

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NATIONAL INDIVIDUAL STANDING OFFER FOR THE SUPPLY THE SUPPLY OF AIRCRAFT PAINT AND PRODUCTS USED ON AIRCRAFT OPERATED BY TRANSPORT CANADA ON BEHALF OF TRANSPORT CANADA ON AN AS AND WHEN REQUESTED BASIS DURING THE PERIOD APRIL 1ST 2012 TO MARCH 31ST 2015 WITH A POSSIBILITY OF A TWO (2) YEAR EXTENSION.	T8493	T8620	1	Each	\$	\$	See Herein	

This Request for a Standing Offer (RFSO) is for a National Individual Standing Offer (NISO) for the supply of aircraft paint and products used on aircraft operated by Transport Canada, on behalf of Transport Canada on an as and when requested basis during the period April 1, 2012 to March 31, 2015 with a possibility of a two year extension.

The Aircraft Services Directorate of Transport Canada is an approved Air Operator and an approved maintenance organization. Their fleet consists of fourteen MBB 105 helicopters, five Bell 212 helicopters, three Bell 407 helicopters, ten Bell 206 helicopters, nine Citation II aircraft, one DHC-7 Dash seven, two DHC-8 Dash eight, six Challengers, and twelve King Air C-90A aircraft.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus annexes:

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6:
6A, Standing Offer, and
6B, Resulting Contract Clauses; and,
the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 6B: includes the clauses and conditions which will apply to any contract resulting from a "call-up" made pursuant to the Standing Offer.

Annex A is the Requirement.

Annex B is the Basis of Payment.

2. Summary

This Request for a Standing Offer (RFSO) is for a National Individual Standing Offer (NISO) for the supply of aircraft paint and products used on aircraft operated by Transport Canada, on behalf of Transport Canada on an as and when requested basis during the period April 1, 2012 to March 31, 2015 with a possibility of a two year extension.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2011-05-16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. Submission of Offers

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

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority at least ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered .

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in the province of Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (two hard copies)

Section II: Financial Offer (two hard copies)

Section III: Certifications (two hard copies)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements, as described in Annex A - Requirement, and how they will carry out the Work.

The technical offer should be concise and address, but not necessarily be limited to, the points that are subject to the evaluation criteria against which the offer will be evaluated. In its technical offer, the Offeror must demonstrate its understanding of the requirements described in this RFSO.

The technical offer shall be evaluated to ensure that the Mandatory Requirements specified in Annex A - Requirement have been met.

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

In the event that apparent or real conflicts exist in this RFSO, Bidders must identify and communicate them to the Contracting Authority at least ten (10) calendar days prior to the solicitation closing date. Canada reserves the right to subsequently modify Annex A and the RFSO with the information provided.

It must be noted that a NON-COMPLIANT response to any Mandatory Requirement of the above referenced documents will render your offer NON-COMPLIANT. Offerors must therefore ensure that they comply with all Mandatory Requirements prior to submitting an offer.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Mandatory Requirements

This solicitation contains mandatory requirements. Where a requirement of this RFSO is mandatory, it will be identified specifically with the word "Mandatory", an "(M)", or with a statement covering a section of this document. The words "shall" and "must", in the RFSO are to be interpreted as mandatory requirements.

Proposals must comply with each and every mandatory requirement. Any proposal, which fails to meet any of the Mandatory Requirements in Annex A, will be deemed non-responsive and will not be given further consideration. Each requirement must be addressed separately.

All terms and conditions stated in this RFSO including Part 6 Resulting Contract Clauses are mandatory unless otherwise indicated. **One (1) copy of Page One (1)** of this RFSO must be signed by the Offeror or by an authorized representative of the Offeror. The Offeror's signature indicates acceptance of all the terms and conditions set out or referred to in this Request for Proposal. Offerors must be aware that a proposal containing statement(s) implying that the proposal is conditional on modification of terms and conditions of the RFSO (which includes Annexes and all Appendices as applicable) and/or containing terms

and conditions that supersede the terms and conditions of the RFSO will be considered non-responsive.

Offers will be evaluated solely on the information provided in each Offeror's submission.

Offers not meeting all of the mandatory requirements will be given no further consideration.

It is the responsibility of the Offeror to obtain, from the Standing Offer Authority identified any clarification of the requirement contained in the RFSO prior to submitting its offer.

