

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Aircraft Inspection and Repair	
<b>Solicitation No. - N° de l'invitation</b> W8485-142138/A	<b>Date</b> 2014-04-11
<b>Client Reference No. - N° de référence du client</b> DND	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-209-8961	
<b>File No. - N° de dossier</b> WPG-3-36270 (209)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-05-26</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Allard, Ken	<b>Buyer Id - Id de l'acheteur</b> wpg209
<b>Telephone No. - N° de téléphone</b> (204) 983-4920 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE DGAEPM 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

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

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Technical Statement of Requirement, the Basis of Payment, the Security Requirements Checklist, and the Insurance Requirements.

### 2. Summary

i) 402 Sqn, based out of 17 Wing in Winnipeg, Manitoba, operates four CT142 Series 100 Dash 8 aircraft for the purpose of supporting basic Air Combat Systems Officer and Airborne Electronic Sensor Operator training. The CT142 aircraft is a modified civilian Dash 8 model 102 aircraft (DHC-8-102).

Refer to the Technical Statement of Work at Annex A for the requirements necessary to accomplish the the 5-Year (Repeat) Structural Inspection of the CT142 Dash 8 Aircraft.

Between March 2009 and July 2011, all CT142 aircraft underwent a 20-Year Mid-Life Structural Inspection equivalent in scope to the Dash 8 Series 100 Maintenance Program Manual (PSM 1-8-7, PSM 1-8-7TC) "D" Check. A number of tasks conducted during the 20-Year Inspection are subject to a 5-Year repeat interval which is coming due beginning in July 2014.

ii) There is a security requirement associated with the requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses.

For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website".

iii) 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)."

iv) For Service Requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

v) There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

### 3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

### 2. Submission of Bids

Bids 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 bid solicitation.

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

### 3. Former Public Servant

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

#### Definitions

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

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

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

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

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

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

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## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## 4. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 5. Applicable Laws

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

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.

## PART 3 - BID PREPARATION INSTRUCTIONS

## 1. Bid Preparation Instructions

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

Section I: Technical Bid :T wo (2) hard copies

Section II: Financial Bid : One (1) hard copies

Section III: Certifications One (1) hard copies

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 Bid**

Refer to Appendix 2 to Annex A

**1.1** 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.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

**Section II: Financial Bid**

**1.1** Bidders must submit their financial bid 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.

**1.2 Exchange Rate Fluctuation**

Exchange Rate Fluctuation C3011T(2013-11-16)

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) To be considered compliant Bidders must :
  - (i) submit a completed Compliance Matrix (Appendix 1 to Annex A); and
  - (ii) provide documentation to demonstrate compliance to each mandatory criterion as identified.
- (c) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria as included.

#### 1.2 Financial Evaluation

#### Reference Annex B

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

1.2.1 A0220T (2013-04-25), Evaluation of Price

### 2. Basis of Selection

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 175 points (75%) overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 234 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive.

The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40% for the price.

To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>			
<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>	83.84	75.56	80.89
<b>Overall Rating</b>	1st	3rd	2nd

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 1. **Mandatory Certifications Required Precedent to Contract Award and Certifications Required with the Bid**

#### 1.1 **Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

#### 2.2 **Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and

experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

## **PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirement**

#### **1. AT THE DATE OF BID CLOSING, the following conditions must be met:**

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
  3. For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **6.2 Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D .

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the

request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### **6.3 Controlled Goods Requirement**

*SACC Manual* clause 9130T (2011-05-16) Controlled Goods Program

## **PART 7 - RESULTING CONTRACT CLAUSES**

### **THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ**

#### **1.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the technical and management portions of the Contractor's bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

#### **1.2 Task Authorization**

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.

##### **1.2.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization Form DND 626 specified in Annex C .

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

3. The Contractor must provide the Project Authority, within three (3) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

4. The Contractor must not commence work until a TA authorized by the Project 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.

The administration of the Task Authorization process will be carried out by Project Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

##### **1.2.2 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by the applicable Department of National Defence designation.. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

### 1.2.3 Task Authorizations Limit

The Project Authority may authorize individual task authorizations up to a limit of \$400,000.00, Applicable Taxes included, inclusive of any revisions.

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

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

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10%.

2. 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 3. 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.

3. 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.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default. Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

### 1.2.5 Periodic Usage Reports - Contracts with Task Authorization

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

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

The data must be submitted on a quarterly basis to the Contracting Authority.  
The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

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The data must be submitted to the Contracting Authority no later than seven (7) calendar days after the end of the reporting period.

### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- (iv) the total amount, GST or HST extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

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

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

## **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **2.1 General Conditions**

2035 (2014-03-01) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **2.2 Supplemental General Conditions**

4012 (2012-07-16) Goods- Higher Complexity, apply to and form part of the Contract.

### 3. Security Requirement

- 3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PWGSC FILE W8485-142138:**

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

This contract includes access to controlled goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada.

2. The Contractor/Offeror personnel requiring access to **CLASSIFIED/PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any **CLASSIFIED/PROTECTED** information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex D
  - (b) Industrial Security Manual (Latest Edition).

### 3.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

### 4. Term of Contract

#### 4.1 Period of the Contract

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

File No. - N° du dossier

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The period of the contract is from date of Contract award to \_\_\_\_\_ inclusive *(To be inserted at contract award)*

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Ken Allard  
Supply Specialist | Spécialiste en approvisionnement  
Acquisitions-Winnipeg | Approvisionnements - Winnipeg  
Public Works and Government Services Canada  
Travaux publics et Services Gouvernementaux Canada  
Suite 100 - 167 Lombard Ave., P.O. Box 1408, Winnipeg MB R3C 2Z1  
Email - ken.allard@pwgsc-tpsgc.gc.ca  
Tel/Tél - (204) 983 4920  
Fax/Télé - (204) 983 7796

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.

