



**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 Safran Helicopter Engines	
Solicitation No. - N° de l'invitation M7594-193506/A	Date 2019-05-08
Client Reference No. - N° de référence du client M7594-193506	
GETS Reference No. - N° de référence de SEAG PW-\$CAG-007-27309	
File No. - N° de dossier 007cag.M7594-193506	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-06-10	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: Specified Herein Précisé dans les présentes	

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

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M7594-193506/A
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
007cag
CCC No./N° CCC - FMS No./N° VME

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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 Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

1.1.1 Phased Bid Compliance Process.

The Phased Bid Compliance Process applies to this requirement.

1.2 Summary

The Royal Canadian Mounted Police (RCMP) Air Services Branch (ASB) requires repair and overhaul services, as well as parts and components supply, engine lease, tool rental and particle analysis services for its fleet of Safran Helicopter Engines (SHE). Models included are Arriel 2B, Arriel 2B1, Arriel 2E.

This requirement includes an option to acquire the goods, services or both for alternate SHE engine Arriel models other than those identified above. The option may only be exercised by the Contracting Authority.

The period of the Contract will be for three (3) years from 01 August 2019, with the option to extend the contract by four (4) periods of one (1) year each.

As per the Integrity Provisions under section 01 of Standard *Instructions 2003*, bidders must provide a list of all owners and/or Directors and other associated information as required.

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

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

The requirement is subject to a preference for Canadian goods and/or services.

“This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.”

1.2.11 "The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.”

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](#) (2018-05-22) 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 in 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 seven (7) 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 Ontario.

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

"Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted."

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (2 hard copies)

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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 Attachment 1 to Part 3, Financial Bid Presentation Sheet.

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

(X) Canada will use the Phased Bid Compliance Process described below

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

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- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR

as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 (2017-07-31) Technical Evaluation

4.1.2.1. Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

At bid closing time, the Bidder must comply with the following mandatory technical criteria and provide the necessary documentation to support compliance. Any bid that fails to meet the following mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately.

- M1.** The Bidder must provide documentation showing that it is approved by Transport Canada to perform the repair and overhaul of the engine models and/or components in the Statement of Work at Annex 'A'.
- M2.** The Bidder must provide documentation showing that it is a Safran Helicopter Engine (SHE) approved parts supplier.
- M3.** The Bidder must provide a list of all the tools it has available for rental.
- M4.** The Bidder must provide an Engine Lease Agreement to be used under the resulting contract which must be in agreement with the clauses and conditions of the resulting contract.

4.1.3 Financial Evaluation

Bidders must submit their financial bid in accordance with Attachment 1 to Part 3, Financial Bid Presentation Sheet.

4.1.3.1 Mandatory Financial Criteria

The price of the bid will be evaluated in U.S. dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.3 Basis of Selection

4.3.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated 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 Integrity 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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

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

5.1.2.1.1 *SACC Manual* clause [A3050T](#) (2018-12-06) Canadian Content Definition

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 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.

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

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

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" 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/programs/employment-equity/federal-contractor-program.html#) 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.

5.2.3 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 TCCA 24-0078, 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) Joint Aviation Authorities (JAA) Form One, Authorized Release Certificate, signed by a JAA authorized inspector, within the two (2) years before contract award;
- d) European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or
- e) OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:

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M7594-193506/A
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
007cag
CCC No./N° CCC - FMS No./N° VME

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.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

Not Used.

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'.

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex 'A' of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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.

a) Work will be authorized by the issuance of Purchase Order (PO) by the Procurement Authority. Upon receipt of the PO and receipt of the engine or component for repair, modification or overhaul, or the goods specified in section 3.2 of the Statement of Work, the contractor must perform the work (or provide the goods) specified in the PO and list any additional work required to be performed, parts and labor as applicable. The contractor must perform only the work for which authorization has been received. Any additional work required and any recommended or optional modifications are to be reported to the Technical Authority, directions request, and formal authorization received by the Procurement Authority before proceeding with the work.

b) The Contractor must submit a cost estimate for work and an estimated completion date to the Technical Authority for approval. If the estimate includes costs for work to be performed by a vendor subcontract, the estimate must identify the subcontractor, description of the work and the cost. The Contractor will receive formal authorization from the Procurement Authority to carry out the work specified therein.

