



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
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

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
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

Title - Sujet CT 142 DASH 8 Aircraft	
Solicitation No. - N° de l'invitation W7006-16RO29/A	Date 2015-11-16
Client Reference No. - N° de référence du client W7006-16RO29	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-209-9668	
File No. - N° de dossier WPG-5-38185 (209)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-12-02	Time Zone Fuseau horaire Central Standard Time CST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Allard, Ken	Buyer Id - Id de l'acheteur wpg209
Telephone No. - N° de téléphone (204) 229-5423 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 402 SQUADRON WESTWIN Manitoba R3J0T0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement with this requirement.

1.2 Statement of Work

(i) The Department of National Defence (DND) RCAF 17 Wing has a requirement for the provision of repair, overhaul and/or hot section inspection, modification, and support services to be provided for its CT-142, PW120A Engines. Three (03) PW120A Engines for the CT-142 Dash-8 have been identified as requiring R&O services

The Contractor must adhere to the Statement of Work (SOW) at Annex A to the extent therein specified in support of the scope of work referenced in section 3.0.

(ii) The contract will be for a period from the date of award, approximately December 15, 2015 through March 31, 2016.

(iii) As per the Integrity Provisions under section 01 of *Standard Instructions 2003 and 2004*, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the *Supply Manual* for additional information on the Integrity Provisions.

(iv) For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Canadian Content

The procurement is limited to Canadian services.

PART 2 - BIDDER INSTRUCTIONS

2.1 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 (2015-09-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 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.

2.3 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:

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

"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:

- a. name of former public servant;
- b. 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.

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:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;

- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 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

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2) hard copies

Section II: Financial Bid (1) hard copies

Section III: Certifications (1) hard copies

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

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry 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

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory technical evaluation criteria detailed in Appendix 1 to Annex A of this bid solicitation.

4.1.1.2 Point Rated evaluation criteria detailed in Appendix 1 to Annex A of this bid solicitation.

4.1.2 Financial Evaluation

4.1.2.1 *Financial Evaluation Criteria - Refer to Annex B – Basis of Payment*

4.1.2.2 SACC Manual *clause A0220T (2014-06-26)*

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 150 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 200 points.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive.
3. 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.
4. 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 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. 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 equal 135 and the lowest evaluated price is \$45,000 (45).

Solicitation No. - N° de l'invitation
W7006-16R029/A

Client Ref. No. - N° de réf. du client
W7006-16R029

Amd. No. - N° de la modif.

File No. - N° du dossier
WPG-5-38185

Buyer ID - Id de l'acheteur
wpg209

CCC No./N° CCC - FMS No./N° VME

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

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6(9), Example 2, of the Supply Manual.

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive."

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

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](#)" 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Certification - Bids

5.2.3.1.1 *SACC Manual* clause [A3015T](#) Certifications – Bids (2014-06-26)

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010C (2015-0-03) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of award to 31 March 2016 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 120 days under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities**6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Ken Allard
Supply Specialist
Acquisitions-Winnipeg | Approvisionnements - Winnipeg
Public Works and Government Services Canada
Travaux publics et Services Gouvernementaux Canada
Suite 100 - 167 Lombard Avenue, Winnipeg MB R3B 0T6
Email - ken.allard@pwgsc-tpsgc.gc.ca
Tel/Tél - (204) 229-5423
Fax/Téléc - (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.

6.5.2 Project Authority

The Technical Authority for the Contract is: *(to be inserted at contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Price

SACC Manual clause C6000C (2011-0516) Limitation of Price

6.7.3 Milestone Payments

6.7.3.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 10% percent of the amount claimed and approved by Canada if:

- a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. the total amount for all milestone payments paid by Canada does not exceed 90% percent of the total amount to be paid under the Contract;
- c. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

6.7.3.2 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

6.7.4 SACC Manual Clauses

T204 - Direct Request by Customer Department
Discretionary Audit
Quality Assurance Authority (DND)

A9117C (2007-11-30)
C0705C (2010-01-11)
D5510C (2014-06-26)

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the maintenance report described in the Statement of Work article 4.0 Deliverables of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

2. The Contractor must distribute the invoices and reports as follows:

The original and two (2) copies of the invoices and maintenance reports must be forwarded to the following address for certification and payment _____: *(To be inserted at contract award)*

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

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, 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.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9.3 SACC Manual Clauses

Canadian Content Certification A3060C (2008-05-12)

6.10 Applicable Laws

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

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2015-09-03);
- (d) Annex A, Statement of Work and Appendices;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Schedule of Milestones
- (g) Annex D, Insurance Requirement
- (h) Annex E, Federal Contractors Program for Employment Equity - Certification
- (i) the Contractor's bid dated _____, as clarified on _____ or, as amended on _____

6.12 Insurance Requirement

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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.13 Defence Contract

SACC *Manual* clause A9006C (2012-07-16) Defence Contract

Solicitation No. - N° de l'invitation

W7006-16R029/A

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

W7006-16R029

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-5-38185

Buyer ID - Id de l'acheteur

wpg209

CCC No./N° CCC - FMS No./N° VME

ANNEX A

DEPARTMENT OF NATIONAL DEFENCE STATEMENT OF WORK (SOW) FOR THE PROVISION OF REPAIR & OVERHAUL SERVICES FOR THE PW120A ENGINES OF THE CT142 DASH-8

1.0 SCOPE**1.1 Purpose**

1.1.1 This Statement of Work (SOW) defines the requirements necessary to accomplish the Repair & Overhaul (R&O) of up to three (3) CT-142 Dash-8, PW120A Engines.

1.2 Background

1.2.1 The Department of National Defence (DND) has a requirement for the provision of repair, overhaul and/or hot section inspection, modification, and support services to be provided for its CT-142, PW120A Engines. Three (3) PW120A Engines for the CT-142 Dash-8 have been identified as requiring R&O services.