### **5.2 Project Authority**

The Project Authority for the Contract is: *(To be inserted at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

The Project 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 Project Authority; however, the Project 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.

### **5.3 Technical Authority**

The Inspection Authority for the Contract is: *(To be inserted at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority named above 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.

#### **5.4 Inspection Authority** *(To be inserted at contract award)*

The Inspection Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Inspection Authority is the representative of the department or agency for whom the Work is being performed under the Contract and is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada inspector who may from time to time be assigned in support of the designated Inspector.

#### **5.3 Contractor's Representative** *(To be inserted at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

### **6. Payment**

#### **6.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment at Annex B, to the limitation of expenditure specified in the authorized TA.

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

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DND

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

## 6.2 SACC Manual clauses

Multiple Payments	H1001C (2008-05-12)
Time and Contract Price Verification	C0710C (2007-11-30)
Terms of Payment	H1001C (2008-05-12)
Discretionary Audit	C0705C (2010-01-11)
Cost Submission	C0305C (2008-05-12)

## 7. 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 time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract;
- a copy of the invoices, receipts, vouchers for all direct expenses,;
- a copy of the monthly progress report.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 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 Articles of Agreement;
- (b) the general conditions 2030 (2012-11-19) General Conditions - Higher Complexity
- (c) Annex A Statement of Work including Appendix 1 to this Annex
- (d) Annex B Basis of Payment;
- (e) Annex C Insurance Requirements;
- (f) Annex D Signed Task Authorizations (including all of its annexes, if any); and
- (g) the Contractor's bid dated \_\_\_\_\_

## 11. SACC Manual clauses

Foreign Nationals (Canadian Contractor)	A2000C (2006-06-16)
Shipment of Hazardous Materials	B1505C (2006-06-16)
Excess Goods	B7500C (2006-06-16)
Electrical Equipment	B1501C (2006-06-16)
Canadian Forces Site Regulations	A9068C (2011-05-16)
Defence Contract	A9006C (2012-07-16)
Replacement Parts-Airworthiness Documentation	D9010C (2007-11-30)

## 12. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

**ANNEX A**

**TECHNICAL STATEMENT OF WORK  
FOR THE CT142, 5-YEAR (REPEAT)  
STRUCTURAL INSPECTION**

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## TECHNICAL STATEMENT OF WORK FOR THE CT142 5-YEAR (REPEAT) STRUCTURAL INSPECTION

### 1.0 INTRODUCTION

- 1.1 Purpose. This SOW defines the requirements necessary to accomplish the 5-Year (Repeat) Structural Inspection of the CT142 Dash 8 Aircraft.
- 1.2 Background. 402 Sqn, based out of 17 Wing in Winnipeg, Manitoba, operates four CT142 Series 100 Dash 8 aircraft for the purpose of supporting basic Air Combat Systems Officer and Airborne Electronic Sensor Operator training. The CT142 aircraft is a modified civilian Dash 8 model 102 aircraft (DHC-8-102).
- 1.2.1 Between March 2009 and July 2011, all CT142 aircraft underwent a 20-Year Mid-Life Structural Inspection equivalent in scope to the Dash 8 Series 100 Maintenance Program Manual (PSM 1-8-7, PSM 1-8-7TC) "D" Check. A number of tasks conducted during the 20-Year Inspection are subject to a 5-Year repeat interval which is coming due beginning in July 2014.
- 1.3 Abbreviations and acronyms.

402Sqn	402 Squadron
AD	Accidental Damage
AMO	Acceptable Maintenance Organization
AMP	Airworthiness Management Plan
AWR	Additional Work Request
BoC	Basis of Certification
BER	Beyond Economic Repair
CAP	Corrective Action Plan
CFMI	Canadian Forces Modification Instruction
CFTO	Canadian Forces Technical Order
CoC	Certificate of Conformance
CPCP	Corrosion Prevention & Control Program
DAS	DND Airworthiness Supplement
DND	Department of National Defence
ED	Environmental Damage
EDD	Estimated Delivery Date
FD	Fatigue Damage
ISO	International Organization for Standardization
MPM	Maintenance Policy Manual
NDQAR	National Defence Quality Assurance Representative
OEM	Original Equipment Manufacturer
POC	Point of Contact
PRR	Priority Repair Request
QA	Quality Assurance
RA	Requisitioning Authority
SOW	Statement of Work
TA	Technical Authority

TAA	Technical Airworthiness Authority
TAM	Technical Airworthiness Manual
TAT	Turn Around Time
TC	Transport Canada

## 2.0 APPLICABLE DOCUMENTS

- 2.1 The following publications support this SOW. In the event of conflicts between the documents referenced below and the content of the SOW, the SOW takes precedence.

Publication Identifier	Publication Title
A-LM-184-001/JS-001	Special Instructions Repair and Overhaul Contractors
C-05-005-001/AG-001	Technical Airworthiness Manual
C-05-005-P04/AM-001	Aircraft Maintenance Record Set
C-05-005-P09/AM-001	Maintenance Program – Implementation – Support Activities
C-12-142-000/MN-001	CT142 Dash 8 Structural Inspection Schedule
C-12-142-000/MN-006	CT142 Aircraft Structural Repair Manual
C-12-142-000/MF-002	CT142 Aircraft Maintenance Manual
C-12-142-000/MY-002	CT142 Aircraft Illustrated Parts Manual
CFTO C-12-142-000/MN-001	Canadian Forces Technical Order
PSM 1-8-7	Dash 8 Series 100 Maintenance Program Manual
PSM 1-8-7TC	Dash 8 Series 100 Maintenance Program Manual

## 3.0 SCOPE OF WORK

- 3.1 DND requires a 5-year (Repeat) Structural Inspection and Repair of the RCAF's fleet of four CT142 Dash 8 aircraft, which are coming due on the following dates:

CT142804 – 31 July 2014;  
 CT142803 – 13 October 2014;  
 CT142805 – 08 February 2016; and  
 CT142806 – 05 July 2016.

