioned, including:

- a) Repair;
- b) Overhaul;
- c) Modification;
- d) Advanced Exchange;
- e) Testing; and
- f) Recertification.

**IMPORTANT:** this Annex does not authorize the procurement of goods, nor the manufacturing, fabrication or purchase of special equipment and tooling.

#### 3. Terminology

AOG – Aircraft on Ground  
ASD – Aircraft Services Directorate  
AWR – Additional Work Requirement  
BER – Beyond Economical Repair  
CA – Contracting Authority  
CARs – Canadian Aviation Regulations  
CMM – Component Maintenance Manual  
EASA – European Union Aviation Safety Agency  
FAA – Federal Aviation Administration  
OEM – Original Equipment Manufacturer  
SB – Service Bulletin  
SL – Service Letter  
SOW – Statement of Work  
TAT – Turnaround Time  
TC – Transport Canada  
TCCA – Transport Canada Civil Aviation

**Note:** Technical Authority will be identified in full across this Annex, as the acronym TA refers to Task Authorization.

### 3.1 Airworthiness Release Documentation

1. Federal Aviation Administration (FAA) 8130  
(<http://www.faa.gov/documentLibrary/media/Form/8130-3.pdf>):  
FAA 8130-3 or statement of conformity signed by Manufacturer. Refer to AC 571- 024 for guidance on acceptable documentation.
2. TC Form One  
(<https://tc.canada.ca/en/aviation/aircraft-airworthiness/aircraft-maintenance-manufacturing/authorized-release-certificate-form-one>):  
Authorized Release Certificate (Form One) or statement of conformity signed by the Manufacturer. Refer to AC 571- 024 for guidance on acceptable documentation.
3. EASA FORM ONE: Authorized Release Certificate (EASA Form One) or a statement of conformity signed by the Manufacturer. Refer to AC 571- 024 for guidance on acceptable documentation.

**NOTE:** Final acceptability of documentation is as per the Canadian Aviation Regulations, TCCA/FAA Maintenance Implementation Procedure (MIP) and guidance material found in Advisory Circular 571-024 (latest revision) and the Maintenance Annex Guidance (latest revision) between EASA and TCCA.

### 3.2 Common Definitions

- (i) **Advanced Exchange** – The Contractor provides the customer a fully functional unit in exchange for receiving an unserviceable unit back from the customer, which has a core value. The Contractor provides the unit in advance of receiving the unserviceable unit.
- (ii) **Core** – A unit which has a potential to be rebuilt or repaired and returned to a serviceable condition.
- (iii) **Core Value** – The value of a core that is returned in good and proper condition that can be rebuilt or repaired for resale.
- (iv) **Core Value Reduction** – If the core returned from the customer is not in good and proper condition, the value is reduced.
- (v) **Beyond economical repair (BER)** – the component is deemed BER when the total cost of the repair is estimated to exceed 80% of the replacement value of the component.
- (vi) **Shelf life** – Shelf life refers to whichever is the lesser between the limitation placed by any regulatory body and that recommended by the part manufacturer on the length of time a component can be stored before requiring recertification to an airworthy condition.

#### 4. Generalities

- 4.1 Work must be performed in accordance with the OEM specifications, CMM, Airworthiness Directives, Mandatory SBs, and SLs applicable to the items listed in the Objective. Any applied specifications related to this work must be identified on the returned quote.

Any applicable TC or FAA Airworthiness Directives and Mandatory SBs must be incorporated.

Non-OEM specifications acceptable for the accomplishment of the work must be identified on a case-by-case basis for items listed in the Objective as required and must be approved by the Technical Authority prior to being used to repair the component.

The use of any specifications other than those listed in this Section must be approved by the Technical Authority prior to the accomplishment of work.

- 4.2 Materiel supplied for Component Repairs and Overhaul Services must be new and conform to the latest issue of the applicable drawing, specification and/or part/serial number that is in effect on the requested service date. The Contractor must inform the Technical Authority if new material is unavailable prior to commencing the work and identify any delays that may be incurred. The Contractor must also provide other alternatives, such as used materiel, for approval by the Technical Authority. The Technical Authority reserves the right to allow or deny repairs or overhauls based on the use of used material.

- 4.3 Upon completion of the work, the Contractor must provide the Technical Authority with a detailed description of the work performed including, but not limited to, the following:

- a. a description of the work performed
- b. a list of the replaced parts
- c. certification document that adequately describes the work performed (see section Certification documentation below for details)
- d. if applicable, a technical inspector observations report identifying the cause of failure and any unusual observations regarding the condition of the forementioned components; and
- e. a copy of the final test results for the certification of the unit.