1.3 Terminology

1.3.1 The following abbreviations are used throughout this SOW:

AD	Airworthiness Directive
AMO	Approved Maintenance Organization
AMP	Airworthiness Management Plan
BER	Beyond Economic Repair
CF	Canadian Forces
CFMI	Canadian Forces Modification Instruction
CFTO	Canadian Forces Technical Order
CGD	Controlled Goods Directorate
CGP	Controlled Goods Program
CoC	Certificate of Conformance
DID	Data Item Description
DND	Department of National Defence
DoD	Department of Defense
EASA	European Aviation Safety Agency
EDD	Estimated Delivery Date
FAA	Federal Aviation Administration
FS	Flight Safety
IAW	In Accordance With
ISO	International Organization for Standardization
MF	Modification Leaflet
MPM	Maintenance Process Manual
MRC	Maximum Repair Cost
NDQAR	National Defence Quality Assurance Representative
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
PA	Procurement Authority
PWGSC	Public Works and Government Services Canada
P&WC	Pratt & Whitney Canada
QPM	Quality Process Manual
RA	Requisitioning Authority
RDD	Required Delivery Date

RGB	Reduction Gearbox
TA	Technical Authority
TAA	Technical Airworthiness Authority
TAM	Technical Airworthiness Manual
TAT	Turn-Around Time
TC	Transport Canada
TCCA	Transport Canada Civil Aviation

2.0 APPLICABLE DOCUMENTS

2.1 *Applicability*

2.1.1 The following documents form part of this SOW to the extent specified herein, and are supportive of the SOW when referenced in section 3.0 and beyond; all other document references are to be considered supplemental information only. Unless otherwise specified, the issue or amendments of documents effective for this SOW must be those in effect on the date of proposal submittal. In the event of a conflict between the documents referenced herein and the contents of the SOW, the contents of the SOW must take precedence.

2.2 *DND Documentation*

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-14-106-001/MN-001	Torque Signal Converter CMM PN PD9108C ATA 73-20-06
C-14-106-C00/MN-001	Fuel Control CMM PN 786391 ATA 73-21-41
C-14-106-D00/MN-001	Overspeed Governor Assembly CMM PN WG 60036 ATA 61-20-16
C-14-106-E00/MN-001	Electronic Engine Control CMM PN 789842 ATA 73-21-13
C-14-106-G00/MN-001	Gear Pump Assembly CMM PN WG 60051 ATA 61-20-20
DID AW-001	Airworthiness Management Plan (AMP)
DID AW-002	Maintenance Process Manual (MPM)

2.3 *Pratt & Whitney Documentation*

Pratt & Whitney Canada Workscope Planning Guide Manual Part #3040879
Pratt & Whitney Canada PW120A/PW121 Overhaul Manual PN 3034633 ATA 72-50-00

3.0 REQUIREMENTS

3.1 *Airworthiness Requirements*

3.1.1 Airworthiness regulatory responsibility for the CT142 has been delegated to the Technical Airworthiness Authority (TAA) by the Minister of National Defence, under the provisions of the Aeronautics Act. The work performed by the Contractor described within this SOW must be conducted under the authority of the DND airworthiness program (A-GA-005-000/AG-001), in accordance with TAA recognized Transport Canada policies and procedures, supplemented with DND specific policy approved by the TAA, if deemed applicable. The point of contact for the CT142 airworthiness issues is the TA (see para 5.2).

Note: Where this SOW indicates Transport Canada (TC) requirements, DND will accept equivalent approvals and processes that fall under foreign civil airworthiness authorities that are deemed acceptable by the TAA (FAA/EASA).

3.1.2 All aspects of the CT142 and associated components/equipment are subject to the provisions of the Technical Airworthiness Manual (TAM), CFTO C-05-005-001/AG-001. A copy of the TAM may be obtained by contacting DTAES 2-3-2, incumbent Wanda Rowan at 819-939-4782.

3.1.3 The Contractor must be a TC Approved Maintenance Organizations (AMO) with ratings for aircraft aero-engines. Organizations accredited or recognized by the TAA are also acceptable. The Contractor must be authorized by a regulatory agency (TC, DND or equivalent) for the full scope and depth of work specified under this SOW. In the event specialized work is subcontracted by the Contractor, the Contractor is responsible to ensure work is conducted by an organization approved by a recognized regulatory body for the scope and depth of work being performed. Such arrangements must be specified in writing and deemed acceptable by the TAA.

3.1.4 The Contractor must obtain and maintain recognition as a TAA acceptable organization for the scope and depth of technical authority needed to perform the full scope of work specified in this SOW. To maintain recognition as a TAA acceptable organization, the Contractor will be subject to periodic surveys and assessments to support and maintain recognition by the DND regulator. Upon request, the Contractor must provide access to company facilities, personnel, operating process and procedures, forms and records.

3.1.5 Implementation of these airworthiness requirements must be accomplished IAW the following schedule.

- a. Within one (1) week of contract award, the Contractor must contact the TA to initiate the process to achieve recognition by the DND TAA. The TA will provide the Contractor with a recognition survey to be completed by the Contractor. The survey requires the Contractor to outline how compliance to the TAM is achieved through referencing their current versions of Policy Manuals, internal procedures and work instructions. The Contractor may also be required to submit Maintenance Process Manual (MPM)/Quality Process Manual (QPM) references necessary to support the recognition process.

Contractors recognized by the DND TAA for work under a separate contract must
Note: contact the TA to determine if any further effort is required to support the scope and depth of work specified in this SOW.

- b. If the Contractor is currently recognized by the DND TAA to conduct work under a different contract, the Contractor must contact the TA to determine the requirements to become recognized for the performance of work IAW this SOW. The level of effort required supporting TAA recognition will depend on the similarity of the scope and depth of work currently recognized and will be communicated to the contractor by the TA.
- c. The contractor must amend and/or create the necessary policies and procedures to support the activities conducted under this contract based upon direction provided by the TAA. Where unique policies or processes are required to specifically address DND requirements, it is recommended that these be captured in a DND supplement to the organization's current regulator approved policy manual.
- d. Timelines for achieving full TAA recognition will be agreed upon by the contractor, the TAA and the contract TA. If deemed necessary by the TAA, an on-site audit may be required to support the recognition process. Full recognition should be achieved within 12 months of contract award.

- e. Once recognized by the TAA, the contractor must maintain this status for the duration of the contract. If the contractor leverages policies and processes established under a separate DND contract and should that contract become terminated, the contractor must continue to perform the necessary activities and maintain the required policies and procedures to support the TAA acceptability for this contract.

