



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Nova Scotia
Bid Fax: (902) 496-5016

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

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

Title - Sujet Structural Inspection Repair Prog.	
Solicitation No. - N° de l'invitation W0102-17305L/A	Date 2017-03-23
Client Reference No. - N° de référence du client W0102-17-305L	
GETS Reference No. - N° de référence de SEAG PW-\$PWA-122-5542	
File No. - N° de dossier PWA-6-77169 (122)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-05-04	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dunne, Dave	Buyer Id - Id de l'acheteur hal503
Telephone No. - N° de téléphone (902) 496-5174 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE SEE HEREIN GREENWOOD NOVA SCOTIA BOP1N0 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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pwa122
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PART 1 - GENERAL INFORMATION

1.1 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 and Additional Information: includes the certifications and additional information 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 Statement of Work, the Basis of Payment, the Technical Evaluation Criteria, the Electronic Payment Instruments, the Insurance Requirements, DND 626 Task Authorization Form and any other annexes.

1.2 Summary

Public Services and Procurement Canada (PSPC), on behalf of the Department of National Defence (DND), has a requirement for repairs and maintenance to a Cessna L-19 Bird Dog Tow aircraft under the Structural Inspection Repair Program (SIRP). The aircraft is owned by the Air Cadet League (ACL) of Canada and maintained by the Department of National Defence in support of the Air Cadet Gliding Program (ACGP). The repairs include a complete rebuild and refinish of the aircraft and the modification of a complete set of wings. The aircraft and related materials supplied by DND will be delivered to the contractor upon contract award. Upon completion of the work the aircraft will be inspected by the Inspection Authority and delivery will be made at the contractor's facility.

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)."

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

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) (<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](#) (2016-04-04) 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: 60 days

Insert: 90 days

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.

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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 FPSs 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 (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 Nova Scotia.

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 (one hard copy)
- Section III: Certifications (one hard 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) (<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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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

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

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information 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 Criteria

Proposals which do not meet all of the Mandatory Technical Requirements at the bid closing will be considered to be non-compliant and will be given no further consideration. The evaluation will only be

based on the information provided with the bid. References to Internet sites or information that is not included will not be evaluated.

The Bidder must provide literature to prove that their capability, experience and equipment complies with each and every one of the Mandatory Technical Specifications specified below. Simply stating "yes" or "compliant" will not be sufficient for the purpose of this evaluation. Failure to meet the requirements of all of the Mandatory Technical Specifications will result in the bid being declared as non-compliant.

Proof can be provided in the form of certificates, licenses or a written narrative which clearly demonstrates how the capability, equipment and personnel meet each and every one of the Mandatory Technical Specifications.

The Bidder must reference the page number and section of the submitted literature which proves their proposal complies with each and every one of the Mandatory Technical Specifications.

1.0-Mandatory Technical Criteria -Capability:

Item	Description	Reference to supporting documentation (Bid page #)
1.1	Capability to perform in house structural repairs on Cessna 305 (L-19) aircraft	
1.2	12 months experience in the provision of Cessna aircraft inspections in the last 5 years	
1.3	12 months experience in the provision of non-destructive testing on Cessna aircraft in the last 5 years	
1.4	12 months experience in the provision of Cessna aircraft repair services in the last 5 years	

2.0-Mandatory Technical Criteria- Personnel

Bidders must, as part of their bid submission, propose accredited personnel capable of performing the work. Bidders should include certificates of accreditation and applicable trade certificates.

Item	Description	Reference to supporting documentation (Bid page #)
2.1	Personnel accredited by Transport Canada, or equivalent.	

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

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 specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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" list available at the bottom of the page of the [Employment and Social](#)

Development Canada (ESDC) - Labour's website
(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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..

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

2010-08-16-Status and Availability of Resources-A3005T

5.2.3.2 Education and Experience

5.2.3.2.1 SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 - OTHER REQUIREMENTS

6.5 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.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work.

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

7.1.2 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.

7.1.2.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex E .
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(bases) and methods of payment as specified in the Contract.