- 3.2 The Contractor must perform the in-plant inspection and repair of all CT142 Dash 8 Aircraft.

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- 3.3 The Contractor must perform in-plant inspection and repair of CT142 Dash 8 Aircraft components and associated equipment, where required (AWRs by Task Authorizations only).
- 3.4 The Contractor must perform in-plant embodiment of approved modifications, where required.
- 3.5 The Contractor must perform in-plant equipment reduction to spares when authorized.
- 3.6 The Contractor must perform Quality Control Management.
- 3.7 The Contractor must ensure the submissions of reports at regular intervals and on request.
- 3.8 The TAT for completion the Work detailed in this SOW must not exceed 45 calendar days, unless otherwise authorized by the TA. Any difficulty in accomplishing this TAT must be reported to the TA through the Contractor POC so that other repair and/or supply arrangements can be made if necessary. TAT is measured from induction of the aircraft at the Contractor's facility to the time the aircraft leaves the Contractor's facility en route to 402 Sqn.

#### 4.0 AIRWORTHINESS REQUIREMENTS

- 4.1 At all times during the performance of the Contract, the Contractor must be a TC AMO with the following ratings:
- a. Aircraft (Non-specialized) rating for Dash 8 100 Series Aircraft;
  - b. Structural (Specialized) rating that includes both Sheet Metal and Composite Structures; and
  - c. NDT (Specialized) rating that includes all NDT techniques consistent with the deHavilland Dash 8 Series 100 Non-destructive Testing Manual (PSM 1-8-7A).

**Note:** 4.1 c may be subcontracted to a TC AMO holding an NDT rating that includes all NDT techniques consistent with the deHavilland Dash 8 Series 100 Nondestructive Testing Manual (PSM 1-8-7A). The Contractor must submit all Subcontractor AMO certificates to verify compliance to 3.1.1 c.

#### 4.2 CF/DND Airworthiness Program Requirements

- 4.2.1 Within 1 week after contract award, the Contractor must apply directly to the TA for recognition in accordance with TAM 1.4.2.S1.2.b. The Contractor must complete and submit a TAA recognition survey as directed by the TA.
- 4.2.2 The Contractor must obtain provisional recognition from the TAA prior to commencing airworthiness related activities. Subcontractors who perform airworthiness activities may or may not be subject to accreditation/recognition directly by the TAA. In cases where the TAA has elected not to recognize Subcontractors, the Contractor is required to provide oversight on those Subcontractors conducting airworthiness activities in order to verify the Subcontractor's compliance to the airworthiness requirements within this document.
- 4.2.3. Within 2 weeks of contract award, DND will conduct an initial Technical Airworthiness Management meeting to determine the requirements for obtaining full TAA recognition. The TAA staff will also provide direction on the provisioning of the Contractor's DAS.

- 4.2.4 Within 3 months after contract award, the Contractor must submit a DAS to the TA. The DAS must describe:
- i. how the Contractor's civilian policy will be leveraged to satisfy the requirements in TAM 1.4.2. annex C;
  - ii. additional policy to satisfy requirements within TAM 1.4.2. annex C not covered within the Contractor's MPM; and
  - iii. the incorporation of military specific forms/tags used to certify and record maintenance activities.
- 4.2.5 In order to maintain recognition, the Contractor must ensure the DAS meets the requirements of the TAM. The Contractor must update the DAS when instructed by TAA staff. The Contractor is required to meet the latest version of the TAM.

**Note:** DND will provide the Contractor with a copy of the TAM.

- 4.2.6 The Contractor must obtain full organizational recognition from the TAA within 12 months after provisional recognition. Once recognized by the TAA, the Contractor must maintain this status for the duration of the Contract.

**Note:** Recognition requirements are identified in the TAM. Recognized organizations generally benefit from leveraging on their approved civilian policy under the authority of the TAA.

#### 4.3 Contractor Maintenance Policy Manual

The Contractor must submit their TC-approved MPM and TC approval certificate(s) to prove compliance to 4.1. The Contractor must inform the TA whenever a Contractor's or Subcontractor's MPM or TC approval Certificate has been changed or updated. At the request of the TA, the Contractor must submit the Contractor's and any Subcontractor's updated MPM and/or TC approval Certificates to the TA.

#### 4.4 TAA Audits

- 4.4.1 The Contractor must provide support to TAA auditors during DND airworthiness audits. This includes, but is not limited to providing:
- a. On-site access to the audit team, including office space to conduct meetings and interviews;
  - b. Access to technician qualification and authorisation files within the AMO;
  - c. Access to work orders and other technical data generated to certify or release maintenance activities on DND CT142 aircraft and/or components; and
  - d. Technical and management staff to support TAA auditors.

**Note:** TAA staff generally schedule airworthiness audits every 30 months, however the frequency may increase or decrease depending on other factors such as the amount of civilian

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regulator oversight or flight safety incidents related to activities conducted at the Contractor's facilities.

#### 4.5 Corrective Action Plans

The Contractor must submit and implement a CAP to the TA, as directed by TAA staff, to address observations found during airworthiness audits.