c) If, while performing the work, it is determined that the price of the work authorized will exceed the estimated price that has been authorized by the Procurement Authority, the Contractor must immediately contact the Technical Authority and proceed only if/when authorization is received by the Procurement Authority

7.1.2.1 Task Authorization Process

Note: Applies to the services as well as the supply of parts

1. The Technical Authority will request an estimate from the contractor for any work.
2. Upon receipt of the estimate request, the contractor must use its best commercial effort to provide a quote during the same business day, or within 24 hours. The quote must include the proposed total estimated cost for performing the task and a breakdown of the cost, established in accordance with the Basis of Payment specified in the Contract.
3. Based on the estimate, or the amount in the Basis of Payment, the Procurement Authority will create, and provide to the Contractor, a PO containing 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 PO will also include the applicable basis and methods of payment as specified in the contract and the required documentation as indicated in section 4.0 of the SOW.
4. The Contractor must not commence Additional Work until a PO authorized by the Procurement Authority has been received by the Contractor. The Contractor acknowledges that any Additional work performed before a PO has been received will be done at the Contractor's own risk. When an unforeseen increase in cost is determined by the Contractor, the Contractor will send the details to the Procurement Authority who will amend the PO after review with the Technical Authority. The Contractor acknowledges that any Additional Work related to such an unforeseen increase in cost (i.e. Additional Work not previously included in a PO) performed before the relevant PO has been amended to include such work will be done at the Contractor's own risk.
5. The contractor will use its reasonable commercial efforts to email a copy of the invoice to airinvoicing@rcmp-grc.gc.ca within 24 hours of shipping a part or component to RCMP.

7.1.2.2 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$100,000.00 (USD), Applicable Taxes included, inclusive of any revisions.

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

7.1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

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

"Minimum Contract Value" means 10% of initial Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.2.5 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. 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 electronically in excel format on a biannual basis to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

The Government of Canada Fiscal Year runs April 1st through March 31st. The biannual reporting periods are defined as follows:

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

An example Usage Report is included in the template to demonstrate how data is to be provided.

* The Total Estimated Cost for an Authorized Task Revision is the \$ value increase or decrease to the Authorized Task it is revising.

Usage Report Template

Authorized Task Issue Date	Authorized Task Number or Task Revision Number*	Brief Description	Start Date (MM/DD/YY)	Completion Date (MM/DD/YY)	Active Status	Total Estimated Cost (USD, excluding taxes)	Total Amount spent to date (USD, excluding taxes)
15 Sep 2015	xxxxx-01	Repair of....				\$30,000.00	\$28,000.00
20 Nov 2015	xxxxx-02	Engine rental due to...				\$80,000.00	\$20,000.00
27 Jan 2016	xxxxx-01 Revision 01	Reduced repair costs				-\$2,000.00*	
Cumulative Total for all Task Authorizations and all Reporting Periods						\$108,000.00	\$48,000.00

7.1.3 Airworthiness Documentation

The Contractor shall provide the following airworthiness documentation, enclosed in the shipment or attached to the item: OEM Certificate of Conformance and a copy of the original Authorized Release Certificate (FAA 8130-3) issued by the manufacturer.

7.1.4 Incomplete Assemblies

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

[2010C](#)(2018-06-21), General Conditions - Services (medium complexity), and

[2010A](#) (2018-06-21) General Conditions - Goods (medium complexity), 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 period of the Contract is for three (3) years from 01 August 2019.

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 four (4) additional one (1) 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

7.5 Authorities

7.5.1 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.

7.5.2 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.

7.5.3 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.

7.5.4 Contractor's Representative

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery Follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

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

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at annex "B".

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

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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 \$ *(to be inserted at Contract Award)*. 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 Method of Payment

7.7.3.1 Multiple Payments

Canada will pay the Contractor upon completion and delivery in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.7.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.7.5 Electronic Payment of Invoices – Contract (if applicable)

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)

7.8 Invoicing Instructions

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

Each invoice must be supported by:

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

AIRINVOICING@rcmp-grc.gc.ca
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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.

7.9.2 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.

7.10 Applicable Laws

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

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;
- (b) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity – Services, and 2030 (2018-06-21) General Conditions - Higher Complexity – Goods;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations (including all of its annexes, if any);
- (f) Annex C – Engine Lease Agreement;
- (g) Annex E – Electronic Payment Instruments;
- (h) the Contractor's bid dated (to be inserted at Contract Award).

