

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions – TPSGC

11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Civilian Aircraft Division/Division des Avions Civils
Portage III 8C1 - 50

11 Laurier St./11 rue Laurier

Gatineau

Québec

K1A 0S5

Title - Sujet Maintenance of aircraft instruments	
Solicitation No. - N° de l'invitation T8493-130007/A	Date 2013-06-25
Client Reference No. - N° de référence du client T8493-130007	GETS Ref. No. - N° de réf. de SEAG PW-\$CAG-002-23843
File No. - N° de dossier 002cag.T8493-130007	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-08-15	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: McMartin, Dugald	Buyer Id - Id de l'acheteur 002cag
Telephone No. - N° de téléphone (819)956-0085 ()	FAX No. - N° de FAX (819)997-0437
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT AIRCRAFT SERVICES DIRECTORATE 200 COMET PRIVATE OTTAWA Ontario K1V9B2 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

This Request for a Standing Offer (RFSO) is for a National Individual Standing Offer (NISO) to provide maintenance of aircraft instruments (engine, flight, and navigation), and their associated systems, on an as and when required basis for a three year period with the possibility of a two year extension.

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Solicitation No. - N° de l'invitation

T8493-130007/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

002cag

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

T8493-130007

File No. - N° du dossier

002cagT8493-130007

CCC No./N° CCC - FMS No/ N° VME

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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) to provide maintenance of aircraft instruments (engine, flight and navigation) and their associated systems on an as and when required basis for a three year period with the possibility of a two year extension.

The award of a standing offer does not bind Canada to any set amount of work to be assigned to the offeror. Standing offers may be awarded to more than one offeror, in which case Canada may issue a call-up against any of the standing offers resulting from this invitation, for any given work project in accordance with the Call-Up Procedures identified in PART 6A - Standing Offer.

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).

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of the Standard Instructions 2006.

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 (2013-06-01) 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)

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

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.

Offerors must comply with each and every mandatory requirement. Any offeror, 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 Standing Offers. Offerors must be aware that an offer containing statement(s) implying that the offer 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.

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; and

Bids not meeting (a) or (b) will be declared non-responsive. The responsive offers with the **three lowest TAP** will be recommended for 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. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the Code of Conduct and Certifications - Offer of Standard instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional 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.

2.1 Federal Contractors Program - Certification

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 Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror 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 issuance of a standing offer.

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 offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Offeror does not fall within the exceptions enumerated in (a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror 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.

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

The Offeror 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 FCP, and has a valid certificate number as follows: _____

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 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Price Lists

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update electronic or website price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list updates to each Identified User requesting a copy. The Offeror must further send one (1) copy to the Standing Offer Authority at the address stated in the Standing Offer.

4. Term of Standing Offer

4.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from September 01, 2013 to August 31, 2016.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two year period 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. The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 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.

5.2 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.

5.3 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. _____

6. Identified User

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

7. Call-up Procedures

7.1 Multiple Standing Offers

The Offeror acknowledges that multiple Standing Offers have been issued for this requirement. Call-ups will be allocated among the Offerors in accordance with the call-up procedure described below.

7.2 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.

7.3 Call-up Procedure

The Technical Authority will establish the work to be performed by the call-up and will request each successful offeror to determine the level of effort required to perform the work based on the rates/prices contained in the standing offer. The Standing Offer that provides lowest price for a specific work project will be issued a call-up.

7.4 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.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (GST and HST included). All individual Call-ups against the Standing Offer exceeding \$50,00.00 (GST and HST included) must be forwarded to PWGSC.

9. 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.

10 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.

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services;

- d) the general conditions 2010C (2013-04-25), General Conditions - Services (Medium Complexity);
- e) Annex A - Requirement;
- f) Annex B - Basis of Payment
- g) the Offeror's offer dated _____

12. Certifications

12.1 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.

13. 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.

14. 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.

15. 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.

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

- 1st half: April 1 to September 30;
- 2nd half: October 1 to March 31.

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

2010C (2013-04-25) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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.

5. Delivery, Inspection and Acceptance

5.1 Maximum Delivery Date

The Contractor shall be required to maintain a maximum delivery date of forty-five (45) 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 Labeling

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

- 5.5.1 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.
- 5.5.2 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 Civilian 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 Department of National Defence at destination. Proof of inspection must accompany each shipment.

The material must be released for shipment to the consignee(s) 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.

5.10 Release Documentation

The Contractor will issue a Release Note with each shipment of new spare parts. The Release Note will contain the following release certification statement: "The item(s) described above conform to approved design data, have been inspected and are in condition for safe operation". The release certification is to be signed by a Transport Canada Inspector.

5.11 Certification

Components and accessories, new, repaired, overhauled or modified are to be covered by a Transport Canada Certification of Airworthiness, signed by an authorized representative of the contractor and one copy of the certification must accompany the invoice. Maintenance release tags, where applicable, must be completed and attached to the units prior to shipment to consignees along with a copy of the completed work order and if applicable, the updated completion of component history. All certification shall be in accordance with Transport Canada Aviation Regulations.

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

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.

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).

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

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.

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) to provide maintenance of aircraft instruments (engine, flight, and navigation), and their associated systems, on an as and when required basis for a three year period with the possibility of a two year extension.