#### 4.6 Tool Control

The Contractor must have tool control procedures satisfying the intent of the DND tool control program as specified the TAA advisory 2006-02, Tool Management Program.

### 5.0 TECHNICAL REQUIREMENTS

5.1 All inspections performed under this SOW must be accomplished in accordance with the latest version of CFTO C-12-142-000/MN-001 (CT142 Dash 8 Structural Inspection Schedule). DND will provide the Contractor with the current version of this publication and ensure the Contractor is included in the distribution of all subsequent updates.

5.2 All repair performed under this SOW must be accomplished in accordance with the latest version of CFTO C-12-142-000/MF-002 (Aircraft Maintenance Manual) and/or CFTO C-12-142-000/MN-006 (Aircraft Structural Repair Manual). DND will provide the Contractor with the current version of these publications and ensure the Contractor is included in the distribution of all subsequent updates.

5.3 The contractor must seek approval from the TA, via an approved AWR, prior to undertaking any corrective maintenance. As a minimum, AWR submissions must provide a detailed explanation of the reason for the additional work, the work to be performed, required parts/materials and all associated costs. The TA will provide written guidance/approval within five working days of receipt of the request.

5.4 In the event that a non-standard repair becomes necessary the contractor must contact the TA immediately and await further instructions. Non-standard repairs must not be carried out without prior approval from the TA.

5.5 All modifications performed under this SOW must be embodied in accordance with approved CFMIs. DND will provide the contractor with all relevant CFMIs.

5.6 Compliance with the CFTOs identified in paragraphs 3.3.1 and 3.3.2 and, the CFMIs associated with the modifications identified in paragraph 1.2.3.d is mandatory. Contractor compliance may be subject to random verification by the TA or a designated representative.

5.7 Upon induction at the applicable repair facility, each aircraft must undergo the following:

- a. A receipt/induction process, at which time an inventory of installed components and equipment must be conducted. The contractor must notify the TA immediately in the event that an item is not included in the shipment;
- b. Disassembly;
- c. Cleaning;

- d. Inspection;
  - e. Rework or replacement of unserviceable parts;
  - f. Embodiment of approved modifications;
  - g. Assembly;
  - h. Painting;
  - i. Testing;
  - j. Preparation for delivery; and
  - k. Final inspection by Quality Assurance Personnel.
- 5.8 Regarding rework or replacement of unserviceable parts, the following must apply. The Contractor must rework all parts not found to be BER unless directed otherwise by the TA. Replacement of parts with new or exchanged parts is neither expected nor authorized unless the part is BER. The TA may authorize replacement of parts in order to meet an urgent requirement. A part is considered to be BER if the cost of reworking the part exceeds 75 per cent of the cost of a replacement part or if an approved repair is not available. If a Life Limited Part is replaced prior to having reached its life limit, it must be replaced with a serviceable part having a remaining life equal to or greater than that of the part being replaced. The Contractor may elect to replace a part that does not meet the requirements stated above; in this case the Contractor must contact the TA for authorization.
- 5.9 For the purpose of conducting an inventory of installed components and equipment in accordance with paragraph 3.3.7.a of this SOW, all CT142 aircraft inducted at the contractor's facility will be configured in accordance with CFTO C-12-142-000/MY-002 (Aircraft Illustrated Parts Manual). In addition, DND will provide a "Departure / Acceptance Equipment Checklist", identifying readily removable articles of inventory installed on each aircraft at the time of induction. The contractor must report any inventory deviations to the TA immediately. Upon completion of the work detailed in this SOW and prior to final aircraft acceptance by DND, the contractor must ensure each delivered aircraft is configured exactly as it was received at the time of induction. The contractor must be responsible for rectifying all inventory deviations.
- 6.0 STANDARDS AND SPECIFICATIONS**
- 6.1 Any replacement part(s) installed on CT142 aircraft must be obtained from an OEM approved vendor and be accompanied by a certificate or conformance (CoC) acceptable to the TA. In accordance with the C-05-005-P09/AM-001 the following forms are deemed to be acceptable to the TA:
- a. Transport Canada Civil Aviation (TCCA) Form 24-0078, Authorized Release Certificate;
  - b. Federal Aviation Authority (FAA) Form 8130-3, Airworthiness Approval Tag;
  - c. Federal Aviation Authority (FAA) 8130-4, Export Certificate of Airworthiness;
  - d. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate;

- e. DND Form, CF 1280, Certificate of Inspection or Release, for standard and commercial parts;
- f. DoD Form 250, Materiel Inspection and Receiving Report, for standard and commercial parts;
- g. A DND Off Aircraft Maintenance Record for items that have been repaired or overhauled by a DND Maintenance Organization or a Contractor;
- h. A Contractor certificate that is deemed equivalent to the DND Off Aircraft Maintenance Record; or
- i. A packing slip or shipping document that accompanies a part or packaging/labelling, that identifies the manufacturer, the manufacturing standard and/or manufacturer's part number and model number, as applicable, and identification of the lot or batch number, and cure date/ shelf life, if applicable.

**Note:** The TA may approve alternate documentation as being an acceptable CoC.

- 6.2 The Contractor must keep the repairable items received in plant under constant review, make recommendations, and alert the TA concerning items which should be classified as having no repair potential or which deviate from the standard configuration.
- 6.3 Priority Repair Requests. The Contractor must be prepared to satisfy PRR's in an expeditious manner. If the Required Delivery Date (RDD) cannot be met, the Contractor must advise the TA for a more realistic EDD This EDD must be amended as required until the PRR is satisfied.
- 6.4 The Contractor must maintain an information database that includes build records for all material specified in this SOW. The database must be sufficiently structured to ensure traceability of all life and serial-numbered items. The Offeror must provide the TA unrestricted access to this database upon request from the TA.
- 6.5 The Contractor must appoint a Project Manager who will be the single POC between the Contractor and 402 Squadron, for all work associated with this SOW. In the event that the appointed project manager is required to step down for any reason, the contractor must immediately provide a replacement project manager who possesses equal or greater knowledge/experience to that of his predecessor.