Note: The contractor must inform the contract TA whenever a contractor's MPM or TC approval Certificate(s) have been changed for updated. At the request of the contract TA, the contractor must submit the updated MPM and/or TC approval Certificates to the contract TA.

- 3.1.6 TAA Audits. The Contractor must provide support to TAA auditors during DND airworthiness audits. This includes, but 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; 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 regulatory oversight or flight safety incidents related to activities conducted at the contractor's facilities.

- 3.1.7 The contractor is required to submit and implement a corrective action plan (CAP) to the TA, as directed by TAA staff, to address observations found during airworthiness audits.

3.2 Quality Management Requirements

- 3.2.1 All work may be subject to Government Quality Assurance audits performed by the Director of Quality Assurance, or it's designated Quality Assurance Representative (QAR). These audits could occur at the Contractor's and/or Subcontractor's facilities or subsequent work sites.

- 3.2.2 Within forty-eight (48) hours of contract award, the Contractor must contact the QAR.

- 3.2.3 The contractor must maintain for the duration of the contract a Quality Management System acceptable to the TAA.

- 3.2.4 Industry recognized standards acceptable to the TAA include:

- a. NADCAP for specialized processes within a manufacturing organizations;
- b. AS9100 and EN9100 for AMO;
- c. ISO 9001 and equivalents as a general QMS; and
- d. AS 7103 and AS 7104 for distributors and suppliers of aviation parts.

- 3.2.5 The TAA may grant special consideration or equivalent status to organizations. Examples where this may be applicable are:

- a. civilian contractors seeking accreditation who have previously obtained compliance with another quality standard;
 - b. an organization that obtained civilian regulatory approval (i.e., TC, US FAA and JAA) status as an AMO or ADO;
 - c. a software development organization evaluated against the Capability Maturity Model (CMM) developed by the Carnegie Mellon University Software Engineering Institute, ISO 9000-3 or any other standard deemed acceptable by the TAA; and
 - d. small organizations that conduct limited airworthiness functions that may not need a full quality management system that is compliant with one of the major standards.
- 3.2.6 Submissions for special consideration or equivalent status of a different QMS must be submitted to the TAA who reserves the right to impose additional special conditions on the organization involved. Each submission will be treated on an individual basis, will be recorded by the TAA and will be subject to periodic re-evaluation.
- 3.2.7 The Contractor must retain quality control and inspection records for a period of five (5) years from the date of termination of this contract.

3.3 Technical Requirements

3.3.1 All overhaul inspections performed under this SOW are to be accomplished IAW the latest version of the PW120A/PW121 Overhaul Manual.

3.3.2 All repair and overhaul of engine components and associated equipment performed under this SOW are to be accomplished IAW the latest version of the applicable component maintenance manuals identified in paragraph 2.2.

3.3.3 All modifications performed under this SOW are to be embodied IAW:

- a. Approved Canadian Force Modification Instructions (CFMIs), provided by DND; or
- b. TC, or equivalent regulatory body, approved Service Bulletins.

3.3.4 Compliance with the maintenance manuals identified in paragraph 2.2 is mandatory. Contractor compliance may be subject to random audits by the TA or a designated representative. These audits may be remote desktop audits or may occur during DND or National Defence Quality Assurance Representative (NDQAR) visits to the Contractor's facility. The Contractor must be able to demonstrate compliance by providing objective and auditable evidence to DND/NDQAR satisfaction.

3.3.5 Under normal circumstances, the TA must identify the minimum work specification (i.e. specific repair, overhaul or hot section inspection) and minimum build requirements (i.e. modifications to be embodied) to the Contractor at a minimum of 2 weeks prior to engine induction at the Contractor's facility. This information must be conveyed in the form of a work scope planning document, specifically tailored to the engine or component being inducted.

3.3.6 It is intended that all inspections and/or modifications required by ADs will be carried out/embodied by the Contractor. In the event that the Contractor becomes aware of an AD driven inspection or modification that has not been accounted for in the TA's work scope planning document, the Contractor is to advise the TA immediately.

3.3.7 Inspections and/or modifications that the OEM recommends or that the OEM indicates are part of a minimum build specification, IAW P&WC Work scope Planning Guide Manual Part #3040879, must be authorized by the TA prior to embodiment unless the TA has included the particular inspection or modification in the work scope planning document. In cases where the warranty on the particular item would be voided by not carrying out an inspection or modification, the Contractor must request direction from the TA.

3.3.8 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.

3.3.9 The Contractor must provide a point of contact for all work associated with this SOW.

3.4 Tasks

3.4.1 The work to be performed under this SOW involves:

- a. In plant overhaul inspection of up to three (3) PW120A Engines;
- b. Quality Control Management; and
- c. Submissions of reports at regular intervals and on request.

3.5 Receipt

3.5.1 Upon receipt of DND equipment, the Contractor must:

- a. Identify the equipment and ensure authority to repair (SNAPS, RMRs);
- b. Open a work order;
- c. Carry out a physical check to ensure that the item is complete and is in accordance with the accompanying vouchers;
- d. Complete receipt documentation, including any adjustment transactions, work order number; and
- e. Action warranty material.

Note: Work order must be raised within forty-eight (48) hours of delivery to plant.

3.5.2 If the Contractor is missing any information or documentation, he must request it through the National Defence Quality Assurance Representative (NDQAR).

3.5.3 For those items where the basis of payment is other than firm fixed price, and based upon available information and/or inspection of the item, the Contractor must determine the extent of work required, prepare a cost estimate, and if cost to repair is below the maximum repair cost (MRC), proceed with the repair. Whenever cost to repair threatens to exceed the MRC, the Contractor must request authority in writing to proceed with the repair in accordance with Part 2 of A-LM-184-001/JS-001.

- 3.5.4 For those items where the cost of reworking the item exceeds seventy-five per cent (75%) of the cost of a replacement or if an approved repair disposition is not available will be considered as beyond economical repair (BER). BER items must not be reworked or replaced unless authorize by the TA.

Note: If a lifed item is scrapped, it must be replaced with a serviceable item having a life equal to or greater than remaining than that scrapped item being replaced.