3. The Contractor must provide the Technical Authority, within 7 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 "Technical" 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

7.1.2.2 Task Authorization Limit

The "Technical" Authority may authorize individual task authorizations up to a limit of \$25,000, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Technical Authority and Contracting Authority" before issuance.

7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

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.

7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

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.

The data must be submitted to the Contracting Authority no later than 14 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, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, 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 (exclusive of Applicable Taxes) 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, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.1.2.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by 14 Wing Procurement Section. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

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

7.2.1 General Conditions

[2030](#) (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of _____ to _____ (one year from award of contract).

7.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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File No. - N° du dossier
PWA-6-77169

Buyer ID - Id de l'acheteur
pwa122
CCC No./N° CCC - FMS No./N° VME

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chukwudi Chinye
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Acquisitions
Address: 1713 Bedford Row
P.O. Box 2247
Halifax, NS B3J 3C9

Telephone: 902- 496-5476
Facsimile: 902- 496-5016
E-mail address: chukwudi.chinye@pwgsc-tpsgc.gc.ca

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.

7.5.2 Project Authority

The Project Authority for the Contract is: (To be determined 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.

7.5.3 Contractor's Representative (To be completed by bidder)

Name: _____
Title: _____
Address: _____

Email: _____
Telephone: _____

7.6 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.

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid *the* firm unit price(s) in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are *included* and Applicable Taxes are extra.

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

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (**To be determined at contract award**). Customs duties are included and Applicable Taxes are extra.
2. 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. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$43,478.50**. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Schedule of Milestones

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [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. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.7.4 SACC Manual clauses

T1204 - Direct Request by Customer Department- A9117C- 2007-11-30

7.7.5 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.6 Discretionary Audit

C0705C-2010-01-11-Discretionary Audit

7.7.7 Time Verification

Time Verification-C0711C-2008-05-12

7.8 Invoicing Instructions

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. a list of all expenses;
 - d. expenditures plus pro-rated profit or fee;
 - e. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - c. a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the "Technical" Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The "Technical" Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

Each TA invoice must be supported by:

- a) Task Authorization invoices must show the reference Contract and Task numbers.
- (b) a list of all expenses, in accordance with the TA;
- (c) a copy of time sheets to support the time claimed;
- (d) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

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

7.11 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;
- (c) the general conditions (2035-2016-04-04-Higher Complexity - Services);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (g) Annex C, Insurance Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any)
- (i) the Contractor's bid dated _____, (*insert date of bid*)

7.12 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

7.13 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.14 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. For Canadian-based Contractors,

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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.

7.15 SACC Manual clause

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

ANNEX "A"

STATEMENT OF WORK

THE PROVISION OF STRUCTURAL INSPECTION REPAIR PROGRAM, REPAIRS AND WING MODIFICATIONS FOR ONE AIR CADET CESSNA L-19

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List of Acronyms

ACGP	Air Cadet Gliding Program
ACL	Air Cadet League
AME	Accredited Maintenance Engineer
AMEO	Aircraft Maintenance Engineering Officer
AMO	Aircraft Maintenance Organization
AWR	Additional Work Request
DND	Department of National Defence
PA	Procurement Authority
PWGSC	Public Works and Government Services Canada
RFP	Request for Proposal
SOW	Statement of Work
TA	Technical Authority
T&L	Travel and Lodging

1.0 SCOPE

1.1 Purpose

This Technical Statement of Work (SOW) details the requirements for a Structural Inspection Repair Program (SIRP) of one (1) Air Cadet Gliding Program (ACGP) Cessna L-19 Bird Dog Tow Aircraft, C-GBBD. This SOW also details the requirements for modification of one complete set of wings and details identified repair requirements. It also includes a complete rebuild and refinish to a fully serviceable state.

1.2 Background

The ACGP currently operates five (5) L-19 Bird Dogs (Cessna 305) in support of flying operations for the Atlantic Region Air Cadet Program. These aircraft are owned by the Air Cadet League (ACL) of Canada and are operated and maintained by the Department of National Defence (DND).