2. Technical Mandatory Requirements

To be considered responsive, an 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.

List of Mandatory Requirements

M1 - The offeror must be a Transport Canada Approved Maintenance Organization (AMO) or an FAA Approved Repair Station for aircraft instruments and provide the certification showing this approval. Airworthiness certification must accompany each unit as laid out by the Canadian Aviation Regulations (CARs).

M2 - The offeror must sell/provide only parts that are approved by and listed in the maintenance/parts manuals and service bulletins that have been produced by the Original Equipment Manufacturer (OEM), or the original parts manufacturer. Parts Manufacturer Authority shall not be used without prior approval.

M3 - Offerors 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).

M4 - The Contractor shall repair, overhaul and inspect the work described in the Contract to the requirements specified by the consignee usually contained within an ASR Request for Quotation. The Contractor shall ensure the performance of work meets criteria established by the Original Equipment Manufacturer or other approved sources specified or otherwise acceptable or determined by the consignee and that the work conforms to applicable standards and is in compliance with Transport Canada, Canadian Aviation Regulations. The Work is subject to inspection and verification by the consignee. The work must be released for shipment to the consignee(s) using properly completed certification documentation of the responsible state of regulatory responsibility. The completed document(s) must be attached to , or enclosed with, each shipment, and available upon Receiving Inspection by Consignee, as applicable, and found to be in compliance with Transport Canada, Canadian Aviation Regulations.

3. Authorization (Transport Canada)

- a) Immediately upon receipt of the components for repair and/or overhaul and/or inspection the Contractor will induct, test, disassemble and inspect for all defects, and list required parts and labour.
- b) The Contractor shall submit a cost estimate and an estimated completion date to the Technical Authority for approval, prior to proceeding with the work. The Contractor will receive formal authorization from the Technical Authority by facsimile and/or DSS Form 942 to carry out the work specified therein.
- c) The Contractor shall perform only the work for which authorization has been received. All other work required is to be reported to the Technical Authority and directions requested. Telephone requests to perform work are to be confirmed in writing either by facsimile or DSS Form 942.
- d) If, while performing the work, it is determined that the price of the work authorized will exceed the estimated price of the DSS 942, the Contractor shall immediately contact the Technical Authority.
- e) The complete overhaul of instruments or equipment is not permitted under the terms of this Standing Offer. The intent is that repair will be done and overhaul resorted to only where such is economically and technically justifiable, and the Technical Authority gives approval for overhaul.
- f) If any instrument or equipment is found to be beyond economical repair (BER); "repair by replacement" authority shall be immediately obtained from the Technical Authority where the unit is considered a "critical" spares holding. Parts returned BER are to have attached complete teardown reports indicating reasons for BER and returned as is.
- g) Recommended or optional modifications shall be incorporated only on approval of the Technical Authority.
- h) Exchange units may only be provided upon prior approval of the Technical Authority.

4. Standard of Work

All maintenance shall be carried out in accordance with the latest amended manufacturer's maintenance manuals, airworthiness directives, service letters and any other special instructions applicable to specific components.

5. Matériel

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.

6. 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.

7. Progress Reports and Records

7.1 Upon the Technical Authority's request, but not more than 3 times per year, the Contractor shall submit a written report for all repairs carried out in the performance of the Work under the Standing Offer. The report will contain a:

- a) description of fault(s) found upon disassembly;
- b) list of parts replaced; and
- c) copy of the final test results for the certification of the unit.

7.2 Upon the Technical Authority's request, but not more than 3 times per year, the Contractor shall submit a progress report of units in plant for maintenance, showing the percentage of work completed and the expected return date for each item. The report shall be submitted within ten (10) days of the request.

7.3 The Contractor is to make available strip reports when requested.

All reports shall be submitted as follows:

One (1) copy to:

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

and one (1) copy to: the Contracting Authority.

ANNEX B**Basis of Payment**

The Offeror must submit firm hourly labour rates that will apply for the entire period of the Standing Offer, as follows:

		Year 1	Year 2	Year 3
i	Labour rate per hour of maintenance of aircraft instruments (engine, flight, and navigation), and their associated systems.			

For the offeror's financial offer to be responsive, the Total Assessed Price (TAP) Chart below must be completed in full and the TAP must be submitted with the offeror's financial offer.

The Offeror must submit a firm mark-up price for OEM or original parts manufacturer embodied parts and materials, e.g. List less 5%, which will apply for the entire period of the Standing Offer.

The Offeror must submit a firm mark-up price for subcontract repair, e.g. Subcontractor's Invoice plus 10%, which 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 Carrier Contractor's facility Incoterms 2000, Canadian customs duties and excise taxes included.

For Offeror evaluation purposes, the TAP is the arithmetic sum of the elements outlined below.

TAP Chart

		Year 1	Year 2	Year 3
i	Firm price for 100 labour hours of maintenance of aircraft instruments (engine, flight, and navigation), and their associated systems			
ii	Firm price of \$5,000 of OEM embodied parts			
iii	Firm price of \$5,000 of Subcontractors Invoices			
	Sum = i+ii+iii			
		(a)	(b)	(c)

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