- 4.4 Upon completion of the work, the Contractor must ship the units as per instructed in the Shipping Instructions.

- 4.5 In the event that certain parts or processes become obsolete, the Contractor must notify the Technical Authority in writing of the obsolescence issues, identify the impact on the work, and propose a solution to the obsolescence issues, which may involve changes to fit, form, or function.

- 4.6 The Contractor may be required to make engineering changes to the system at the engine level and at its associated LRUs level, that are listed in the Objective. The Contractor may make changes that do not affect the fit, form or function of the system without Canada's approval, provided it remains within the provisions of the SOW and the formal authorization received. For any change that impacts the fit, form or function (Class 1 Change) at the LRU level, the Contractor must notify the Technical Authority in writing and provide sufficient documentation describing the change(s) and any costs to be incurred by the Technical Authority. The Contractor may proceed to incorporate these Class 1 changes only if and when the Contractor has received an authorization from the Technical Authority.

- 4.7 Location of Work: the Work must be performed by the Contractor at the Contractor's facility.

- 4.8 Subcontracted Work: any work performed by a subcontractor and charged to Canada must have prior approval from the Technical Authority. Transportation to and from the subcontractor facility and its associated costs, is the responsibility of the Contractor. For any work carried out by a subcontractor and charged to Canada, the Contractor must provide to the Technical Authority the names and locations of all sub-contractors, including a description of the work performed by the subcontractor(s). The Contractor must provide the Technical Authority with proof that the subcontractor is authorized to carry out this work and complies with all applicable requirements under the Task Authorization. All subcontracted work must be documented.
- 4.9 Language of Work: any documentation provided to TC ASD as part of the work to be completed, must be in English.
- 4.10 Turnaround times: all components listed in the Objective are subject to the Turnaround times specified in Appendix 1 to Annex A. If standard turnaround time for a component exceeds the interval requirement it must be identified in the initial proposal from the Contractor. The work must be accomplished by the date specified in the proposal. In the event the Contractor cannot complete the work by the date specified, the Contractor may request an extension, in writing to the Technical Authority. The request must clearly indicate the reason for an extension and the expected date for the work to be completed. The Technical Authority reserves the right to authorize or decline the extension.
- 4.11 Certification Documentation: all certification documentation such as an Authorized Release Certificate provided by the Contractor must meet the requirements set forth in the applicable sections of the CARs including a TC Form One, Statement of Conformity, or equivalent as provided for pursuant to an agreement with TC; or an Authorized Release Certificate - Form 8130-3 (from an FAA-certificated repair station located in the United States or an FAA-certificated repair station located outside of the United States that is accepted in accordance with the TC/FAA MIP) (see Airworthiness Release Documentation section above). All certification documentation is subject to verification by TC ASD at destination. The completed certification document(s) must be attached to, or enclosed with, each shipment as applicable, in accordance with FAA/CARs.
- 4.12 All parts shipped, new, repaired, overhauled, or modified must be covered by an Authorized Release Certificate, signed by an authorized representative of the repair facility and one copy must accompany the invoice, along with a copy of the completed work order and if applicable, the updated component history form.
- 4.13 Additional Defects or Component is found BER: where the Contractor finds additional required repair(s) or where the component is deemed BER (i.e.: the total cost of repair is estimated to exceed **80%** of the replacement value) during the Repair/Overhaul, the Technical Authority must be notified of the finding for direction regarding the follow-on work to be carried out.

## **5. Scope of Work**

### **5.1 Component Repair and Overhaul**

The Contractor must provide Component Repair and Overhaul Services for the items listed in the Objective on an "as-and-when requested" basis.

All Component Repair and Overhaul Services provided must be approved by the Technical Authority through the Procurement Authority or the Contracting Authority, using the Task Authorization form, or its equivalent. The form must include, at a minimum, a description of the work to be performed, as well as the estimated cost for the work.

Any work performed by the Contractor without an authorized Task will be regarded as outside of the scope and will be performed at the Contractor's own expense.



The work must be completed by the date specified in the Task Authorization. In the event a repair cannot be completed by that date, the Contractor may request an extension, in writing, to the Technical Authority. The request must clearly indicate the reason for an extension and the expected date the repair will be completed. Requests for extensions will be authorized by the Technical Authority and Task Authorization will be revised accordingly.

If, while performing the work, it is determined that the price of the work authorized will exceed the price as approved in the Task Authorization, the Contractor must immediately cease work and contact the Technical Authority.

## **5.2 Inspection, Repair and Overhaul**

The Contractor must provide Inspection, Repair and Overhaul capability for the items listed in the Objective.