## 7.0 TASKS

- 7.1 All tasks must be conducted in accordance with CFTO C-12-142-000/MN-001, Part 3.
- 7.2 The Contractor must perform the DND-equivalent to the following deHavilland Dash 8 Series 100 Maintenance Program Manual (PSM 1-8-7, PSM 1-8-7TC) AD, ED, CPCP and FD Tasks:

5210/51 – ED/CPCP	5530/03 – ED/CPCP
5220/51 – ED/CPCP	5530/09 – ED/CPCP
5220/52 – ED/CPCP	5530/12 – ED/CPCP
5220/53 – ED/CPCP	5710/02 – AD

5220/54 – ED	5710/04 – ED
5230/51 – ED/CPCP	5710/07 – AD
5310/03 – ED	5710/09 – ED
5310/08A(*) – FD	5710/10 – ED
5310/11 – ED/CPCP	5710/11 – ED
5310/16 – ED/CPCP	5730/08 – ED
5310/32 – ED/CPCP	5730/15 – ED
5310/33 – ED/CPCP	5750/11 – AD
5310/34 – ED/CPCP	5750/13 – AD
5510/03 – ED/CPCP	

- 7.2 The Contractor must perform AWRs (repairs) that arise as a result of the inspection package.
- 7.3 The Contractor must perform the embodiment of the DND-equivalent to the following deHavilland Dash 8 Series 100 modifications:
- a. SB 8-28-49 Rev A (ModSum 8Q902382) – Fuel – Fuel Quantity Gauging System (FQGS) – Wire Routing Segregation – Installation of a Top Hat Support between STN STN X-405 to X-424 at Y-38 – Long Range Aircraft – SFAR 88 Compliance;
  - b. SB 8-28-56 (ModSum 8Q902383) – Fuel System – Fuel Quantity Indication – Wire Routing Segregation, Installation of Dual Spacers (Long Range Aircraft) – SFAR 88;
  - c. SB 8-29-41 Rev D (ModSum 8Q101762) – Hydraulic Power – Hydraulic Tubing – Introduction of CRES Hydraulic Pressure Tubing in lieu of Aluminum Tubes in Passenger Compartment;
  - d. SB 8-29-42 (ModSum 8Q101679) – Hydraulic Power – Hydraulic Tubing – Center Wing and Empennage – Introduction of CRES Hydraulic Pressure Tubing in lieu of Aluminum Tubes;
  - e. SB 8-30-33 Rev L (ModSum 8Q100415) – Ice & Rain Protection – Wing Outboard – Relocation of De-Ice Boot Air Connection;
  - f. SB 8-57-44 Rev D (ModSum 8Q101512) – Fuel System – Fuel Tank Mechanical Design, SFAR Compliance; and
  - g. SB 8-57-45 Rev C – Wings – Replacement of Flight Spoiler Actuator Brackets.
  - h. SB 8-54-23 Rev C – Nacelles – Cold – Working to LH and RH Nacelle Lower Longeron Drain Holes for Improved Fatigue Life – Modification 8/1593
- 7.4 The Contractor must complete the Fuel System Limitation tasks FSL-02 and FSL-17 by completing the corresponding DND-equivalent Out of Sequence inspections OSI 3-1-75 and 3-1-88, upon completion of modification 7.3 (f) listed above.
- 7.5 The Contractor must complete the DND equivalent to the following deHavilland Dash 8 Series 100 Special Inspection and Rectification:
- a. SB 2-54-39 Rev A – Nacelles – Lower Longeron, Left and Right Hand Side – Special Inspection and Rectification – ModSum 8Q113006

## 8.0 DELIVERABLES

- 8.1 The Contractor must notify the TA through official correspondence each time that an aircraft has been received and inducted into the Contractor's facility.
- 8.2 The Contractor must provide weekly progress reports to the TA during the induction period of each aircraft. At a minimum, progress reports must include the following information:
- a. A list of tasks completed in accordance with CFTO C-12-142-000/MN-001;
  - b. A list of AWRs completed as approved by the TA; and
  - c. The embodiment status of all modifications identified in paragraph 1.2.3.d.
- 8.3 Upon completion of the Work detailed in Section 7 of this SOW, the Contractor must provide to the TA a Quality Assurance and Acceptance Test Plan in accordance with DID-PM-005 listing all inspections completed, repairs conducted and modifications embodied. To substantiate that all work has been carried out to the required specifications and standards, the Contractor must provide:
- a. An invoice detailing all work completed;
  - b. Maintenance release and aircraft release documentation (work orders) for all completed work in accordance with the Contractor's TC-approved Maintenance Process Manual (MPM), ensuring that said documentation provides all information/data required to maintain the DND Aircraft Maintenance Record Set as stipulated in CFTO C-05-005-P04/AM-001 (Aircraft Maintenance Record Set);
  - c. A CoC for any new component installed as part of any repair or modification indicating that the component conforms to the applicable BoC;
  - d. An on-site inspection of each aircraft to the TA or delegate confirming that all work has been completed to the required specification/standard; and
  - e. A written record of the disposal of any scrapped items to ensure they do not re-enter any supply chain.

**Note:** In order for the Contractor to achieve compliance with the above requirement DND will stipulate the precise information/data that must be included on all Contractor work orders in order to maintain the DND Aircraft Maintenance Record Set.

