



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**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

Title - Sujet Engine, Dash 8 Series	
Solicitation No. - N° de l'invitation T8493-170034/A	Date 2018-02-15
Client Reference No. - N° de référence du client T8493-170034	
GETS Reference No. - N° de référence de SEAG PW-\$CAG-007-26720	
File No. - N° de dossier 007cag.T8493-170034	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-03-28	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Long, Rick	Buyer Id - Id de l'acheteur 007cag
Telephone No. - N° de téléphone (873) 469-3868 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT 5455-G AIRPORT RD. S. Richmond British Columbia V7B 1B5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

11 Laurier St./11 rue Laurier

Gatineau

Québec

K1A 0S5

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Engine, Dash 8 Series One (1) Pratt & Whitney PW120A Build Spec 632 or PW121 Build Spec 717 Turbo Prop engine in accordance with the Statement of Work attached at Annex A.	T8493	T8561	1	Each	\$	XXXXXXXXXXXX	See Herein	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 SECURITY REQUIREMENTS	2
1.2 REQUIREMENT	2
1.3 DEBRIEFINGS	2
1.4 TRADE AGREEMENTS	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2 SUBMISSION OF BIDS	2
2.3 ENQUIRIES - BID SOLICITATION	3
2.4 APPLICABLE LAWS	3
PART 3 - BID PREPARATION INSTRUCTIONS	3
3.1 BID PREPARATION INSTRUCTIONS	3
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES	6
4.2 BASIS OF SELECTION	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE BID	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	8
PART 6 - RESULTING CONTRACT CLAUSES	10
6.1 SECURITY REQUIREMENTS	10
6.2 REQUIREMENT	10
6.3 STANDARD CLAUSES AND CONDITIONS	10
6.4 TERM OF CONTRACT	10
6.5 AUTHORITIES	11
6.7 PAYMENT	12
6.8 INVOICING INSTRUCTIONS	12
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	13
6.10 APPLICABLE LAWS	13
6.11 PRIORITY OF DOCUMENTS	13
6.12 INSPECTION AND ACCEPTANCE	13
6.13 LIMITATION OF CONTRACTOR'S LIABILITY FOR DAMAGES TO CANADA	14
6.14 SACC MANUAL CLAUSES	14
ANNEX "A"	15
STATEMENT OF WORK	15
ANNEX "B"	18
BID EVALUATION MATRIX	18
ANNEX "C" TO PART 5 OF THE BID SOLICITATION	22
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION	22

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements related to this procurement.

1.2 Requirement

Transport Canada has a requirement for one (1) Pratt & Whitney PW120A Build Spec 632 or PW121 Build Spec 717 Turbo Prop engine in accordance with the Statement of Work attached at Annex A.

1.2.1 Delivery Requested

While Canada requests the goods be delivered by 31 March 2018, the best delivery that can be offered by the bidder is _____ days after receipt of order (ARO).

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.

1.4 Trade Agreements

"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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

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](#) (2017-04-27) 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.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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.

2.4 Applicable Laws

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

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 copy)
- Section III: Certifications (1 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

To facilitate bid preparation and bid evaluation, Bidders should prepare and submit compliance with Mandatory and Rated Requirements using the information and template provided in the Bid Evaluation Matrix at Annex B.

Section II: Financial Bid

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

3.1.1 Exchange Rate Fluctuation

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

3.1.2 SACC Manual Clauses

C2000C Taxes – Foreign Based Contractor (2007-11-30)

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

3.1.3 Airworthiness Certification

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts must be accompanied by a packing slip that identifies the name and address of the supplier, the stock number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) and/or manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

Bidders are advised that it will be a requirement to provide with each item, supplied under the resulting Contract, a Certificate of Conformance, or certified true copies as specified herein:

1. Parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:

- a) positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
- b) either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

"I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations."

- c) identification of both the authorized signatory and the organization.

2. Parts which have an application to a civilian type certified aircraft must be supplied with a Certificate of Conformance, namely:

- a) Form One, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
- b) FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;
- c) European Aviation Safety Agency (EASA) Form 1, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or
- d) OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:

positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;

either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

"I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations".

- f) identification of both the authorized signatory and organization.

3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

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

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

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

All terms and conditions stated in this RFP including Part 6 Resulting Contract Clauses are mandatory unless otherwise indicated. **One (1) copy of Page One (1) of this RFP must be signed by the Bidder or by an authorized representative of the Bidder.** The Bidder's signature indicates acceptance of all the terms and conditions set out or referred to in this Request for Proposal.