Within seven (7) calendar days of receipt of the unit, the Contractor must induct, test, disassemble and inspect for all defects. Upon completion of the initial assessment, the Contractor must supply a detailed tear-down report to the Technical Authority and a revised proposal if required.

The Technical Authority reserves the right to authorize or decline work. In the event the work is declined, the Contractor will be reimbursed reasonable costs incurred for the initial assessment.

If prior to or while performing the work, it is determined that the component has non-standard modifications or alterations applied, the Contractor must cease all work, and immediately notify the Technical Authority. "Non-standard" would be any modification or alteration that does not meet the component manufacturers technical design specification for that component.

In the event the Contractor performs work which requires the operating software of the device to be upgraded, the Contractor must contact the Technical Authority prior to changing the software version. There may be situations where the Contractor will be directed by the Technical Authority to not install the latest version software due to operational or certification requirements of the associated aircraft. In any such instance the Technical Authority will provide written authority for the software level to be installed, after consulting with the Contractor.

## **5.3 Test and Recertify**

The Contractor must provide test and recertify capability for components to all models and series specified in the Objective. This service is to verify the correct operation of a component that has exceeded the manufacturer's recommended shelf/storage period, or a shelf/storage period dictated in the CARs.

This process is intended for all models and series and their associated component(s) that require only a test/verification process to be returned to Serviceable condition. If approved by the Technical Authority, it will be subject to the process as written in section entitled "**Component, Repair and Overhaul**".

Within seven (7) calendar days of receipt of the unit, the Contractor must induct, test, disassemble and inspect for all defects. Upon completion of the initial assessment, the Contractor must supply a detailed tear-down report to the Technical Authority and a revised proposal if required.

The Technical Authority reserves the right to authorize or decline work. In the event the work is declined, the Contractor will be reimbursed reasonable costs incurred for the initial assessment.

Should the aforementioned component(s) fail its test and recertification, it will be subject to the process as written in section entitled "**Inspection, Repair and Overhaul**".

If prior to or while performing the work, it is determined that the component has non-standard modifications or alterations applied, the Contractor must cease all work and immediately notify the Technical Authority. "Non-standard" would be any modification or alteration that does not meet the component manufacturers technical design specification for that component.

In the event the Contractor performs work which requires the operating software of the device to be upgraded, the Contractor must contact the Technical Authority prior to changing the software version. There may be situations where the Contractor will be directed by the Technical Authority to not install the latest version software due to operational or certification requirements of the associated aircraft. In any such instance the Technical Authority will provide written authority for the software level to be installed, after consulting with the Contractor.

#### **5.4 Modification**

In addition to OEM recommended/required modifications, the Contractor must provide modification services for the items listed in the Objective. ASD will provide the Contractor with data sufficient to perform the modification. Any data provided by ASD is proprietary to the Government of Canada.

Within seven (7) calendar days of receipt of the unit, the Contractor must induct, test, disassemble and inspect for all defects. Upon completion of the initial assessment, the Contractor must supply a detailed tear-down report to the Technical Authority and a revised proposal if required.

The Technical Authority reserves the right to authorize or decline work. In the event the work is declined, the Contractor will be reimbursed reasonable costs incurred for the initial assessment.

The work must be performed in accordance with the data supplied by ASD.

If prior to or while performing the work, it is determined that the component has non-standard modifications or alterations applied, the Contractor must cease all work and immediately notify the Technical Authority. "Non-standard" would be any modification or alteration that does not meet the component manufacturers technical design specification for that component.

In the event the Contractor performs work which requires the operating software of the device to be upgraded, the Contractor must contact the Technical Authority prior to changing the software version. There may be situations where the Contractor will be directed by the Technical Authority to not install the latest version software due to operational or certification requirements of the Associated Aircraft. In any such instance the Technical Authority will provide written authority for the software level to be installed, after consulting with the Contractor.

#### **5.5 Advanced Exchange**

The Contractor must deliver the advanced exchanged component(s) as quickly as possible, but no more than 14 days of receiving the Task Authorization. The Technical Authority reserves the right to request either a faster turnaround time to address urgent matters or accept a longer turnaround time due to market availability.

Material supplied must:

- be in overhauled or repaired condition with the applicable certification documentation, and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the requested service date; and
- have a minimum of 80% shelf life remaining at the time of receipt at the Technical Authority's facility. The certification documentation must demonstrate shelf life conformity.

Core Value Reduction is not possible.