- 3.5.5 Where it is impossible to determine the cost to repair, the Contractor may be granted authority by the Procurement Authority (PA) to strip the equipment so as to assess its repair and/or overhaul potential and to estimate the costs. Unless otherwise specified, and regardless of the value of the equipment, the cost of the work involved in estimating repair is chargeable to the item whether or not it is subsequently repaired.
- 3.5.6 The Contractor must carry out all service bulletins required to comply with TC's Airworthiness Directives (ADs) unless otherwise specified by the TA. In the event a minimum work specification is provided and a particular service bulletin, which is required to comply with an AD, was not specified in the minimum work specification, the Contractor must advise the TA.
- 3.5.7 The Contractor must be authorized by the TA before embodying any service bulletins which the manufacturer recommends or which the manufacturer indicates are part of a minimum build specification. The TA will indicate whether a particular service bulletin is part of the normal work scope for the affected repairable. In cases where the warranty on a particular item would be voided by not carrying out a service bulletin the Contractor must request direction from the TA.
- 3.5.8 The Contractor must embody any CF Modifications or Original Equipment Manufacturer (OEM) modification leaflets (MF) as specified in a minimum work specification for each item (to be provided by the TA if applicable) or as directed by the TA.

Note: The Contractor may elect to embody a MF that is not listed in the minimum work specification and has not been mandated by an AD. However, prior to embodiment of any such MF, the Contractor must obtain TA authorization.

- 3.5.9 The Contractor must retain quality control and inspection records for a period of five (5) years from the date of termination of this contract.

3.6 Inventory

3.6.1 For the purpose of conducting an inventory of installed items IAW paragraph 3.3.8.a of this SOW, the following configuration is to be regarded as "the norm" and any deviations from this configuration is to be reported to the TA immediately:

- a. PW120A Reduction Gearbox (RGB) Module include the following:

- i. Propeller overspeed governor;
- ii. Overspeed governor hydraulic pump; and
- iii. Chip detector.

- b. PW120A Turbomachinery Module include the following:

- i. Hydro-mechanical fuel control;
- ii. Fuel pump;
- iii. Fuel heater;
- iv. Oil pressure regulating valve;

- v. Torque signal conditioner;
- vi. Electronic engine control (EEC) and harness;
- vii. Spool speed sensors;
- viii. Inlet air temperature sensor;
- ix. Ignition exciter, cables and plugs;
- x. T6 bus bar and probes;
- xi. Chip detector; and
- xii. Fuel manifold.

3.8 Constraints

3.8.1 Newly repaired, overhauled or hot section inspected engines, upon being returned to DND custody, must be placed into storage in a preserved state. During this period, engine shipping containers will only be opened for the purpose of conducting storage inspections, as required by C-05-010-P09/AM-000, or as directed/authorized by the TA and then immediately resealed. For the purpose of repair/overhaul/hot section inspection warranty period, the standard twelve (12) month calendar limitation must not apply. The warranty period for an appropriately stored/preserved and undisturbed CT-142, PW120A engine, must be 100 hours of operation for the time of re-activation from storage.

3.9 Travel

3.9.1 There may be a requirement to travel. The travel, if applicable, must be identified in the applicable DND 626 Task and must be in accordance with the Contract. All travel must be authorized by the TA prior to its occurrence.

3.10 Meetings

3.10.1 Within two (2) weeks of contract award a kick-off meeting may be convened at a time and location that is mutually agreed upon by the TA and Contractor. Additional technical review meetings must take place on an as-and-when requested basis and must be identified in the applicable DND 626 Task.

3.10.2 When minutes of meetings are required, the Contractor must be responsible for taking them and preparing them in a format approved by the PA. The Contractor must submit the minutes to Public Works and Government Services Canada (PWGSC) or the PA as directed at the meeting, within ten (10) working days following the meeting.

4.0 DELIVERABLES

4.1 The R&O completion of up to three (3) PW120A Engines, to be carried out no later than 31 March 2016. Engines and engine components must be processed expeditiously and TAT must not exceed forty-five (45) days for each engine, unless otherwise authorized by DND. Any difficulty in accomplishing this TAT must be reported to the TA through the NDQAR so that other repair or supply arrangements can be made if necessary. The principle of first-in-first-out (FIFO) per line item must be utilized whenever possible. Turn-around-time is measured from receipt of a repairable at the Contractor's facility to the date of DND acceptance.

4.2 The Contractor must maintain and forward to the TA a record of work carried out on each engine, engine component and associated equipment which must include the following information:

- a. Detailed description of work performed;
- b. List of parts removed by serial number (where applicable);

- c. List of parts installed by serial number (where applicable);
 - d. Condition of removed parts (where applicable); and
 - e. Verification of items scrapped.
- 4.3 The Contractor must forward the following documentation to the TA upon completion of each engine repair, overhaul or hot section inspection:
 - a. A document certifying that the engine was repaired or overhauled or hot section inspected, as applicable, IAW the PW120A/PW121 Overhaul Manual;
 - b. A document certifying that all modifications were embodied IAW an approved CFMI or TC, or equivalent regulatory body, approved Service Bulletin;
 - c. The Aircraft Engine Maintenance Record (CF 357), Aircraft Equipment Major Assembly History Record (CF 357A), Component History Card (CF 358), Aircraft Major Assembly History Record (CF 359), and Major Assembly Item Replacement Record (CF 359A) must also be annotated IAW C-05-005-P04/AM-001; and
 - d. A copy of all CoCs for all replacement parts.
- 4.4 The Contractor must forward the following documentation to the TA upon completion of each engine component or associated equipment repair and overhaul:
 - a. A document certifying that the component was repaired or overhauled as applicable, IAW the applicable CFTO;
 - b. A document certifying that all modifications were embodied IAW an approved CFMI or TC, or equivalent regulatory body, approved Service Bulletin;
 - c. The Component History Card (CF 358); and
 - d. A copy of all CoCs for all replacement parts.
- 4.5 Forms CF 1057 Customer Feedback/Technical Investigation Report. The Contractor must provide the TA with a customer feedback report CF 1057 upon request. The Contractor must include the findings of the investigation, the cause, or the probable cause of failure, and the steps taken or recommended to prevent recurrence of the reported failure.
- 4.6 The Contractor must provide weekly progress reports to the TA during the inspection of each engine. At a minimum, progress reports must include the following information:
 - a. A list of tasks completed IAW PW120A/PW121 Overhaul Manual;
 - b. The embodiment status of service bulletins and CF/OEM modifications identified in paras 3.5.6 to 3.5.9; and
 - c. The subtotal cost of each maintenance action carried out.