Any questions or concerns Offerors may have concerning any aspect of this requirement during the solicitation period and/or the subsequent evaluation period, up to and including the date of award, must be directed only to the Contracting Authority. Non-compliance with this condition during the above mentioned periods can (for that reason alone) result in disqualification of the Offeror's proposal.

1.2 Financial Evaluation

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FCA Free courier Contractor's facility Incoterms 2000, Canadian customs duties and excise taxes included.

The Total Assessed Price as defined in **Annex B - Basis of Payment** will be used to determine the **lowest cost offer**.

2. Basis of Selection - Mandatory Requirements

To be declared responsive, an offer must:

- (a) Comply with all the requirements of the solicitation; and
- (b) Meet all mandatory technical evaluation criteria.

Bids not meeting (a) or (b) will be declared non-responsive. The responsive offer with the **lowest TAP** will be recommended award of a Standing Offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for

additional information to verify the Offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be submitted with the offer, but may be completed and submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

1.1 Federal Contractors Program for Employment Equity - Certification

Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

-
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

Signature

Date

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement in accordance with Annex A.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

2.1 General Conditions

2005 (2011-05-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Term of Standing Offer

3.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2012 to March 31, 2015.

3.2 Extension of Standing Offer

At the Government's option, should the Standing Offer be authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two year period from April 01, 2015 to March 31, 2017 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is the contracting officer named on page one (1) of this Standing Offer and is responsible for the management of this Standing Offer. Any changes to the Standing Offer must be authorized in writing by the Standing Offer Authority. The Contractor is not to perform work in excess of or outside the scope of this Standing Offer based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

4.2 Technical Authority

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer. The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror Contacts

Name and telephone number of the person responsible for :

General Enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

Delivery Follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

5. Identified User

The Identified User authorized to make call-ups against the Standing Offer is Transport Canada Aircraft Services Directorate.

6. Call-up Procedures

6.1 Only Authorized Call-ups to be Accepted

The Offeror agrees only to perform individual Call-ups made by an Identified User pursuant to this Standing Offer that do not exceed the applicable Limitation of call-up, outlined below.

6.2 Call-up Instrument

The work for a specific requirement will be authorized by the Identified User using for PWGSC-TPSGC 942, Call-up Against a Standing Offer.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

Limitation of Call-ups: call-ups by Technical Authority against the Standing Offer must not exceed \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

- Individual Call-ups against the Standing Offer exceeding \$40,000.00 but not exceeding \$100,000.00 (GST and HST included) must be forwarded to PWGSC .

8. Financial Limitation - Total

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$_____ (to be completed at time of award) (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. T1204 - Information Reporting by Contractor

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide the following information within 30 calendar days following contract award:
 - (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
 - (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
 - (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
3. The information must be sent to the person and address specified below. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".
Contact/Address: See Part 6A, Section 5.2.

10. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2011-05-16), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A(2011-05-16), General Conditions - Goods (Medium Complexity);
- e) Annex A - Requirement;
- f) Annex B - Basis of Payment
- g) the Offeror's offer dated _____

11. Certifications

11.1 Compliance

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

13. Periodic Usage Reports

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide the following information on a biannual basis:

- A) A listing of each call-up #
- b) A brief description of each call-up
- c) The total billing for each call-up
- d) The total billing for the period.

If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Solicitation No. - N° de l'invitation

T8493-120008/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

007cag

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

T8493-120008

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The data must be submitted to the Standing Offer Authority as follows:

1st half: April 1 to September 30;

2nd half: October 1 to March 31.

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

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must provide the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions**2.1 General Conditions**

2010A (2011-05-16) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract. Section 13 - Interest on Overdue Accounts will not apply to payments made by credit cards at point of sale.

3. Term of Contract**3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

4. Payment**4.1 Basis of Payment**

In consideration of the contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid the firm price stipulated in the call-up, calculated in accordance with Annex B - Basis of Payment.

4.2 Taxes-Foreign based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

4.3 Limitation of Price

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

4.4 Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without specific written authorization of the Identified User.

5. Delivery, Inspection and Acceptance

5.1 Maximum Delivery Date

The Contractor shall be required to maintain a maximum delivery date of thirty (30) calendar days, commencing from the date of receipt of the order. However, if the above noted maximum delivery date for the respective item cannot be met, the Contractor shall promptly advise the Technical Authority and the Contractual Authority of the reasons for the anticipated delay and revised delivery dates. All overtime required to achieve the required delivery dates must be authorized, in advance, by the Technical Authority. Special consideration is to be given to AOG requests.