Bidders must be aware that a proposal containing statement(s) implying that the proposal is conditional on modification of terms and conditions of the RFP (which includes Annexes and all Appendices) or containing terms and conditions that supersede the terms and conditions of the RFP will be considered non-responsive.

Bids will be evaluated solely on the information provided in each Bidder's submission.

It is the responsibility of the Bidder to obtain, from the Contracting Authority identified, any clarification of the requirement contained in the RFP prior to submitting its bid.

To facilitate bid preparation and bid evaluation, Bidders should prepare and submit compliance with Mandatory Requirements using the information and template provided in the Bid Evaluation Matrix at Annex B.

4.1.1.2 Point Rated Technical Criteria

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 should refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has been addressed.

To facilitate bid preparation and bid evaluation, Bidders should prepare and submit compliance with Rated Requirements using the information and template provided in the Bid Evaluation Matrix at Annex B.

4.1.2 Financial Evaluation

Bidders must submit their financial bid in accordance with the requirements detailed at Line Item Detail.

4.1.3 Evaluation of Price

1. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Bids will be assessed on a Delivered Duty Paid (DDP) basis. All transportation/shipping costs are to be paid by the seller, including payment of customs duties.

4.2 Basis of Selection

4.2.1 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; and
 - b. meet all mandatory criteria.
2. Bids not meeting (a) or (b) 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 40% for the technical merit and 60% 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 40%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 60%.
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.

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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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.

- a. In accordance with the Integrity Provisions and the *Ineligibility and Suspension Policy*, the following must be provided as part of the solicitation process.
 - i. Bidders, offerors or suppliers that are **corporate entities**, including those bidding as joint ventures, must provide a complete list of names of all current directors or, for a privately owned corporation, the names of the owners of the corporation.
 - ii. Bidders, offerors or suppliers bidding as **sole proprietors**, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners.

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](https://www.canada.ca/en/employment-social-development/canada/esdc-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 titled 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.

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 the Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Line Item Detail", in accordance with the Statement of Work at Annex 'A'.

6.2.1 Airworthiness Documentation

The Contractor shall provide the following airworthiness documentation, enclosed in the shipment or attached to the item: Engine technical log books and any supporting technical records, Form One or applicable equivalent authorities' certification, OEM Certificate of Conformance.

6.2.2 Incomplete Assemblies

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

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) (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

[2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before to be inserted at Contract Award.

6.4.2 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP) (Richmond, B.C., Canada) Incoterms 2000 for shipments from a commercial contractor.

6.4.3 Delivery Location

Transport Canada
Aircraft Services
5455-G Airport Rd. S.
Richmond, B.C. V7B 1B5

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Rick Long
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Aerospace Equipment Program Directorate
Address: Portage III 8C1 - 49
11 Laurier Street, Gatineau, Quebec
K1A 0S5

Telephone: 873-469-3868
Facsimile: 819-956-7173
E-mail address: Rick.Long@tpsgc-pwgsc.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.

6.5.2 Project Authority

The Project Authority for the Contract is:

(To be inserted at Contract Award)

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.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

(To be inserted at Contract Award)

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.

6.5.4 Contractor's Representative

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery Follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

6.6 Not Used

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the Contract. 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 approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Transport Canada
200 Comet Private
Ottawa, Ontario Canada

K1V 9B2

(b) One (1) copy must be forwarded electronically to the Contracting Authority identified.

6.9 Certifications and Additional Information

6.9.1 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.

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.

6.10 Applicable Laws

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

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 [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) 'Line Item Details';
- (d) Annex A, Statement of Work;
- (e) Annex B, Bid Evaluation Matrix;
- (f) the Contractor's bid dated (to be inserted at Contract Award).

6.12 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be 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.

6.13 Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to Contract Value. This limitation of the Contractor's liability does not apply to:
 - a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

6.14 SACC Manual Clauses

G1005 Insurance – No Specific Requirement (2016-01-28)

Annex A – Statement of Work (T8493-170034)

Supply of a Pratt & Whitney PW120 series engine as a spare in support of the National Aerial Surveillance Program Dash-8 aircraft

Objective

Transport Canada Aircraft Services Directorate wishes to purchase a Pratt & Whitney PW120A Build Spec 632 or a PW121 Build Spec 717 turbo prop engine as defined in the Bombardier Power Plant Build up manual PSM 1-8-10 as a “basic engine” to suit the requirements of the airframe manufacture in support of its Dash-8 (100) series operations.