1.3 Timeline

The completed aircraft is to be accepted by DND on or before 6.5 months from delivery to contractor's site?

2.0 APPLICABLE DOCUMENTS

2.1 Documentation

The contractor shall be familiar with and refer to the following publications as required completing this task. Document reference:

1. C-12-L19-000/NM-001, L-19 Structural Inspection and Repair Program (**To be provided upon request by the contracting authority**)
2. Cessna 305 Description and Maintenance Manual (**To be provided upon request by the contracting authority**)
3. TM 55-1510-202-34P, Cessna 305 Illustrated Parts List Manual **To be provided upon request by the contracting authority**
4. Cessna L-19 ACGP Paint Scheme Final Drawings (**To be provided upon request by the contracting authority**)
5. CESSNA 305A & 305C 100 Hour/Annual Inspection Report (**To be provided upon request by the contracting authority**)

Wing modifications to be performed in accordance with Cessna drawing number 0600520, Sheets 3 & 11 (**To be provided upon request by the contracting authority**). This describes the modification of "A" model wings (2100 pounds gross weight) to "C" model (2400 pounds gross weight).

All parts used shall be confirmed as certified and traceable. Parts that are sourced as undocumented, shall meet the TCCA requirements for recertification of undocumented parts prior to installation.

Documentation of all work performed on the material covered under this SOW shall be the responsibility of the Contractor. All documentation shall be maintained and completed in accordance with the forms specified by the TA. A copy of all documentation and relevant drawings shall be provided to DND upon acceptance.

3.0 TASKS

3.1 Scope

3.1.1 The Contractor shall disassemble, inspect, repair, modify, reassemble and refinish one complete set of the ACPG L-19 (Cessna 305) wings in accordance with this SOW.

3.1.2 The Contractor shall inspect, repair, reassemble and refinish the ACPG L-19 (Cessna 305) C-GBBD in accordance with this SOW.

3.1.3 The aircraft has been fully disassembled by DND. All parts are in numerous boxes that will be delivered with the aircraft. Initial inspection has identified the repairs the Contractor shall perform. All NDT requirements have been satisfied and NDT records will be provided.

1. Lower fuselage, forward section - Replace patch located where transponder antenna is mounted (Doubler, P/N: 0611383)
2. Remove and replace Firewall P/N 0653100-5 (DND supplied)
3. Left hand side fuselage - replace skin under left hand pilot's window (P/N: 0611001-2)
4. Empennage section: replace top skin (P/N: 0612001-3), replace L/H (P/N: 0612001-1) And R/H (P/N: 0612001-2) Splice Plates
5. Fuselage section, back seat window skins (both sides), L/H P/N: 0610001-3, R/H P/N: 061001-4
6. Fuselage landing gear bulkhead, rear – bent at strut fitting R/H side.
Bulkhead assembly, landing gear, lower:
 - P/N: 1013101-1 (Plate)
 - P/N: 0613156-1 (Bulkhead)
 - P/N: 0613156 (Former)
 - P/N: 1013100-10
7. Bracket, upper aft R/H (P/N: 0613170-2)
8. Door Assembly (P/N: 0611299), Upholstery (P/N: 0610050-3)
9. Cowl Assembly, lower (P/N: 0652100-20)
10. Remove and rebuild Tail Cone Assembly (P/N: 0612001-11)
11. Forward Fuselage: Bracket Firewall Tunnel (L/H: 0653125-1), (R/H: 0653125-2) and Strip, Forward Section Fuselage: P/N: 0612000-4
12. Replace all external navigation lights (DND supplied) and landing lighting with LED lights.
13. Remove and replace all windows
 - a. 1x Windshield P/N 0313050
 - b. 1x Rear window P/N 0612134 (DND Supplied)
 - c. 2x Pilot windows P/N 0611218 (DND Supplied)
 - d. 2x Observers Windows P/N 0611158 (DND Supplied)
 - e. 4x Cabin Top front P/N 0611098-1 (DND supplied)
 - f. 2x Cabin top rear P/N 0611099-1 (DND supplied)