**Note:** If any of the components are CTAT a DND 2586 Certificate of Demilitarization is required.

## 9.0 QUALITY ASSURANCE

- 9.1 The Contractor must be ISO 9001-2008 certified or, have an equivalent Quality Management System deemed acceptable to the Director Quality Assurance.
- 9.2 In the performance of the work described herein, the Contractor must comply with a Model for Quality Assurance in Design, Development, Production, Installation and Servicing published by an approved organization, current edition at date of submission of Contractor's bid.

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- 9.3 The Contractor must ensure that all work completed under the terms of this SOW is performed in accordance with the approved QA Plan and Procedures. The successful implementation and operation of the Contractor's QA system must be subject to audit by DND/NDQAR. All of the Contractor's in-progress inspection and test results must be subject to review and audit by DND/NDQAR. NDQAR must have access to any of the Contractor's premises where any part of the work is performed.
- 9.4 The Contractor must provide for storage of DND assets as detailed in A-LM-184-001/JS-001.

## 10.0 MEETINGS

- 10.1 A minimum of one Kick-Off Meeting must be conducted a minimum of 30 days in advance of the induction of each aircraft. Representatives at the meeting must include but not be limited to the Contractor's POC, the TA and the NDQAR. Meeting agenda and minutes must be prepared in accordance with DID-PM-003 and DID-PM-004.
- 10.2 A minimum of one Survey Completion Meeting must be conducted during the induction of each aircraft, upon completion of the scope of work. Representatives at the meeting must include but not be limited to the Contractor's POC, the TA and the NDQAR. Meeting agenda and minutes must be prepared in accordance with DID-PM-003 and DID-PM-004.

## 11.0 TECHNICAL AUTHORITY

- 11.1 The Technical Authority (TA) for this requirement must be the primary point of contact for Contractor personnel and will be stated in the Contract award document.
- 11.2 All reports, deliverables, documentation and services rendered must be subject to inspection and signature (where required) by the TA or designated representatives, evaluated on the basis of suitability, quality and adherence to this SOW and any resultant tasking. All evaluations will be done within a reasonable time frame, as determined by the TA, based on the particular deliverable.
- 11.3 Should any report, document, good or service not be in accordance with the requirements of this SOW and to the satisfaction of the TA, as submitted, the TA must have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.
- 11.4 Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract must be undertaken by official correspondence through the Contracting Authority.

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**THE NEXT SECTION is APPENDIX 1 to ANNEX A - STRUCTURAL INSPECTION  
SCHEDULES - MANDATORY REQUIREMENT**

**Appendix 1 to Annex A  
CT142 5 Year (Repeat) Structural Inspection Schedule**

<b>1. ACTION</b>	<b>TIMEFRAME</b>	<b>DATES/METHOD</b>
DND provides Contractor with approved Task Authorization for induction of each aircraft into Contractor facility structural inspection.	Task Authorization for aircraft will be provided to the Contractor up to 60 calendar days prior to the expiration dates.	Contractor must induct aircraft following receipt of approved Task Authorization and prior to the following inspection aircraft expiration dates:  A/C CT142804 – 31 July 2014 A/C CT142803 – 13 October 2014 A/C CT142805 – 08 February 2016 A/C CT142806 – 05 July 2016
<b>2. ACTION</b>	<b>TIMEFRAME</b>	<b>DATES/METHOD</b>
Contractor performs inspection and modifications per the Statement of Work	Contractor must complete the structural inspection and modifications within 45 days of aircraft induction	The Contractor must provide weekly progress reports to the TA.
<b>3. ACTION.</b>	<b>TIMEFRAME</b>	<b>DATES/METHOD</b>
Contractor identifies AWRs during the course of the structural inspection	Contractor must advise DND TA when AWRs are identified. Contractor must propose solution (if available) or work with TA to identify a solution. The Contractor must provide a cost and completion date estimate for ALL requested work as authorized by the TA	DND 626 Task Authorization must be obtained from the Project Authority prior to commencement of ANY work under AWRs .
<b>4. ACTION</b>	<b>TIMEFRAME</b>	<b>DATES/METHOD</b>
AWR Completion	AWRs must be completed concurrently with the inspection wherever possible. All work including structural inspection, modifications and AWRs must be completed within 45 days of aircraft induction, unless otherwise determined by the Technical Authority by an amendment to the appropriate Task Authorization.	The Contractor must provide weekly progress reports to the TA
<b>5. ACTION</b>	<b>TIMEFRAME</b>	<b>DATES/METHOD</b>
Task Completion Meeting	Upon completion of the Structural Inspection, Modifications and AWR repairs for each aircraft.	Contractor must provide to the TA a Quality Assurance and Acceptance Test Plan in accordance with DID-PM-005 listing all inspections completed, repairs conducted and modifications embodied.

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**THE NEXT SECTION is APPENDIX 2 to ANNEX A - COMPLIANCE MARTRIX - MANDATORY SPECIFICATIONS**

**Refer to the Electronic Document Attachment on Buy and Sell.gc.ca**

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## **ANNEX B BASIS OF PAYMENT**

This Annex, when completed will be considered as the Financial Bid. Unit prices below must be firm and in Canadian funds including Canadian customs duties, excise taxes, which are to be Delivered Duty Paid (DDP), FOB destination, including offloading as indicated herein.

5-year (Repeat) Structural Inspection and Repair of the RCAF's fleet of four CT142 Dash 8 aircraft, which are coming due on the following dates:

CT142804 – 31 July 2014;  
CT142803 – 13 October 2014;  
CT142805 – 08 February 2016; and  
CT142806 – 05 July 2016.