Background

Transport Canada Aircraft Services Directorate provides aircraft maintenance and operations support to a variety of government departmental clients including the National Aerial Surveillance Program (NASP). The NASP is one of the main pillars of the Government of Canada's Pollution Prevention Program and utilizes two Dash-8 (100) series aircraft to enforce Canada's marine pollution prevention regulations effected under the CSA2001 and MARPOL 73/78.

The funded patrol hours flown by these aircraft have steadily increased over the years resulting in a requirement for greater aircraft availability to perform the mandate. The engines are currently on an 8000 hour overhaul cycle. The aircraft each operate in excess of 1300 hrs per year. The total of four engines operated are for the most part staggered in their overhaul frequency. Currently in order to maintain the aircraft availability while an engine is undergoing overhaul a rental engine is acquired. The aircraft is brought off line for two occasions; once to remove the engine and install the rental and a second time to remove the rental and install the returned overhauled engine. The existing process adds up to 10 days additional down time of the aircraft.

In addition there is not a spare engine should one of the existing engines become unserviceable for an unplanned reason. The time to procure a rental engine, transport to the site and install would adversely impact the mandated hours to be flown.

A spare engine to support these aircraft would reduce down time on scheduled changes and allow for a quicker return to service after an unscheduled event should one occur.

Mandatory Requirements

1. M1: The proposed engine shall have accumulated a maximum 3000hrs since new or since overhaul or the proposed engine shall have accumulated a maximum 1000hrs since a Hot Section Inspection (HSI) at half engine TBO.
2. M2: The engine date of manufacture is not more than 10 years past and last overhaul, if applicable, is within the last 60 months.
3. M3: If the condition exists where the proposed engine is between 3000 and 5000 hrs since new or overhaul and an engine 4000 hr HSI has not been completed; proof of a demonstrated Engine Condition Trend Monitoring program accurately carried out since the date of manufacturer or the last overhaul with no observable performance deterioration must be provided.
4. M4: The proposed engine shall be FAA, TC, EASA certified or combination of and will be procured only from vendors that are approved/accepted organizations to Transport Canada Airworthiness Branch, or foreign sources, which are covered by a bilateral agreement, memorandum of understanding or technical arrangement (<http://wwwapps.tc.gc.ca/saf-sec-sur/2/CAS-SAC/aooah.aspx>). The aeronautical product procured shall be received with valid release certification, conformity certification, etc., appropriate to the product and its source as required under Transport Canada advisory circular AC 571-024.
5. M5: The proposed engine shall have a complete maintenance history with record and certification for any repairs, all logs and component histories traceable to date of manufacture.
6. M6: The proposed engine shall have no outstanding Mandatory Service Bulletins or Airworthiness Directives at the time of delivery
7. M7: The proposed engine shall have acceptable recorded performance data referenced to the Pratt & Whitney Maintenance Manual No. 3034632 power assurance test charts, taken prior to last removal
8. M8: The proposed engine requires a statement guaranteeing no accidents or major incidents in its history
9. M9: The proposed engine shall be properly preserved for extended storage with a certification record

Rated Requirements

- R1. It is desirable that the proposed engine have a maximum amount of remaining service life on the Cycle Life components at time of delivery.
- R2. It is desirable that the proposed engine have a minimum amount of operating time since new (TSN) or overhaul (TSO) at time of delivery.

Glossary

HSI-Hot Section Inspection

TBO-Time between Overhaul

HP-High Pressure

LP- Low Pressure

PT -Power Turbine

HPT-High Pressure Turbine

TC- Transport Canada

FAA-Federal Aviation Administration

EASA-European Aviation Safety Agency

ANNEX B – BID EVALUATION MATRIX (T8493-170034)

Mandatory Technical Criteria

ID	Mandatory Requirement	Proof of Compliance Required from Bidder	Bidder's Response (How requirement is met)
M1	The proposed engine shall have accumulated a maximum 3000hrs since new or since overhaul or the proposed engine shall have accumulated a maximum 1000hrs since a Hot Section Inspection (HSI) at half engine TBO.	Engine Technical Log book TC Form One or FAA Form 8130 or EASA Form 1. Overhaul Technical Record Report from last Overhaul or HIS	
M2	The engine date of manufacture is not more than 10 years past and last overhaul, if applicable, is within the last 60 months.	Engine Technical Log book and or current TC Form One or FAA Form 8130 or EASA Form 1.	
M3	If the condition exists where an engine is between 3000 and 5000 hrs since new or overhaul and an engine 4000 hr HSI has not been completed; proof of a demonstrated Engine Condition Trend Monitoring program accurately carried out since the date of manufacturer or the last overhaul with no observable performance deterioration must be provided.	Records from recognized "trend monitoring program"	