-
14. Replace floorboard landing gear bulkhead P/N 0613182 (DND supplied)
 15. Replace (DND supplied) Seat Rails P/N 0611134-2, 0611134-3
 16. Replace Bulkhead Fuselage P/N 0611107
 17. Other replacement parts to be supplied/sourced by Contractor
 - a. Floorboard Assy P/N 1011025-5
 - b. Reinforce Landing Gear P/N 0613105-1
 - c. Reinforce Landing Gear P/N 0613103-1
 - d. Reinforce Landing Gear P/N 0613105-2
 - e. Reinforce Landing Gear P/N 0613103-2
 - f. Skin fuselage P/N 0612001-3
 - g. Splice plate P/N 0612001-1
 - h. Splice plate P/N 0612001-3
 - i. Skin aft fuselage P/N 0612001-3
 - j. Floorboard assy. P/N 0611274
 19. A dual trim system and instrument panel is to be installed in the aircraft prior to refinishing. Instruments will be supplied by DND.
 20. Complete strip and high quality repaint to ACGP paint scheme (paint may be supplied by DND) using Cessna L-19 ACGP Paint Scheme Final Drawings. This includes complete strip and repaint of instrument panel and cabin interior.

3.1.4 The contractor shall verify serviceability of all parts, systems and components. It is expected that all parts, systems and components will be fully serviceable prior to acceptance.

3.1.5 DND has the first right to supply parts for this work. These parts may require certification to meet the applicable Transport Canada standards of airworthiness (Canadian Aviation Regulations), or equivalent, prior to installation.

3.2 Additional Work Requests.

3.2.1 As a result of the inspection, some components may be found to require additional repairs that are beyond that budgeted for within the original quote. These repairs fall under Additional Work Requests (AWRs) as **explicit approval** is required to carry out this work. No additional work can begin until a task authorization is issued.

3.2.2 If any additional hours are required to address the additional airworthiness issues which will prevent the aircraft from being completed on time, an AWR request is to be sent from the contractor to the TA via email, info copy to PA detailing:

- a) detailed digital pictures of damaged areas :
- b) AME Inspection Number
- c) part number and description
- d) quote for repairs (parts and labour) and a timeline

3.2.3 DND has reserved the rights to provide serviceable parts for approved AWRs if the parts are in stock and are available. Broken/unserviceable parts are to be disposed of by DND personnel. Shipping expenses, if required, will be incurred by DND.

3.3 Inspection Schedule

3.3.1 The Contractor shall host the TA for site visits at the Contractor's plant/facility. Unscheduled visits may be performed during normal business hours at the discretion of the technical/inspection authority. The Contractor shall also contact the TA to identify the following optimal visit opportunities and it is at the sole discretion of the TA as to whether they will perform a site visit at that time:

- a. When the fuselage repairs are complete, but prior to installation of parts/components.
- b. When the wing modification/repair is complete, but prior to installation on aircraft.
- c. When parts re-installation is in progress or finished, but prior to install of major components and wings if prior milestone site visits was not complete.
- d. When the final assembly is complete, but prior to refinishing, and
- e. When the aircraft is ready for acceptance.

3.3.2 Travel and Lodging (T&L) costs for DND visits to the Contractor will be borne by DND and will not form part of the contract.

4.0 DELIVERABLES

4.2 Work Schedule/Milestones

As part of the submission package, a proposed schedule of major activities and milestones for the contracted work shall be provided.

4.3 Progress reports

Upon initiation of the work, the Contractor shall deliver a concise project status report to the TA on a bi-weekly basis. This project status will summarize work completed in the previous two weeks supported by photographs and the work planned for the next two weeks. Any problem encountered requiring DND action should be consulted at the earliest opportunity, or during the bi-weekly reporting. This report shall be in contractor format and be delivered electronically by email. If the work is behind the outlined work schedule, these reports may be required to be provided on a weekly basis, at the sole discretion of DND. While these scheduled requirements are required, additional regular and consistent communications between the TA and the Contractor is encouraged.