7.12 Insurance

7.12.1 Contractor Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

7.12.2 Engine Lease End User Insurance

A letter of self-insurance will be provided to the Contractor to satisfy any insurance requirements for Engine Lease.

7.13 Limitation of Liability

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability", if applicable. 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.

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M7594-193506/A
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
007cag
CCC No./N° CCC - FMS No./N° VME

7.14 Inspection and Acceptance

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

Royal Canadian Mounted Police Air Services Branch

Annex A Statement of Work

For "Maintenance support and parts supply of Safran Arriel 2B, 2B1 & 2E engines."

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Royal Canadian Mounted Police Air Services Branch

1.0 Scope

1.1. Objective:

The Royal Canadian Mounted Police (RCMP) Air Services Branch (ASB) requires repair and overhaul services for its fleet of Safran Helicopter Engines (SHE). ASB also requires parts and components supply, engine lease, tool rental and particle analysis services.

1.2. Background:

The RCMP currently operates nine helicopters as part of the ASB fleet of aircraft which provides direct operational support in technical and specialized areas of airborne law enforcement, enabling front-line members to preserve the peace, uphold the law and prevent and investigate crime. The priority of ASB is to provide safe, effective and cost efficient air service to the RCMP. It supports the RCMP in maintaining peace and security for the nation by applying the highest principles of aviation safety.

1.3. Abbreviations:

RCMP	Royal Canadian Mounted Police
ASB	Air Services Branch
BER	Beyond Economical Repair
TTSN	Total Time Since New
TTSO	Total Time Since Overhaul
TCSN	Total Cycle Since New
TCSO	Total Cycle Since Overhaul
TBO	Time Between Overhaul
SHE	Safran Helicopter Engines
PSPC	Public Services and Procurement Canada
SOW	Statement of Work
CAR's	Canadian Aviation Regulations
AOG	Aircraft On Ground
LRU	Line Replaceable Unit

Royal Canadian Mounted Police Air Services Branch

2.0 Reference Documents:

2.1 Reference documents for the performance of the work by the contractor include but are not limited to:

- SHE Overhaul Manual
- SHE Maintenance Manual
- SHE Spare Parts Catalog
- SHE Maintenance Tools Catalog
- SHE Troubleshooting Manual
- SHE Service Bulletin
- SHE Service Letters

2.2 The contractor is responsible to have on hand, for the duration of the contract, the latest revision of all documentation, as per article 2.1, required to perform the requested work on the engines and components referred to in this SOW.

3.0 Requirements:

3.1 Engine and component repair, overhaul and modification

3.1.1 The contractor must perform the requested work in accordance with the latest revision of SHE manuals and documentation. The engine and components must be returned to ASB with the appropriate certification documents required under CAR's: technical record, component history card and Form One, as applicable.

3.1.2 The contractor must be able to perform Level 1, 2, 3 and 4 maintenance activities on the SHE engine models covered in this requirement. These qualifications must be maintained during the duration of the contract.

3.1.3 The work will be performed at the contractor's facility. Any work performed by a subcontractor and charged to Canada under this contract must have prior approval from the Technical Authority. Transportation to and from the subcontractor facility and its associated costs is the responsibility of the Contractor.

3.2 Supply or exchange of parts and components

3.2.1 The Contractor must only provide and use parts which are approved and listed in the SHE maintenance manuals and Spare Parts Catalogs. Parts with a Parts Manufacturer Authority (PMA) certification must not be used unless approved by the Technical Authority. Use or provision of used parts must be approved by the Technical Authority.

3.2.2 The Contractor must have a significant inventory of parts and supplies readily available to be able to respond to AOG requests, 95% of the time within 24 hours, for the engine models covered under this SOW.

3.3 Engine Lease

3.3.1 The contractor must have available for leasing the engine models covered under this requirement. The contractor must be able to deliver, under a lease, all engine models covered under this requirement to any RCMP location in Canada within 72 hours of receiving a request, 95% of the time, and within 144 hours of receiving a request 100% of the time. The leased engine will be maintained in accordance with the manufacturer's instruction and RCMP policies by

Royal Canadian Mounted Police Air Services Branch

RCMP authorized personnel. The engine supplied under this section must have enough hours remaining before the next Level 2 maintenance to provide RCMP with sufficient operating time during the expected period of the lease.