M4	The proposed engine shall be FAA, TC, EASA certified or combination of and will be procured only from vendors that are approved/accepted organizations to Transport Canada Airworthiness Branch, or foreign sources, which are covered by a bilateral agreement, memorandum of understanding or technical arrangement (http://wwwapps.tc.gc.ca/saf-sec-sur/2/CAS-SAC/aooh.aspx).	Authorized_Release Certificate either a TC Form One or FAA Form 8130 or EASA Form 1 and approved/ accepted organisation.	
M5	The proposed engine shall have a complete maintenance history with record and certification for any repairs, all logs and component histories traceable to date of manufacture.	Engine Technical Log book Serialized Accessories Record	
M6	The proposed engine shall have no outstanding Mandatory Service Bulletins or Airworthiness Directives at the time of delivery	Engine Technical Log book AD compliance record Modification log	
M7	The proposed engine shall have acceptable recorded performance data referenced to the Pratt & Whitney Maintenance Manual No. 3034632 power assurance test charts and procedure, taken prior to last removal	Engine Technical Log book Other recognized recorded documentation with signed authorization	
M8	The proposed engine requires a statement guaranteeing no accidents or major incidents in its history	Vendors written statement	
M9	The proposed engine shall be properly preserved for extended storage with a certification record	Engine Technical Log or recorded documentation stating completed as per process in Pratt & Whitney Maintenance Manual NO. 3034632 with signed authorization	

Rated Technical Criteria

ID	Rated Requirement	Point Rating	Proof of Response Required from Bidder	Bidders Response
R1	R1. It is desirable that the proposed engine components have a maximum amount of remaining service life at time of delivery		Last Overhaul report or other approved technical record	
	<u>30,000 Cycle Life Components</u>	Remaining Service Life (in cycles) >12,000 (40%) = 50 pts >18,000 (60%) = 75 pts >24,000 (80%) = 150 pts >29,700 (99%) = 300 pts	Last Overhaul report or other approved technical record	
	1) HP Impeller			
	2) LP Disk			
	3) PT 1 st Stage Disk			
	4) PT 2 nd Stage Disk			
	<u>25,000 Cycle Life Component</u>	Remaining Service Life (in cycles) >10,000 (40%) = 50 pts >15,000 (60%) = 75 pts >20,000 (80%) = 150 pts >24,750 (99%) = 300 pts	Last Overhaul report or other approved technical record	
	5) LP Impeller			
	<u>15,000 Cycle Life Components</u>	Remaining Service Life (in cycles) >6,000 (40%) = 50 pts >9,000 (60%) = 75 pts >12,000 (80%) = 150 pts >14,850 (99%) = 300 pts	Last Overhaul report or other approved technical record	
	6) HP Turbine Front Cover			
	7) HP Disk			
	8) HP Turbine Rear Cover			

ID	Rated Requirement	Point Rating	Proof of Response Required from Bidder	Bidders Response
	9) Air Inter-stage Seal 10) 1 st Stage PT Blades 11) HPT Blades <u>Miscellaneous Components</u>	 Remaining Service Life (in hours) >495 hrs (33%) = 50 pts >990 hrs (66%) = 150 pts >1485 hrs (99%) = 300 pts	Technical Log Book	
R2	12) Fuel Nozzles			
	R2. It is desirable that the proposed engine have a minimum amount of operating time since new (TSN) or overhaul (TSO) at time of delivery.		Engine Technical Log Book	
	1) <u>New Engine</u> 2) <u>Overhauled Engine</u>	Between zero (0) and 3000 hrs accrued TSN = 600 pts Mid TBO HSI completed to a max + 1000 hrs accrued time = 500 pts Between 3001 and 5000 hrs accrued TSN = 300 pts >5000 hrs accrued time or N/A = 0 pts Between zero (0) and 3000 hrs accrued TSO = 500 pts Mid TBO HSI completed to a max + 1000 hrs accrued time = 400 pts Between 3001 and 5000 hrs accrued TSN = 200 pts >5000 hrs accrued time or N/A = 0 pts	Engine Technical Log Book	

ANNEX “C” to PART 5 OF THE 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 permanent full-time and/or permanent part-time employees.

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)