Appendix 1 to Annex A – AIRWORTHINESS MANAGEMENT PLAN



National Défense
Defence nationale

DATA ITEM DESCRIPTION - DESCRIPTION DE DONNÉES

1. TITLE – TITRE Airworthiness Management Plan (AMP)	2. IDENTIFICATION NUMBER - NUMÉRO D'IDENTIFICATION AW- 001
3. DESCRIPTION/PURPOSE - DESCRIPTION/OBJET To describe the Contractor's plan for compliance to Technical Airworthiness Requirements.	
4. APPROVAL DATE DATE D'APPROBATION	5. OFFICE OF PRIMARY INTEREST (OPI) BUREAU DE PREMIERE RESPONSABILITÉ (BPR) 1. DIRECTORATE OF TECHNICAL AIRWORTHINESS (DTA) 2. DND TECHNICAL AUTHORITY (TA).
6. GIDEP APPLICABLE PROGRAMME D'ÉCHANGE DE DONNÉES PERTINENT	
7. APPLICATION/INTERRELATIONSHIP - APPLICATION/INTERDÉPENDANCE 1. The AMP must function as the overall plan for: a. Assuring the airworthiness of end products and services delivered in the period between contract award and the achievement of full Technical Airworthiness Authority (TAA) accreditation/recognition; b. Obtaining full TAA accreditation/recognition, including the submission of a proposed Maintenance (MPM) Process Manual; and c. Measuring progress toward achieving full TAA accreditation/recognition.	
8. ORIGINATOR - AUTEUR	9. APPLICABLE FORMS - FORMULES PERTINENTES TAM, see http://admmat.mil.ca/dgaepm/dtaes/en/technical_airworthiness_manual_e.asp
10. PREPARATION INSTRUCTIONS - INSTRUCTIONS SUR LA PRÉSENTATION DES DONNÉES	
1. In the Contractor's own format, the AMP must describe the Contractor's processes and control systems for ensuring the airworthiness of all aeronautical products and services in the period between contract award and full TAA accreditation/recognition, including, but not limited to the following: a. Maintenance Support: i. A description of the scope and depth of authority that the bidder proposes to exercise as related to the conduct of PW120A maintenance, including a list of activities that the bidder agrees must have DND Aircraft Engineering Officer (AEO) approval; ii. Responsibilities for personnel conducting airworthiness related activities; iii. Authorization system for personnel conducting maintenance certifications; iv. Eligibility criteria for personnel conducting maintenance certifications including Aircraft Release Authority (ARA), Aircraft Certification Authority (ACA), Maintenance Release Authority (MRA) and Shop Certification Authority (SCA) as applicable; v. Eligibility criteria for personnel granting authorizations to personnel conducting maintenance certifications including ARA and MRA as applicable; vi. Eligibility criteria for personnel to perform maintenance;	

- vii. A description of the approved maintenance program and schedule to be followed;
- viii. A description of the technical records proposed for use, including traceability of component histories;
- ix. A description of the process for the completion, correction and retention of technical records;
- x. A description of the process that ensures that only approved aviation replacement parts are used including procurement, materiel control and disposal; and
- xi. A description of the process to be used to enter into and sustain any maintenance support arrangements with other companies.

2. In the Contractor's own format, the AMP must describe the Contractor's concept and schedule for achieving full Technical Airworthiness Manual (TAM) compliance and full TAA accreditation/recognition within one year of contract award. The AMP must include the Contractor's plan for submitting to the TAA, an Engineering and/or Maintenance Process Manual in accordance with the requirements of the DND TAM (CFTO C-05-005-001/AG-001) within six (6) months of contract award.

Note: DTAES requires the MPM 6 months in advance of accreditation date.

3. Progress Reports on Technical Airworthiness Compliance must be submitted every two months until receipt of full TAA accreditation/recognition. The reports must track progress against the schedule provided in the Airworthiness Management Plan (AMP), identify problem areas and proposed solutions.

Note: The need to produce an AMP may not be required if the Contractor is an Original Equipment Manufacturers (OEMs) or an organisations that have been approved by a regulatory agency acceptable to the TAA (i.e., TC and US FAA) for a similar scope and depth of engineering and maintenance activities as defined in this contract. The organisation may be eligible to go through a recognition vice an accreditation process. TAA recognition is an abbreviated process for demonstrating compliance to the TAM. Eligibility for recognition will be determined based on the data provided within the bid proposal. TAA allowances for this will be discussed with the contract TA and the successful bidder at the initial Technical Airworthiness Management meeting as per Para 3.1.5 of the CT142, PW120A Engines, Engine Components and Associated Equipment SOW.

Appendix 2 to ANNEX B – MAINTENANCE PROCESS MANUAL



National Défense
Defence nationale

DATA ITEM DESCRIPTION - DESCRIPTION DE DONNÉES

1. TITLE – TITRE Maintenance Process Manual (MPM)		2. IDENTIFICATION NUMBER - NUMÉRO D'IDENTIFICATION AW-002	
3. DESCRIPTION/PURPOSE - DESCRIPTION/OBJET To describe the Contractor's Maintenance procedures and demonstrate compliance to the DND Technical Airworthiness Manual (TAM).			
4. APPROVAL DATE DATE D'APPROBATION	5. OFFICE OF PRIMARY INTEREST (OPI) BUREAU DE PREMIERE RESPONSABILITÉ (BPR)		6. GIDEP APPLICABLE D'ÉCHANGE DE DONNÉES PERTINENT
7. APPLICATION/INTERRELATIONSHIP - APPLICATION/INTERDÉPENDANCE The Draft MPM is required as part of the Contractor's undertaking to achieve TAA accreditation/recognition as an AMO. Once it has been approved by the TAA it will replace the procedural instructions contained in the Contractor's Airworthiness Management Plan (AMP)			
8. ORIGINATOR - AUTEUR		9. APPLICABLE FORMS - FORMULES PERTINENTES	
10. PREPARATION INSTRUCTIONS - INSTRUCTIONS SUR LA PRÉSENTATION DES DONNÉES 1. The Contractor's MPM must be developed to provide the information identified in the TAM Part 1, Chapter 4, paragraph 1.4.2.S1.3 and to comply with the requirements specified in the DND/CF Technical Airworthiness Program. 2. While every AMO is unique, all MPMs share the requirement to cover the following general topics upon the scope and depth of authority assigned to the organization found in TAM Part 1 Chapter 4 Annex C Appendix 1, http://admmat.mil.ca/dgaepm/dtaes/en/technical_airworthiness_manual_e.asp 3. The Draft Version must be prepared and submitted within 6 months of contract award unless authorized otherwise by TAA. The Draft Version must describe a “steady state” authorization control system. This is a description of how the organization will authorize its personnel to perform maintenance and conduct airworthiness functions <u>after</u> accreditation/recognition. 4. The Final Version must comply with the requirements of the DND/CF Technical Airworthiness Program and the TAM, and must be complied with by the Contractor in carrying out his responsibilities for Technical Airworthiness.			