4.4 Cessna L-19

4.3.1 The Contractor shall deliver the L-19 (Tail ID C-GBBD) aircraft inspected, repaired, and refinished in accordance with the requirements stated in this SOW and the applicable SIRP Inspection List.

5.0 QUALITY ASSURANCE

5.1 Airworthiness

All deliverables under this SOW shall meet the applicable Transport Canada standards of airworthiness (Canadian Aviation Regulations), or equivalent.

5.2 Annual Inspection

The aircraft will have an annual inspection carried out by the contractor prior to acceptance. To be inspected in accordance with document Cessna 305A & 305C 100 Hour/Annual Inspection Report - C-12-L19/NF-001 1997-06-20 rev 2016-06-20. The inspection shall be signed off by a qualified individual in compliance with CARS 571.11(1). Also see FAA AC43-10C

5.3 **Technical Inspection**

Upon completion of all tasks, a technical inspection will be carried out by a DND Aircraft Maintenance Engineer (AME) to ensure the aircraft, all parts, systems and components are fully serviceable and the workmanship and all deliverables have been complete. The technical inspection will be carried out on the basis reference documents and drawings. A maintenance test flight must be satisfied by an ACGP pilot. Any defects or remaining work associated with any of the tasks will be fixed locally by the Contractor before completion/acceptance, unless specifically agreed upon in writing.

6.0 **SECURITY**

6.1 **Security Standards**

Unless otherwise specified, the classification of any work performed and any documentation prepared by the Contractor shall be UNCLASSIFIED.

7.0 **LOCATION OF THE WORK**

- 7.1 **Location of Work.** The Contractor shall perform the work necessary for the task(s) at the Contractor's facility or may subcontract to alternate facilities.

The Contractor shall have approved installations and support provisions to perform the work required by repair and modification of Cessna L-19 aircraft as per CAR STD 573.08 (1) & (2).

- 7.2 **Shipping.** The aircraft parts and components will be delivered to the Contractor by DND. Upon completion/acceptance of the repaired aircraft, it will be flown or transported back by DND. These arrangements will be made by the TA.

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ANNEX "B"

BASIS OF PAYMENT

Year 1-

Scheduled Work – Table A

Column A Description Of work	Column B Unit of measurement	Column C Estimated Quantity	Column D Price per unit	Column E Extended Price Col D*Col E
Inspection/Parts Review	Per hour	60	\$ _____	\$ _____
Fuselage Repairs	Per hour	765	\$ _____	\$ _____
Wing Modification	Per hour	410	\$ _____	\$ _____
Reassembly	Per Hour	300	\$ _____	\$ _____
Painting	Per Hour	301	\$ _____	\$ _____
Total –Table A				\$ _____

Task Authorization-Unscheduled Work-Table B

Column A Description Of work	Column B Unit of measurement	Column C Estimated Quantity	Column D Price per unit	Column E Extended Price Col D*Col E
Labour for additional repairs	Per hour	175	\$ _____	\$ _____
Table B-Unscheduled Work Total				\$ _____

Total= Total Table A +Total Table B=\$ _____

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Option Year 1-

Scheduled Work – Table A

Column A Description Of work	Column B Unit of measurement	Column C Estimated Quantity	Column D Price per unit	Column E Extended Price Col D*Col E
Inspection	Per hour	25	\$ _____	\$ _____
Parts Review & Certification	Per hour	150	\$ _____	\$ _____
Repairs/Modifications	Per hour	650	\$ _____	\$ _____
Painting	Per Hour	75	\$ _____	\$ _____
Total –Table A				\$ _____

Task Authorization-Unscheduled Work-Table B

Column A Description Of work	Column B Unit of measurement	Column C Estimated Quantity	Column D Price per unit	Column E Extended Price Col D*Col E
Labour for additional repairs	Per hour	100	\$ _____	\$ _____
Table B-Unscheduled Work Total				\$ _____