5.2 Packing

Packaging shall be standard commercial packaging adequate to ensure safe arrival at destination. Items shall be packed to permit application of the lowest transportation rates or charges via the mode of carriage selected/authorized. In those cases where special packing, containers or crates are provided by Transport Canada, such protective shipping packages, containers or crates shall be used to return the unit to the consignee.

5.3 Labelling

Manufacturer's number and specification number, where applicable, shall be on each item either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

5.4 Shipping Instructions

Unless otherwise specified by Transport Canada at the time of a specific request, shipments are to be made in bond, to destination, by the most direct and economical means of transportation consistent with normal shipping practices. (All copies of shipping documents shall show the DSS 942 requisition number and the Standing Offer serial number.)

5.5 Shipping Instructions - Delivery at Origin

1. Goods must be consigned to the destination specified in the Contract and delivered common carrier FCA Free Carrier Contractor's facility Incoterms 2000 via Fed-Ex (Account Number 12454476-9) for shipments.
2. Canada is responsible for all delivery charges, administration, costs and risk of transport and customs clearance and customs duties, if applicable.

5.6 Customs Documents

Shipments are to include the necessary Canadian Customs Documents which are to be distributed as follows:

- a) Two (2) copies with the shipment and,
- b) Three (3) copies mailed to the Consignee.

5.7 Inspection and Acceptance

The Technical authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

5.8 Incomplete Assemblies

The Contractor shall not ship incomplete assemblies against this order, unless prior authority for such shipment has been obtained from the Contracting Authority.

5.9 Certification

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

6. Insurance

6.1 Liability

The Contractor is required to satisfy Canada that it has resources available to satisfy any liability of the Contractor to Canada that may arise out of the Standing Offer or its breach, to a level of at least **the value of the Call-up**. If requested to do so, the Offeror shall provide to the Contracting Officer proof that it has at least that amount available in the form of working capital, realizable value of unencumbered fixed assets and/or liability insurance.

6.2 Liability Insurance

1. The Contractor shall maintain in force, throughout the period of performance of the Standing Offer, liability insurance in an amount which, together with the Contractor's working capital and the realizable value of its unencumbered fixed assets from time to time, would be sufficient to satisfy the maximum liability to Canada that the Contractor could incur under the Standing Offer.
2. At the request of the Contracting officer from time to time, the Contractor shall immediately provide to the Contracting Officer either (a) certificates evidencing the current status of the insurance required in subsection (1), which describe the coverage and any material exclusions from or limitations on the coverage, or (b) evidence that the Contractor requires no insurance to satisfy the requirements of subsection (1).
3. If the period of performance of the Standing Offer is longer than one year, the Contractor shall, at the request of the Contracting Officer, provide to the Contracting Officer, on each anniversary date of the execution of the Standing Offer during the period of performance of the Standing Offer, a breakdown of the current contribution of its working capital, realizable value of unencumbered fixed assets, and insurance toward its ability to satisfy the maximum liability to Canada that the Contractor could incur under the Standing Offer.

6.3 Limitation of Liability

Notwithstanding anything else in the Contract, the Contractor's liability to Canada for all losses suffered by Canada as a result of any breach of the Contractor's obligations to Canada under the Contract (including any such liability in tort, negligence or any other cause of action, and including liability for indirect or consequential damages), except any breach of the warranty provisions of the Contract, shall be limited to the value of the call-up. This clause shall not in any way limit the Contractor's liability to any third party (or to Canada for any amount in respect of the Contractor's liability to a third party that Canada is required to pay as a result of joint and several liability) or require any contribution by Canada in relation to any such third-party liability of the Contractor.

7. Terms of Payment

7.1 Method of Payment- Multiple Deliveries

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.

7.2 Payment by Credit Card

The following credit card is accepted: _____

7.3 Invoicing Instructions

- 1. 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 on the invoice is completed.
- 2. Invoices shall clearly indicate the following:
 - a) the date, name and address of the Consignee;
 - b) item number, quantity, part number and description;
 - c) Standing Offer serial number, call-up requisition number and financial codes;
 - d) the Canadian dollar amount invoiced (exclusive of the GST/HST) and the amount of GST/HST, where applicable.

If the above information is not contained on the invoice it may unnecessarily delay payment of such invoices.