Any unserviceable units that ASD will ship to the Contractor's facility will be worth the Core Unit Value. If upon receipt of the unserviceable unit, the Contractor does not agree that the unit is worth its core value and can demonstrate why the unit is not worth its core unit value, the Contractor must communicate with the Technical Authority immediately upon discovering that the Core Unit Value has not been met

The Contractor must substantiate its claim by providing ASD with a tear down report that includes at minimum a description of the failures and work required for each unserviceable component provided by ASD.

ASD is responsible for returning the unserviceable unit(s) to the Contractor within fifteen (15) days after the Task Authorization is agreed upon.

## **Appendix 1 to Annex A**

### **Work Considerations**

#### **1. Technical Requirements**

Throughout the duration of the Contract, the Contractor must be:

- an approved Repair and overhaul Facility for Dart Aerospace components; and
- a Transport Canada, Approved Maintenance Organization (AMO) or Federal Aviation Administration (FAA) Approved Repair Station for Dart Aerospace components.

#### **1.1 Inventory and Response Time**

The Contractor must have access to a significant inventory of engine parts, accessories and supplies readily available to be able to fulfill AOG requests within 24 hours for the engine models and series specified in the Objective (see Annex A).

##### **1.1.1 Aircraft on Ground (AOG) Service**

The Contractor must provide an AOG repair service with a turnaround time of one (1) calendar day from the date of receipt of the item and the receipt of a fully funded authorization. If the turnaround time of one (1) calendar day cannot be met, the Contractor must immediately inform the TA and provide details outlining the reason for the delay, the anticipated completion date, and any possible solutions to mitigate the effects of a delay on aircraft operation and availability (Exchange, Purchase of Replacement, etc.).

#### **1.2 Considerations for Parts**

The Contractor must sell and provide only parts which are approved and listed in the engines' models and series specified in the Objective (see Annex A), Maintenance Manuals and Illustrated Parts Catalogs that have been approved by the OEM, or the original parts manufacturer. Parts Manufacturer Authority (PMA) must not be used unless approved by the Technical Authority. Use or provision of used parts must be approved by the Technical Authority.

#### **1.3 Performance Specifications and Standards**

The Contractor must perform the overhaul and/or repair in accordance with the latest amended manufacturer's maintenance and overhaul manuals, airworthiness directives, mandatory service bulletins, service letters and any other special instructions applicable to specific components. The Contractor is responsible to have all these documents on hand and up to date.

#### **1.4 MPI Related Work**

The Contractor must perform MPI related work in accordance with the applicable engines' models and series specified in the Objective (see Annex A), Maintenance Manual inspection criteria. Repairs may use in-service inspection criteria as deemed applicable.

**ANNEX B**  
**BASIS OF PAYMENT**

*Note: Annex B to be populated at Contract award, based on the Bidder's proposed content.*

Appendix 1 to Annex B

Task Authorization Form (for indication and visual demonstration purposes only)

<b>Task Authorization</b> <b>Autorisation de tâche</b>		Contract Number - Numéro du contrat T8493-22-0066
Contractor's Name and Address - Nom et l'adresse de l'entrepreneur [123456789PG0001] Reckenball Inc. 123-1400 Neil Young Crescent Winnipeg (MB) R3J 2D7	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT) ASR-2021-057212	
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu Engine Repair and Overhaul	
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$ 133,522.00	
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input checked="" type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract SI OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat		
<b>For Revision only - Aux fins de révision seulement</b>		
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu
	\$	\$
Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract. Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.		
<b>1. Required Work: - Travaux requis :</b>		
A. Task Description of the Work required - Description de tâche des travaux requis		See Attached - Ci-joint <input checked="" type="checkbox"/>
Applicable to p/n 22-77-99, including Material, Basic Labour, Parts Restoration, and Miscellaneous (Freight, Hardware, Environmental Fee). Per the latter, see details on Work Order LPOR2K7s, pp. 3-6 inclusive. Compliant with the provisions of Appendix 1 to Annex A.		
B. Basis of Payment - Base de paiement		See Attached - Ci-joint <input checked="" type="checkbox"/>
C. Cost of Task - Coût de la tâche		See Attached - Ci-joint <input checked="" type="checkbox"/>
Note: USD currency.		
D. Method of Payment - Méthode de paiement		See Attached - Ci-joint <input type="checkbox"/>
Multiple payments; cf. subsection [...] of the Contract.		

Contract Number - Numéro du contrat  
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**2. Authorization(s) - Autorisation(s)**

By signing this TA, the authorized client and (or) the TC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the TC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

**3. Contractor's Signature - Signature de l'entrepreneur**

Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date

(Intranet source: [http://publiservice-app.pwgsc.gc.ca/forms/text/search\\_for\\_forms-e.html](http://publiservice-app.pwgsc.gc.ca/forms/text/search_for_forms-e.html), keyword: 572)