Total Option Year 1= Total Table A +Total Table B=\$ _____

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Option Year 2-

Scheduled Work – Table A

Column A Description Of work	Column B Unit of measurement	Column C Estimated Quantity	Column D Price per unit	Column E Extended Price Col D*Col E
Inspection	Per hour	25	\$ _____	\$ _____
Parts Review/Certification	Per hour	150	\$ _____	\$ _____
Repairs/Modifications	Per hour	650	\$ _____	\$ _____
Painting	Per Hour	75	\$ _____	\$ _____
Total –Table A				\$ _____

Task Authorization-Unscheduled Work-Table B

Column A Description Of work	Column B Unit of measurement	Column C Estimated Quantity	Column D Price per unit	Column E Extended Price Col D*Col E
Labour for additional repairs	Per hour	100	\$ _____	\$ _____
Table B-Unscheduled Work Total				\$ _____

Total Option Year 2= Total Table A +Total Table B=\$ _____

Grand Total Amount = \$Year 1 Total +Option Year 1 Total +Option Year 2 total=\$ _____

The Grand Total amount will be considered during the evaluation of all bids received.

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ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX “D”

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General 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, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. 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.
 - f. Blanket 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.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. 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.

- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. 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*

- p. 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.

Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:

Solicitation No. - N° de l'invitation
W0102-17305L/A
Client Ref. No. - N° de réf. du client
W0102-17305L

Amd. No. - N° de la modif.
File No. - N° du dossier
PWA-6-77169

Buyer ID - Id de l'acheteur
pwa122
CCC No./N° CCC - FMS No./N° VME

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

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 \$110,000.00. The Aircraft must be insured on *Agreed 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.

Solicitation No. - N° de l'invitation
W0102-17305L/A
Client Ref. No. - N° de réf. du client
W0102-17305L

Amd. No. - N° de la modif.
File No. - N° du dossier
PWA-6-77169

Buyer ID - Id de l'acheteur
pwa122
CCC No./N° CCC - FMS No./N° VME

ANNEX “E”

DND 626 TASK AUTHORIZATION FORM

Solicitation No. - N° de l'invitation
W0102-17305L/A
Client Ref. No. - N° de réf. du client
W0102-17305L

Amd. No. - N° de la modif.
File No. - N° du dossier
PWA-6-77169

Buyer ID - Id de l'acheteur
pwa122
CCC No./N° CCC - FMS No./N° VME

ANNEX F

Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must provide quarterly Task Authorization (TA) usage reports. The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing usage reports. This is to ensure that the Limitation of Expenditure indicated for "as and when requested" Work under this Contract is not exceeded.

Each Task Authorization Usage Report must include all the completed TAs for goods and services supplied under this Contract.

Task Authorization Usage Report Submission Schedule:

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
15 January	01 October	31 December
15 April	01 January	31 March
15 July	01 April	30 June
15 October	01 July	30 September

The Contractor must provide information on each completed TA using the following format:

TA NUMBER	TA DOLLAR VALUE (GST INCLUDED)	CUMULATIVE TA DOLLAR VALUE (GST INCLUDED)	COMMENTS
Total Dollar Value of TAs for this Period:			
Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):			

[] Check this box if you are submitting a NIL **REPORT** (We have not done any business with Canada under this Contract, for this period).

SEND TO:

Chukwudi.chinye@pwgsc.gc.ca

Or

Facsimile: (902)496-5016

TASK AUTHORIZATION AUTORISATION DES TÂCHES

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat	
		Task no. – N° de la tâche	
Amendment no. – N° de la modification		Increase/Decrease – Augmentation/Réduction	
Previous value – Valeur précédente			
To – À		TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract. À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.	
Delivery location – Expédiez à			
Delivery/Completion date – Date de livraison/d'achèvement			
		_____ Date for the Department of National Defence pour le ministère de la Défense nationale	
Contract item no. N° d'article du contrat	Services	Cost Prix	
		GST/HST TPS/TVH	
		Total	
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.			
_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux			

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliqueront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.