The Contractor must perform the DND-equivalent to the following deHavilland Dash 8 Series 100 Maintenance Program Manual (PSM 1-8-7, PSM 1-8-7TC); and perform AWRs (repairs) that arise as a result of the inspection package, as and when directed by the TA; and must perform the embodiment of the DND-equivalent to the following deHavilland Dash 8 Series 100 modifications.

The Contractor must perform AWRs (repairs) that arise as a result of the inspection package only upon receiving an approved DND626 Task Authorization form indicating the Work to be performed.

All AWRs are specific to this contract, numbered consecutively as authorized by the Technical Authority prior to the contractor performing the work. The contractor must identify any impact to the schedule prior to commencing any work. The Contractor must prepare and submit a final reporting and accounting for each AWR.

The TAT for completing the Work detailed in this Statement of Work must not exceed 45 calendar days, unless otherwise authorized by the TA. Any difficulty in accomplishing this TAT must be reported to the TA through the Contractor POC so that other repair and/or supply arrangements can be made if necessary.

### Part I Firm Fixed Pricing

<b>A</b>	<b>Aircraft #1 - CT142804</b>	<b>31 July 2014</b>	<b>Firm Rates (CDN)</b>
1	Dash 8 Series 100 Structural Inspection		\$ _____
2	Dash 8 Series 100 modifications:  a) SB 8-28-49 Rev A (ModSum 8Q902382) – Fuel – Fuel Quantity Gauging System (FQGS) – Wire Routing Segregation – Installation of a Top Hat Support between STN STN X-405 to X-424 at Y-38 – Long Range Aircraft – SFAR 88 Compliance  b) SB 8-28-56 (ModSum 8Q902383) – Fuel System – Fuel Quantity Indication – Wire Routing Segregation, Installation of Dual Spacers (Long Range Aircraft) – SFAR 88  c) SB 8-29-41 Rev D (ModSum 8Q101762) – Hydraulic Power – Hydraulic Tubing – Introduction of CRES Hydraulic Pressure Tubing in lieu of Aluminum Tubes in Passenger Compartment  d) SB 8-29-42 (ModSum 8Q101679) – Hydraulic Power – Hydraulic Tubing – Center Wing and Empennage – Introduction of CRES Hydraulic Pressure Tubing in lieu of Aluminum Tubes  e) SB 8-30-33 Rev L (ModSum 8Q100415) – Ice & Rain Protection – Wing Outboard – Relocation of De-Ice Boot Air Connection  f) SB 8-57-44 Rev D (ModSum 8Q101512) – Fuel System – Fuel Tank Mechanical Design, SFAR Compliance  g) SB 8-57-45 Rev C – Wings – Replacement of Flight Spoiler Actuator Brackets  h) SB 8-54-23 Rev C – Nacelles – Cold – Working to LH and RH Nacelle Lower Longeron Drain Holes for Improved Fatigue Life – Modification 8/1593		\$ _____  \$ _____  \$ _____  \$ _____  \$ _____  \$ _____  \$ _____
	<b>Total: A</b>		\$ _____

<b>B</b>	<b>Aircraft #2 - CT142803</b>	<b>13 October 2014</b>	<b>Firm Rates (CDN)</b>
1	Dash 8 Series 100 Structural Inspection		\$ _____
2	Dash 8 Series 100 modifications:  a) SB 8-28-49 Rev A (ModSum 8Q902382) – Fuel – Fuel Quantity Gauging System (FQGS) – Wire Routing Segregation – Installation of a Top Hat Support between STN STN X-405 to X-424 at Y-38 – Long Range Aircraft – SFAR 88 Compliance  b) SB 8-28-56 (ModSum 8Q902383) – Fuel System – Fuel Quantity Indication – Wire Routing Segregation, Installation of Dual Spacers (Long Range Aircraft) – SFAR 88  c) SB 8-29-41 Rev D (ModSum 8Q101762) – Hydraulic Power – Hydraulic Tubing – Introduction of CRES Hydraulic Pressure Tubing in lieu of Aluminum Tubes in Passenger Compartment  d) SB 8-29-42 (ModSum 8Q101679) – Hydraulic Power – Hydraulic Tubing – Center Wing and Empennage – Introduction of CRES Hydraulic Pressure Tubing in lieu of Aluminum Tubes  e) SB 8-30-33 Rev L (ModSum 8Q100415) – Ice & Rain Protection – Wing Outboard – Relocation of De-Ice Boot Air Connection  f) SB 8-57-44 Rev D (ModSum 8Q101512) – Fuel System – Fuel Tank Mechanical Design, SFAR Compliance  g) SB 8-57-45 Rev C – Wings – Replacement of Flight Spoiler Actuator Brackets  h) SB 8-54-23 Rev C – Nacelles – Cold – Working to LH and RH Nacelle Lower Longeron Drain Holes for Improved Fatigue Life – Modification 8/1593		\$ _____  \$ _____  \$ _____  \$ _____  \$ _____  \$ _____  \$ _____
		<b>Total: B</b>	\$ _____