3.4 Tool Rental

3.4.1 The contractor must have on hand, and available for rent, the SHE approved tools to perform all Level 1 and Level 2 maintenance activities, and must be able to provide these tools to RCMP on a temporary rental basis within 48 hours 95% of the time. The tools must be in serviceable condition such that the maintenance task can be accomplished without damaging any parts using SHE recommended procedures.

3.5 Particle Analysis

3.5.1 The contractor must provide analysis of particles (chip) found in an engine covered under this requirement during operation by RCMP. Particles submitted by RCMP are to be sent to SHE Laboratory or an SHE approved Laboratory. A report of the analysis must be provided to RCMP within 48 hours of receipt by the contractor, along with recommendation on action to be taken, as appropriate.

3.6 Work Requirements with Estimated Utilization and Turnaround Time

3.6.1 The following table lists the required services, their estimated utilization and expected turnaround time where applicable. The estimated utilization numbers are estimates only, and should not be construed as a firm commitment on the part of Canada.

Requirement	Estimated year 1 2019	Estimated year 2 2020	Estimated year 3 2021	Estimated for 4 option years 2022-2025	Standard turnaround time (note 1)	"AOG" turn around (note 1)
Engine overhaul	Qty 1 Arriel 2B	Qty 1 Arriel 2B1	Qty 1 Arriel 2B1	Qty 1 Arriel 2B1 Qty 2 Arriel 2B Qty 2 Arriel 2E	65 calendar days	No AOG requirement (see note 2)
Supply of Parts and LRU's	As needed				3 days	24 hours
Repair and Overhaul of LRU, part, module, component or accessories	As needed				5 days	2 days
Engine Lease (all models under this requirement)	As needed				144 hours	72 hours
Tool rental	As needed				72 hours	24 hours
Particle (chip) analysis	As needed				72 hours	24 hours

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Note 1: From time of reception of the P.O. by the contractor to time ready for shipment back to RCMP ASB (business days).

Note 2: Contractor must have loaner engine available for all SHE models covered in this contract.

3.6.2 The RCMP may supply, upon the contractor's request, a forecast of upcoming maintenance events, for engines or components, requiring a shop visit with a view to improve sparing efficiency by the contractor.

3.7 Authorization

3.7.1 After reception of a request for quote by the technical authority, the contractor will provide a quote for the requested part or work. The contractor will make reasonable commercial effort to provide a quote during the same business day, but must not exceed 24 hours.

3.7.2 Upon authorization by the Procurement Authority, the contractor must provide the part or component, or perform the requested work and list any additional required work to be performed, parts and labor as applicable.

3.7.3 The contractor must submit a cost estimate for additional work and an estimated completion date to the Technical Authority for approval. If the estimate includes costs for work to be performed by a subcontractor, the estimate must identify the subcontractor, the work and the cost. The contractor will receive formal authorization from the Procurement Authority to carry out the work specified therein.

3.7.4 The contractor must perform only the work for which authorization has been received. All other work required and any recommended or optional modifications are to be reported to the Technical Authority. A formal authorization will then be provided by the Procurement Authority before the work can be performed.

3.7.5 If, while performing the work, it is determined that the price of the work authorized will exceed the estimated price that has been authorized, the contractor must immediately contact the Procurement Authority and provide details of the reason for exceeding the estimated price. The contractor must then only proceed after being authorized by the Procurement Authority.

4.0 Inspection, Deliverables and Acceptance Criteria

4.4.1 All the work performed under this requirement must be performed, recorded and certified in accordance with the Canadian Aviation Regulations and the contractor's policies and procedures approved by Transport Canada. Certification documents must accompany each part, component or engine when shipped from the contractor to RCMP ASB, and must include the date, Total Time Since New (TTSN), Total Time Since Overhaul (TTSO), Total Cycle Since New (TCSN) and Total Cycle Since Overhaul (TCSO), as applicable.

4.4.2 All work is subject to verification by the RCMP at destination. ASB may request the contractor, with two business days' notice, to provide proof of compliance with its approved policies and procedures via on-site visit prior to contract award, and at any time during the period of the contract.

4.4.3 Parts that are Beyond Economical Repair (BER) will be returned to the Technical Authority accompanied with a complete breakdown report and rational for discard.

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4.4.4 On a biweekly basis, or upon the Technical Authority's request, the contractor must submit a progress report of units in plant for maintenance, showing the percentage of work completed, findings resulting from inspection and the expected return date for each item. The report can be submitted electronically to the Technical Authority.