Appendix 3 to ANNEX A

MANDATORY TECHNICAL CRITERIA and POINT RATED CRITERIA

REPAIR AND OVERHAUL PW120A ENGINES CT142 DASH 8 AIRCRAFT

1. All aspects of this contract are subject to the provisions of the **Repair, Overhaul, and Provision of Technical Services STATEMENT OF WORK –ANNEX A**
2. Completion and submission of this Compliance Matrix is **MANDATORY** to be considered responsive.
 - i. Bidders must record whether they meet (YES) or not meet (NO) each of the specifications.
 - ii. Bidders must provide documentation to demonstrate compliance to each mandatory criterion as identified.
 - iii. Bidders must cross reference where in their technical bid, the technical specification is located.
 - iv. Where you have indicated compliant, provide the specification being offered which meets or exceeds and cross-reference as to where the supporting documentation is found within your proposal. If there is insufficient space in the table, assign SIR # (Supplementary Information Reference) and provide the appropriate details on a separate page in your proposal. Where published supporting documentation is not available in the form of brochures, technical data sheets etc., mark in the table "certification by signature"
3. Bidder must complete the following sections: **STATUS: (M) Mandatory and (P) Point-Rated:**
 - i. (M) Mandatory Technical Requirement: Failure to meet any of the mandatory requirements addressed below will result in your proposal being deemed non-responsive and it will be given no further consideration in the evaluation process. The bidder must indicate "Yes" if compliant or "No" if non-compliant; and the bidder ***must*** list any technical deviation from the mandatory requirements herein described in the Compliance Matrix.
 - ii. (P) Point Rated Criteria: Bidder must obtain the required minimum of 150 points overall for the point rated criteria. The rating is performed on a scale of 200 points.

(M) MANDATORY TECHNICAL CRITERIA	(P) POINT RATED CRITERIA
M1 – Approved Maintenance Organization	P1 – Proposed Work Schedule and Work Commitment
M2 - Technical Air Worthiness Authority	P2 – Workforce Qualification and Experience
M3 - Technical Repair Services - Contractor Facilities	P3 - Past Experience – Technical – Engine R&O
M4 - Equipment and Tooling	P4 – Project Turn-Around-Time
M5 - Administration, Documentation, and Reporting Standards	P5 – Sub-Contracting Considerations
M6 – Quality Control and Assurance	P6 Contractor Points of Contact
M7 Workforce Qualifications and Experience (Skill R&O Labour)	
M8 Past Experience – Technical	
M9 Points of Contact	
M10 – Point Rated Criteria – Minimum Overall Score (75%) on all Criteria Combined	

(M) MANDATORY TECHNICAL CRITERIA			
	Bidder is to indicate how they meet the specifications addressed below, by recording this information in this column	In this column Bidder is to cross-reference where this technical specification is located in their technical data sheet or narrative.	COMPLIANT YES/NO
<p>M1 Approved Maintenance Organization (AMO)</p> <p>The Bidder must be a Transport Canada (TC) or equivalent (FAA, JAA, EASA, etc.) Approved Maintenance Organization with the following ratings:</p> <p>a. Aircraft (Non-specialized) rating for Dash 8 100 Series Aircraft;</p> <p>The Bidder must submit their TC approval certificate(s) to prove compliance.</p> <p><i>Failure to comply with the above will result in your proposal being deemed non-responsive and it will be given no further consideration in the evaluation process.</i></p>			
<p>M2 Technical Air Worthiness Authority (TAA)</p> <p>The Bidder must commit to obtaining and maintaining TAA recognition for the scope and depth of the airworthiness-related activities of work specified in the contract as per the CAF Technical Airworthiness Manual.</p>			
<p>M3 Technical Repair Services – Contractor Facilities</p> <p>The Bidder must be an OEM designated Pratt & Whitney overhaul facility for PW100 series engine capable of providing maintenance, repair and overhaul in accordance with the Statement of Work - Annex A and comply with the Canadian Forces Technical Orders therein identified.</p>			
<p>M4 Equipment and Tooling</p> <p>The Bidder must indicate that they have or have available to them all equipment and tooling required to undertake all maintenance, repair and overhaul of PW120A Engines (Illustrated Equipment and Tooling Manual to carry out the Scope of Work).</p>			
<p>M5 Administration. Documentation, and Reporting Standards</p> <p>The Bidder must indicate that they have capacity to provide transaction documentation, technical reports, accountability and work control for all facets aspects under the contract as requested by DND.</p>			