<b>C</b>	<b>Aircraft #3 - CT142805</b>	<b>08 February 2016</b>	<b>Firm Rates (CDN)</b>
1	Dash 8 Series 100 Structural Inspection		\$ _____
2	Dash 8 Series 100 modifications:  a) SB 8-28-49 Rev A (ModSum 8Q902382) – Fuel – Fuel Quantity Gauging System (FQGS) – Wire Routing Segregation – Installation of a Top Hat Support between STN STN X-405 to X-424 at Y-38 – Long Range Aircraft – SFAR 88 Compliance  b) SB 8-28-56 (ModSum 8Q902383) – Fuel System – Fuel Quantity Indication – Wire Routing Segregation, Installation of Dual Spacers (Long Range Aircraft) – SFAR 88  c) SB 8-29-41 Rev D (ModSum 8Q101762) – Hydraulic Power – Hydraulic Tubing – Introduction of CRES Hydraulic Pressure Tubing in lieu of Aluminum Tubes in Passenger Compartment  d) SB 8-29-42 (ModSum 8Q101679) – Hydraulic Power – Hydraulic Tubing – Center Wing and Empennage – Introduction of CRES Hydraulic Pressure Tubing in lieu of Aluminum Tubes  e) SB 8-30-33 Rev L (ModSum 8Q100415) – Ice & Rain Protection – Wing Outboard – Relocation of De-Ice Boot Air Connection  f) SB 8-57-44 Rev D (ModSum 8Q101512) – Fuel System – Fuel Tank Mechanical Design, SFAR Compliance  g) SB 8-57-45 Rev C – Wings – Replacement of Flight Spoiler Actuator Brackets  h) SB 8-54-23 Rev C – Nacelles – Cold – Working to LH and RH Nacelle Lower Longeron Drain Holes for Improved Fatigue Life – Modification 8/1593		\$ _____  \$ _____  \$ _____  \$ _____  \$ _____  \$ _____  \$ _____  \$ _____
		<b>Total: C</b>	\$ _____

<b>D</b>	<b>Aircraft #4 - CT142806 05 July 2016</b>	<b>Firm Rates (CDN)</b>
1	Dash 8 Series 100 Structural Inspection	\$ _____
2	Dash 8 Series 100 modifications:  a) SB 8-28-49 Rev A (ModSum 8Q902382) – Fuel – Fuel Quantity Gauging System (FQGS) – Wire Routing Segregation – Installation of a Top Hat Support between STN STN X-405 to X-424 at Y-38 – Long Range Aircraft – SFAR 88 Compliance  b) SB 8-28-56 (ModSum 8Q902383) – Fuel System – Fuel Quantity Indication – Wire Routing Segregation, Installation of Dual Spacers (Long Range Aircraft) – SFAR 88  c) SB 8-29-41 Rev D (ModSum 8Q101762) – Hydraulic Power – Hydraulic Tubing – Introduction of CRES Hydraulic Pressure Tubing in lieu of Aluminum Tubes in Passenger Compartment  d) SB 8-29-42 (ModSum 8Q101679) – Hydraulic Power – Hydraulic Tubing – Center Wing and Empennage – Introduction of CRES Hydraulic Pressure Tubing in lieu of Aluminum Tubes  e) SB 8-30-33 Rev L (ModSum 8Q100415) – Ice & Rain Protection – Wing Outboard – Relocation of De-Ice Boot Air Connection  f) SB 8-57-44 Rev D (ModSum 8Q101512) – Fuel System – Fuel Tank Mechanical Design, SFAR Compliance  g) SB 8-57-45 Rev C – Wings – Replacement of Flight Spoiler Actuator Brackets  h) SB 8-54-23 Rev C – Nacelles – Cold – Working to LH and RH Nacelle Lower Longeron Drain Holes for Improved Fatigue Life – Modification 8/1593	\$ _____  \$ _____  \$ _____  \$ _____  \$ _____  \$ _____  \$ _____
	<b>Total: D</b>	\$ _____

<b>Part I : Evaluated Total: A + B + C + D</b>	\$ _____
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**BASIS OF PAYMENT**  
**Part II - Additional Work Requirements (AWR)**

Forecasted (estimated) labour per aircraft is provided below. The quantity is an estimate only, provided in good faith for the purposes of evaluation and does not infer that all quantities for that item will be utilized or that the quantities may or may not be exceeded.

<b>BLENDED HOURLY CHARGE OUT- RATE</b>	<b>Estimated AWR</b>	<b>Firm Charge Out Rates (CDN)</b>	<b>Total Estimated Cost (CDN)</b>
<b>Aircraft #1 - CT142804 July 2014</b>	25 hours	\$ _____	\$ _____
<b>Aircraft #2 - CT142803 October 2014</b>	25 hoeurs	\$ _____	\$ _____
<b>Aircraft #3 - CT142805 February 2016</b>	25 hours	\$ _____	\$ _____
<b>Aircraft #4 - CT142806 July 2016</b>	25 hours	\$ _____	\$ _____
<b>Part II - Total</b>			\$ _____

<b>EVALUATED TOTAL</b>	
<b>Part I - Total</b>	\$ _____
<b>Part II - Total</b>	\$ _____
<b>EVALUATED TOTAL</b>	\$ _____

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**ANNEX C**  
**SIGNED TASK AUTHORIZATIONS**

Task Authorization Form DND626 - Task Authorization

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## ANNEX D AVIATION LIABILITY INSURANCE

The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.

The Aviation Liability policy must include the following:

- A. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
- B. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- C. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- D. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- E. Employees and, where applicable, Volunteers must be included as Additional Insured.
- F. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
- G. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- H. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- I. Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.
- J. Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
- K. Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
- L. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.

*Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the*

insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **AIRCRAFT HULL INSURANCE**

The Contractor must obtain Aircraft Hull Insurance including All Risks Flight and Ground coverage, and maintain it in force throughout the duration of the contract, in an amount of not less than \$\_\_\_\_\_.

The Aircraft must be insured on Agreed Value (to be determined) value basis.

The Aircraft Hull insurance policy must include the following:

a. Waiver of Subrogation: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the aircraft however caused.

b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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**ANNEX E**  
**Security Requirement Check List**

(separate PDF document)