4.4.5 A summary report must accompany engines and components following overhaul and repair. The summary must include, as appropriate, accessories record, life limited history log, list of Airworthiness Directives and Service Bulletins incorporated, parts usage list, modification log and engine performance statement.

4.4.6 An engine provided under lease to the RCMP by the contractor must be in a serviceable condition as defined by the manufacturer's maintenance requirements and the CAR's, and meeting or exceeding the performance of the Type Certificate.

5.0 Responsibility

5.1 The RCMP ASB is responsible to provide the required documentation (Technical records, hours and cycles) with all parts, components or engines submitted to the contractor. Technical records of engines and components will be provided in a format that is compatible with ASB's maintenance tracking and recording software.

5.2 Transportation of parts, components or engines, and associated costs, between the Contractor's Facility and applicable RCMP Air Services location is the responsibility of the contractor.

5.3 Transportation of parts, components or engines, and associated costs, between the RCMP Air Services locations and the contractor's facility is the responsibility of the RCMP.

ANNEX “B” BASIS OF PAYMENT

Prices are US dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

COST ITEMS	Initial Period (3 years)	Option Periods				
		Year 4	Year 5	Year 6	Year 7	
A) BASE WORK						
1. Engine Overhaul						
At the following firm all-inclusive fixed price per Engine Model per Event. - Inclusive of all labour, equipment, parts, materials and supplies, fees, packing, overhead and profit and other related costs required to perform the Work as described in the latest amended OEM maintenance and overhaul manuals. Not inclusive of Additional Work Requirements found upon inspection.						
a) Arriel 2B	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
b) Arriel 2B1	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
c) Arriel 2E	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
B) ADDITIONAL WORK REQUIREMENTS						
2. Labour						
At the following firm all-inclusive hourly rate, inclusive of equipment, materials and supplies, fees, overhead and profit; excluding parts:						
	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
3. Parts						
At the following firm % Discount rate off OEM List.						
The Contractor must provide Canada with any further price reductions in effect as a result of special offering due to year end or surplus manufacturing runs, special job lots, sales, clearance or promotions.						
a) New Parts	TBD %	TBD %	TBD %	TBD %	TBD %	TBD %
b) Used Serviceable Parts – Overhaul Condition	TBD %	TBD %	TBD %	TBD %	TBD %	TBD %

<p>4. Exchange Parts At Contractor's Exchange Price List, not inclusive of Core charge for returned core determined to be scrap. Exchange Price List, or applicable portion thereof, to be provided by Contractor upon request.</p>															
<p>5. Core Charge When a returned core is determined by the Contractor to be scrapped, the Contractor will charge in accordance with a Price List or provide a breakdown of the cost, subject to approval by the Technical Authority. The Core Price List, or applicable portion thereof, to be provided by Contractor upon request.</p>															
<p>6. Engine Lease At the firm all-inclusive rate per aircraft flying hour indicated below. Flying hours accumulated due to an Engine Overhaul TAT not being met by the Contractor will be at no cost to Canada beginning on the 7th calendar day after the TAT.</p> <table border="1"> <tr> <td>a) Arriel 2B</td> <td>\$TBD</td> <td>\$TBD</td> <td>\$TBD</td> </tr> <tr> <td>b) Arriel 2B1</td> <td>\$TBD</td> <td>\$TBD</td> <td>\$TBD</td> </tr> <tr> <td>c) Arriel 2E</td> <td>\$TBD</td> <td>\$TBD</td> <td>\$TBD</td> </tr> </table>				a) Arriel 2B	\$TBD	\$TBD	\$TBD	b) Arriel 2B1	\$TBD	\$TBD	\$TBD	c) Arriel 2E	\$TBD	\$TBD	\$TBD
a) Arriel 2B	\$TBD	\$TBD	\$TBD												
b) Arriel 2B1	\$TBD	\$TBD	\$TBD												
c) Arriel 2E	\$TBD	\$TBD	\$TBD												
<p>7. Vendor Subcontract At the Contractor's actual cost, no markup.</p>															
<p>8. AOG Rush Surcharge The following surcharge will apply to AOG requests</p> <table border="1"> <tr> <td>\$TBD</td> <td>\$TBD</td> <td>\$TBD</td> <td>\$TBD</td> </tr> </table>				\$TBD	\$TBD	\$TBD	\$TBD								
\$TBD	\$TBD	\$TBD	\$TBD												
<p>9. Particle (chip) analysis (per event) - one event is defined as one occurrence where one or more particles (chips) are collected from one location on one engine.</p> <table border="1"> <tr> <td>\$TBD</td> <td>\$TBD</td> <td>\$TBD</td> <td>\$TBD</td> </tr> </table>				\$TBD	\$TBD	\$TBD	\$TBD								
\$TBD	\$TBD	\$TBD	\$TBD												