<p>M6 Quality Control and Assurance</p> <p>The Bidder must have an equivalent Quality Management System deemed acceptable to the Director Quality Assurance (DQA). Although ISO 9001 or AS9100C certification is desirable it is not considered essential.</p> <p>If the Bidder is ISO 9001-2008 or AS9100C certified then the submission of a copy of the quality manual is not necessary, provided that a copy of the certificate is included in the response.</p> <p>If the Bidder is not ISO 9001-2008 or AS9100C certified they must demonstrate, to the satisfaction of the DQA, compliance with ISO 9001-2008 elements (requirements).</p> <p>The Bidder must provide information regarding the quality system being used at the Bidder's facility applicable to this solicitation. The information provided must include brief statements regarding the origin of the quality system (including any standards which were utilized in the development of the system), scope of the quality system, responsibility of key individuals within the organization with respect to the quality system and method of audit (include both internal and external audits), along with an uncontrolled copy of the organization's quality manual (electronic format preferred). External audits should include both regulatory and non-regulatory organizations auditing the Bidder's quality management system.</p> <p>For the purpose of this evaluation, an external audit is considered to be one conducted by an entity other than the Bidder's regulatory agency (e.g. TC or FAA) or an entity within the Bidder's corporate structure.</p> <p>Note: The Bidder is not required to seek DQA acceptance for their equivalent Quality Management System prior to submitting the bid. If the Bidder requires DQA acceptance, the Bidder must submit their bid, including the above information, and DQA will be included during the bid evaluation for the purposes of evaluating the Bidder's equivalent Quality Management System.</p>			
<p>M7 Workforce Qualifications and Experience (Skilled R&O Labour)</p> <p>The Bidder must provide a list of qualifications and the "average" level of experience for personnel employed in each job dedicated to the repair and overhaul of PW120A Aero-Engines. Experience must be provided in years (1) employed by the Contractor and (2) employed in the repair and overhaul of aero-engines.</p> <p>For the purpose of assessing this factor the evaluation board will determine if the bidder is compliant as long as the Bidder discloses the experience level, as defined above, of at least five (5) of its technicians employed in the repair and overhaul of aero-engines.</p> <p><i>The provision of a detailed list of the experience and qualifications of the Bidder's skilled employees is required; failure to do so will render the proposal as non-responsive.</i></p>			

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<p>M8 Past Experience – Technical – Engine Repair and Overhaul</p> <p>The Bidder must detail the extent of its previous experience with respect to PW100-series engines repair and overhaul over the last three (3) years.</p> <p>For the purpose of assessing this factor the evaluation board will determine if the bidder is compliant if the Bidder has carried out repair and overhaul work on at least one (1) PW100-series engine per year, to the satisfaction of the client. The Bidder must state: the name of the client/company and their contact information, number and type of engines, induction date, and completion date.</p> <p><i>Documentation referencing the work carried out is required. Failure to do so will render the proposal as non-responsive.</i></p>			
<p>M9 Points of Contact</p> <p>The Bidder must provide a list of persons to contact for the resolution of (1) technical, (2) logistics, and (3) administrative issues. A brief description of each individual's responsibilities must be included. Where a customer or account representative will be determined after contract award, the Bidder may provide the job description and indicate the representative's position within the Bidder's organization (e.g. through the use of an organization chart) in lieu of providing the name of an individual or a list of persons.</p>			
<p>M10 Point Rated Criteria - Proposals will be evaluated on the basis of the following criteria; therefore, bidders are advised to address each area in sufficient depth to show clearly how effectively the work will be done.</p> <p>There is a minimum passing mark of 75%.</p> <p>Overall passing mark is 150 out of 200 points.</p>			

(P) POINT RATED CRITERIA

	Maximum Score	Bidder Points Scored	Bidder Response Provide cross-reference	Point Rated Scoring Grid
<p>P1 Proposed Work Schedule and Work Commitment</p> <p>The Bidder must provide a work schedule in the form of a Gantt Chart to detail how many PW120A Engine R&O Inspections will be carried out. Additional points will be awarded to Bidder if additional PW120A Engine R&O Inspections are carried out, with additional points awarded for shorter timeframes.</p> <p><i>The Bidder must include sub-contractor timeline considerations in their Gantt Chart, if applicable.</i></p> <p><i>Note: As it cannot be determined exactly when the first PW120A engine will arrive at the Bidder's facility, the Bidder must develop a Gantt Chart using a Start Date as Day 0.</i></p>	70			<p>70 Points – The Bidder provides a Gantt Chart that schedules the completion of work of three (3) PW120A Engine R&O Inspections in ninety (90) calendar days or less.</p> <p>60 Points – The Bidder provides a Gantt Chart that schedules the completion of work of two (2) PW120A Engine R&O Inspections in ninety (90) calendar days or less.</p> <p>55 Points – The Bidder provides a Gantt Chart that schedules the completion of work of three (3) PW120 Engine R&O Inspections in ninety-one (91) to one-hundred-twenty (120) calendar days.</p> <p>45 Points – The Bidder provides a Gantt Chart that schedules the completion of work of two (2) PW120 Engine R&O Inspections in ninety-one (91) to one-hundred-twenty (120) calendar days.</p> <p>10 Points – The Bidder provides a Gantt Chart that schedules the completion of work of two (2) or more PW120 Engine R&O Inspections in one-hundred-twenty-one (121) calendar days or more.</p> <p>10 Points – The Bidder provides a Gantt Chart that schedules the completion of work of one (1) PW120 Engine R&O Inspection in any time period.</p>

<p>P2 Workforce Qualifications and Experience (Skilled R&O Labour)</p> <p>The Bidder must provide the years of experience for each technician (five employees only) dedicated to the repair and overhaul of PW120A Aero-Engines. Experience must be provided in years employed in the repair and overhaul of aero-engines.</p> <p>Reference the list provided in response to M7 – Workforce Qualifications and Experience (Skilled R&O Labour), will be evaluated. For the purpose of assessing this factor the evaluation board will award points based on the average (sum of years/ # employees identified) level of experience as follows: sum of years for five (5) skilled employees.</p> <p><i>Note: This factor will be evaluated by the total level of experience of personnel utilized in order to complete the requirements of the SOW.</i></p>	45			<p>45 Points – The Bidder provides the complete qualifications and experience levels of each of the personnel involved in fulfilling the requirements of the SOW. Personnel qualifications and experience levels are acceptable. The “average” level of experience employed by the Contractor and employed in the repair and overhaul of aero-engines is five (5) years or more, each.</p> <p>35 Points – The Bidder provides the qualifications and experience levels of a majority (above 50%) of the personnel involved in fulfilling the requirements of the SOW. Personnel qualifications and experience levels are acceptable. The “average” level of experience employed by the Contractor and employed in the repair and overhaul of aero-engines is three (3) to four (4) years or more, each.</p> <p>15 Points – The Bidder provides the qualifications and experience levels of only the supervisory level personnel involved in fulfilling the requirements of the SOW. The “average” level of experience employed by the Contractor and employed in the repair and overhaul of aero-engines is one (1) to two (2) years or more, each.</p>
<p>P3 Past Experience – Technical – Engine Repair and Overhaul</p> <p>The Bidder must detail the extent of its previous experience with respect to PW100-series engines repair and overhaul over the last three (3) years, to the satisfaction of past clients.</p> <p>For the purpose of assessing this factor the evaluation board will award points based on the experience of repair and overhaul of units and the number of occurrences. The Bidder must provide the number of PW100-series engine overhauls undertaken and completed per year over the three year period, detailing the extent of client satisfaction.</p>	40			<p>40 points – Work carried out on 5 or more PW120A engines per year.</p> <p>30 points – Work carried out on 5 or more PW100 series engines per year</p> <p>15 points – Work carried out on 1 to 4 PW120A engines per year.</p> <p>5 points – Work carried out on 1 to 4 PW100 engines per year.</p>