8. Notice of Labour Disputes

Whenever the Contractor or any subcontractor hereunder has knowledge that any actual or potential labour dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

ANNEX A

REQUIREMENT

1. Nature of Requirement

This Request for a Standing Offer (RFSO) is for a National Individual Standing Offer (NISO) for the supply of aircraft paint and products used on aircraft operated by Transport Canada, on behalf of Transport Canada on an as and when requested basis during the period April 1, 2012 to March 31, 2015 with the possibility of a two year extension.

The Aircraft Services Directorate of Transport Canada is an approved air operator and an approved maintenance organization. Their fleet consists of fourteen MBB 105 helicopters, five Bell 212 helicopters, three Bell 407 helicopters, ten Bell 206 helicopters, nine Citation II aircraft, one DHC-7 Dash seven, two DHC-8 Dash eight, six Challengers, and twelve King Air C-90A aircraft.

2. Technical Mandatory Requirements

To be considered responsive, a offer must meet all of the mandatory requirements listed below. Offers not meeting all of the mandatory requirements may be given no further consideration.

It is imperative that the offerors address each of these mandatory requirements in sufficient depth so as to allow the evaluators a full understanding of the offeror's capabilities.

MANDATORY REQUIREMENTS

LIST OF MANDATORY REQUIREMENTS

M1 – The Offeror must comply with the terms and conditions of this solicitation; (A statement of compliance for each RFSO numbered clause is required. It is the responsibility of the offeror to identify and address any exception(s). The offeror must clearly demonstrate that the exception(s) will be fully covered by another deliverable, otherwise the offeror will be considered as non-compliant. Preference will be given to offeror's requesting a minimum of exceptions. If you comply to a clause, please express your compliance with few words such as "Read, understood and agreed". Expand only when there is an exception. Keep it simple.)

M2– The offeror's proposal must be valid for 60 days from closing date.

M3 - The offeror must provide the following certification:
("We hereby certify that the price quoted is not in excess of the lowest price charged anyone else, including our most favoured customer for like quantity and quality of the product").

M4 - Offeror's must identify key technical problems, if any, and outline solutions for each call-up.

(Identification of problems and justification of solutions is the responsibility of the contractor).

M5 - The offeror must be able to supply paint systems that meet Boeing specifications BMS 10-60 Type I & II C1B, Gr D, and BMS 10-72 Type X, and provide certificates of conformity stating that the product delivered meets Boeing minimum product specifications standards.

M6 - The contractor must maintain a maximum turnaround time of 45 calendar days commencing from the date of receipt of the order.

3. Standard of Work

The Offeror must perform the Work described in the call-up against the Standing Offer.

4. Material

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the requested service date.

5. Tooling

This Standing Offer does not provide authorization for the manufacture, fabrication or purchase of special equipment and tooling unless authorized to do so by the Contracting Authority.

6. Outstanding Items Report

Upon the Technical Authority's request, but not more than 3 times per year, the Contractor shall submit an outstanding items report. The reports shall provide the following information:

- a) total dollar value of Call-ups received to date against this Standing Offer;
- b) total dollar value of items on back order to date; and
- c) identification of items on back order and their estimated delivery dates to the Consignee(s).

The report shall be submitted as follows:

Two (2) copies to:

Transport Canada
Aircraft Services Directorate
200 Comet Private
Ottawa, Ontario, K1V 9B2
Attention: Technical Authority

One (1) info copy to the Standing Offer Authority.

(Derived from - Provenant de: XBD28D, 1995-05-19)

ANNEX B**Basis of Payment**

The Offeror must submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

For the offeror's financial offer to be responsive, the Total Assessed Price (TAP) must be submitted with the offeror's financial offer.

For Offeror evaluation purposes, the TAP is the arithmetic sum of the elements outlined below. For responsive offer with the lowest TAP will be recommended award of a Standing Offer. **Only one Standing Offer will be awarded for this requirement.**

		April 1/12 to Mar 31/13	April 1/13 to Mar 31/14	April 1/14 to Mar 31/15
i	Price of 3 Kits of ECL-G-3756/PC233/TR-111 Coast Guard red			
ii	Price of 1 Kit of ECL-G-1635/PC233/PC-233/TR-113 bluetone white			
iii	Price of 1 Kit of ECL-G-1129/PC233/TR-113 light grey			
	Sum = i+ii+iii			
		(a)	(b)	(c)

TOTAL ASSESSED PRICE (TAP) (M) = (a) + (b) + (c) = _____