Solicitation No. - N° de l'invitation
M7594-193506/A
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur
007cag
CCC No./N° CCC - FMS No./N° VME

ANNEX “C” Engine Lease Agreement (to be inserted at Contract Award)

ANNEX “D” 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)

ANNEX “E” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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)

ATTACHMENT 1 to PART 3 FINANCIAL BID PRESENTATION SHEET

The Bidder must submit one firm all-inclusive unit price or rate, as indicated, in the space provided for all cost items, (except Exchange Parts, Cores Charge, and Vendor Subcontract), for the Initial Period and Option Periods in accordance with this financial bid sheet. All costs must be incorporated into the indicated cost items. Additional fees or cost items will not be accepted.

Prices must be in US dollars (USD), Applicable Taxes excluded, Canadian customs duties and excise taxes included.

A) BASE WORK									
1. Engine Overhaul									
At the following firm all-inclusive fixed price per Engine Model per Event. - Inclusive of all labour, equipment, parts, materials and supplies, fees, packing, overhead and profit and other related costs required to perform the Work as described in the latest amended OEM maintenance and overhaul manuals. Not inclusive of Additional Work Requirements found upon inspection.									
COST ITEMS	a) Estimated Volume* (initial period)	b) Initial Period (3 years)	c) Estimated Volume* (Year 4)	d) Option 1 (Year 4) Price	e) Estimated Volume* (Year 5)	f) Option 2 (Year 5) Price	Continued below		
1) Arriel 2B	1	\$	1	\$	1	\$			
2) Arriel 2B1	2	\$	1	\$	1	\$			
3) Arriel 2E	1	\$	1	\$	1	\$			
COST ITEMS	g) Estimated Volume* (Year 6)	h) Option 3 Price (Year 6)	i) Estimated Volume* (Year 7)	j) Option 4 Price (Year 7)	Total Price for each Cost Item (calculated as indicated in the formula) \$ (a*b) + (c*d) + (e*f) + (g*h) + (i*j)				
1) Arriel 2B	1	\$	1	\$	\$				
2) Arriel 2B1	1	\$	1	\$	\$				
3) Arriel 2E	1	\$	2	\$	\$				

B) ADDITIONAL WORK REQUIREMENTS

2. Labour

At the following firm all-inclusive hourly rate, inclusive of equipment, materials and supplies, fees, overhead and profit; excluding parts:

a) Estimated Volume* (initial period)	b) Initial Period Hourly Rate (3 years)	c) Estimated Volume* (Year 4)	d) Option 1 Hourly Rate (Year 4)	e) Estimated Volume* (Year 5)	f) Option 2 Hourly Rate (Year 5)	Continued below
3000	\$	1000	\$	1000	\$	
g) Estimated Volume* (Year 6)	h) Option 3 Hourly Rate (Year 6)	i) Estimated Volume* (Year 7)	j) Option 4 Hourly Rate (Year 7)	Total Price for each Cost Item (calculated as indicated in the formula) \$ (a*b) + (c*d) + (e*f) + (g*h) + (i*j)		
1000	\$	1000	\$	\$		

3. Parts

At the following firm % Discount rate off OEM List.

The Contractor must provide Canada with any further price reductions in effect as a result of special offering due to year end or surplus manufacturing runs, special job lots, sales, clearance or promotions.