<p>P4 Project Turn-Around-Time (TAT)</p> <p>Based on past experience, the Bidder must provide an average Turn-Around-Time (TAT) for repair and overhaul services of PW100-series aero-engines. The Bidder must present this information for the past three (3) years in reference to the list provided to P3 – Past Experience – Technical – Engine Repair and Overhaul.</p> <p><i>Note: The TAT must be defined as the period when: the component arrives at the Bidder's facility, to the time it leaves the Bidder's facility, en route to the Consignee.</i></p>	20			<p>20 Points – Average TAT is less than thirty (30) calendar days/engine</p> <p>15 Points – Average TAT is between thirty-one (31) and forty (40) calendar days/engine</p> <p>5 Points – Average TAT is between forty-one (41) and forty-four (44) calendar days/engine</p> <p>0 Points – Average TAT is forty-five (45) calendar days or more/engine</p>
<p>P5 Sub-Contracting Consideration</p> <p>The Bidder must identify all subcontractors in order to carry out work on behalf of the Contractor. In any subcontract, the Contractor is responsible for the subcontractor to the same conditions by which the Contractor is bound under the Contract.</p> <p><i>Note: The purpose of these point-rated criteria is to address the potential TAT delays that are associated to sub-contracting work. Additional points are awarded if there are no sub-contractors identified in the Bidder's proposal.</i></p>	15			<p>15 Points – The Bidder clearly states that subcontractors will not be utilized in the performance of work associated with this contract.</p> <p>10 Points – Subcontractors will be utilized and the Bidder provides detailed procedures deemed to be satisfactory in the performance of work associated with this contract.</p> <p>0 Points – Subcontractors will be utilized but the Bidder does not provide detailed procedures or the procedures are deemed to be unsatisfactory in the performance of work associated with this contract.</p>

<p>P6 Points of Contact</p> <p>The Bidder must provide a list of persons to contact for the resolution of (1) technical, (2) logistics, and (3) administrative issues. A single individual identified as the customer or account representative who has the authority to resolve such issues is preferred. A brief description of each individual's responsibilities must be included. Where a customer or account representative will be determined after contract award, the Bidder may provide the job description and indicate the representative's position within the Bidder's organization (e.g. through the use of an organization chart) in lieu of providing the name of an individual or a list of persons.</p>	10			<p>10 Points - The Bidder provides a single point of contact for all technical, logistic and administrative issues – this individual is responsible for all issues concerning the contract and is considered to be a customer or account representative. Also a brief description of the individual's responsibilities is included within the proposal.</p> <p>8 Points – The Bidder provides a list of key personnel complete with telephone and fax numbers and brief description of responsibility for the following key areas: (1) technical, (2) logistics and (3) administrative issues.</p> <p>2 Points – The Bidder provides a list of key personnel complete with telephone and fax numbers, but no description of their responsibility.</p>
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ANNEX B

BASIS OF PAYMENT

1. 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.
2. Up to three (3) PW120A Engines for the CT-142 Dash-8 have been identified as requiring R&O services. The Contractor must perform the work in accordance with the latest version of the PW120A/PW121 Overhaul Manual and Annex A-3.3 Technical Requirements.
3. The TAT for completing the Work detailed in this Statement of Work must not exceed 90 calendar days, unless otherwise authorized by the TA.
4. Forecasted (estimated) *Contractor Furnished Material (CFM)* 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.

Section 1	Description	Reference	Firm Rate/Engine	Unit of Issue	Total
1.1	Hot Set Inspection		\$	/Engine	\$
1.2	Engine Overhaul		\$	/Engine	\$
1.3	Test Cell run for Engine		\$	/Engine	\$
1.4	Test Cell run for gearbox		\$	/Engine	\$
Evaluated Total Section 1					\$

Section 2	Description	Reference	Estimated	Unit of Issue	Total
3.1	Authorized CFM, upon embodiment at laid-down cost , plus a mark-up of:		\$ 100,000.00	___%	\$
3.2.a	Blended Hourly Charge Out Rate; OR	#_____Hrs.		/Hr.	\$
3.2.b	Fixed Labour Cost per Engine (Bidder must provide estimated number of hours)	#_____Hrs.			\$
Evaluated Total Section 2					\$

FINANCIAL EVALUATION	
The Bidder's total Financial Bid will be evaluated AS follows:	
Section 1 - Inspection and Overhaul	\$
Section 2 - Contractor Furnished Material/Labour Charge-Out	\$
EVALUATED TOTAL	\$ _____

ANNEX C

SCHEDULE OF MILESTONES

(The value of each milestone will be negotiated prior to contract award)

Milestone No.	Deliverable	Firm Amount	Milestone Due Date
Milestone 1	Reference contractor Project Schedule (Gantt chart)	\$ _____	On or before _____
Milestone 2		\$ _____	_____
Milestone 3		\$ _____	_____
Milestone 4	<ul style="list-style-type: none"> ● Airworthiness Compliance Evidence and acceptance by DAR ● Final Sign off and Acceptance 	\$ _____	On or before _____

ANNEX D**AVIATION LIABILITY INSURANCE**

1. 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.
2. 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. 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.
 - g. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
 - h. Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.
 - i. 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.
 - j. Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
 - k. 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.

ANNEX E to PART 5 - BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date : _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)