COST ITEMS	a) Estimated Volume* (initial period)	b) Initial Period (3 years) discount	c) Estimated Volume* (Year 4)	d) Option 1 (Year 4) Discount %	e) Estimated Volume* (Year 5)	f) Option 2 (Year 5) Discount %	Continued below
1) New Parts	\$600,000	%	\$200,000	%	\$200,000	%	
2) Used - Serviceable Parts – Overhaul Condition	\$300,000	%	\$100,000	%	\$100,000	%	
COST ITEMS	g) Estimated Volume* (Year 6)	h) Option 3 Discount % (Year 6)	i) Estimated Volume* (Year 7)	j) Option 4 Discount % (Year 7)	Total Price for each Parts Cost Item (calculated as indicated in the formula) = \$ ((a*(1-b)) + ((c*(1-d)) + ((e*(1-f)) + ((g*(1-h)) + ((i*(1-j))		
1) New Parts	\$200,000	%	\$200,000	%	\$		
2) Used - Serviceable Parts – Overhaul Condition	\$100,000	%	\$100,000	%	\$		

4. Exchange Parts At Contractor's Exchange Price List, not inclusive of a core charge. Exchange Price List, or applicable portion thereof, to be provided by Contractor upon request.									
5. Cores Charge When a returned core is determined by the Contractor to be scrapped, the Contractor will charge in accordance with a Core Price List or provide a breakdown of the cost, subject to approval by the Technical Authority. The Core Price List, or applicable portion thereof, to be provided by the Contractor upon request.									
6. Engine Lease At the firm all-inclusive rate per aircraft flying hour indicated below. Flying hours accumulated due to an Engine Overhaul TAT not being met by the Contractor will be at no cost to Canada beginning on the 7 th calendar day after the TAT.									
COST ITEMS	a) Estimated Volume* (initial period)	b) Initial Period Rate(3 years)	c) Estimated Volume* (Year 4)	d) Option 1 Rate (Year 4)	e) Estimated Volume* (Year 5)	f) Option 2 Rate (Year 5)	Continued below		
2) Arriel 2B	150 hours	\$	150 hours	\$	150 hours	\$			
3) Arriel 2B1	150 hours	\$	150 hours	\$	150 hours	\$			
4) Arriel 2E	150 hours	\$	150 hours	\$	150 hours	\$			
COST ITEMS	g) Estimated Volume* (Year 6)	h) Option 3 Rate (Year 6)	i) Estimated Volume* (Year 7)	j) Option 4 Rate (Year 7)	Total Price for each Cost Item (calculated as indicated in the formula) \$ (a*b) + (c*d) + (e*f) + (g*h) + (i*j)				
2) Arriel 2B	150 hours	\$	150 hours	\$					
3) Arriel 2B1	150 hours	\$	150 hours	\$					
4) Arriel 2E	150 hours	\$	150 hours	\$					
7. Vendor Subcontract At the Contractor's actual cost, no markup.									

8. AOG Rush Surcharge						
The following surcharge will apply to AOG requests						
a) Estimated Volume* (initial period)	b) Initial Period Price (3 years)	c) Estimated Volume* (Year 4)	d) Option 1 Price (Year 4)	e) Estimated Volume* (Year 5)	f) Option 2 Price (Year 5)	Continued below
6	\$	2	\$	2	\$	
g) Estimated Volume* (Year 6)	h) Option 3 Price (Year 6)	i) Estimated Volume* (Year 7)	j) Option 4 Price (Year 7)	Total Price for each Cost Item (calculated as indicated in the formula)		
2	\$	2	\$	\$ (a*b) + (c*d) + (e*f) + (g*h) + (i*j)		
9. Particle (chip) analysis (per event) - one event is defined as one occurrence where one or more particles (chips) are collected from one location on one engine.						
a) Estimated Volume* (initial period)	b) Initial Period Price (3 years)	c) Estimated Volume* (Year 4)	d) Option 1 Price (Year 4)	e) Estimated Volume* (Year 5)	f) Option 2 Price (Year 5)	Continued below
6	\$	2	\$	2	\$	
g) Estimated Volume* (Year 6)	h) Option 3 Price (Year 6)	i) Estimated Volume* (Year 7)	j) Option 4 Price (Year 7)	Total Price for each Cost Item (calculated as indicated in the formula)		
2	\$	2	\$	\$ (a*b) + (c*d) + (e*f) + (g*h) + (i*j)		
<ul style="list-style-type: none"> Estimated Volumes provided in this table are for evaluation purposes only and are not a commitment on the part of Canada. <p>For evaluation purposes only, the price of the bid will be determined as follows:</p> <p>TOTAL BID PRICE = Sum of the Total Price for all Cost Items</p> <p>The price of the bid will be evaluated in US dollars. Applicable Taxes excluded, Canadian customs duties and excise taxes included.</p>						
					\$ _____	