

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Travaux publics et Services gouvernementaux
Canada**

**Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300**

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address**Raison sociale et adresse du fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet Service de réparation d'aéronefs	
Solicitation No. - N° de l'invitation W3934-19C022/A	Date 2019-07-25
Client Reference No. - N° de référence du client W3934-19C022	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-670-15423
File No. - N° de dossier MTA-9-42019 (670)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-09-09	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
Delivery Required - Livraison exigée Voir Doc.	
Address Enquiries to: - Adresser toutes questions à: Ibrahimi, Saad	Buyer Id - Id de l'acheteur mta670
Telephone No. - N° de téléphone (514)207-9568 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MON-URSC (EST) C.P. 100 Succ Bureau Chef Garnison St-Jean Richelain Québec Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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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File No. - N° du dossier
mta 9-42019

Buyer ID - Id de l'acheteur
mta670
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, 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 Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments and any other annexes.

1.2 Summary

- 1.2.1** Works and Government Services Canada (PWGSC), for the Department of National Defense (DND), is soliciting a Request for Standing Offers for aircraft repair services. One (1) regional individual standing offer (RISO) will be then issued for the St-Jean Garrison in Saint-Jean-sur-Richelieu located in the province of Quebec. The period of the Standing Offer is two (2) firm years and one (1) optional period of one (1) year.

Only one (1) Standing Offer will be issued.

- 1.2.2** 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).

- 1.2.3** This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Security Requirements

There is no security requirement associated with this requirement.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

[M1004T](#) (2016-01-28), Condition of Material - Offer

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit, the email address is:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

PWGSC does not guarantee a response if the email is sent 6 days or less before the closing date of the period.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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 - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (**2 hard copies**)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

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, Offerors 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 Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "E" 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.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criterion

Each offer must meet the technical criterion described in Annex D. The technical evaluation will be based on this criterion. Offerors must complete the grid in Annex D and include it with their offers. Failure to comply will render the offer non-responsive.

4.1.2 Financial Evaluation

According to the total of the grid indicated at Annex B – Basis of payment (for each firm year and the optional year).

The total = Total 1st firm year (hourly rate for regular time X total estimated number of hours + certification unit price per repair) + Total 2nd firm year (hourly rate irregular time X total estimated numbers of hours + certification unit price per repair) + Total optional year (hourly rate irregular time X total estimated numbers of hours + certification unit price per repair).

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 will be applied as a conversion factor.

4.2 Basis of Selection

4.2.1 SACC Manual Clause

[M0031T](#) (2007-05-25), Basis of Selection – Mandatory Technical Criteria Only

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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 the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation (see Annex F)

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Transports Canada Approved Maintenance Organization (AMO)

Precedent to issuance of the Standing Offer, the offeror must hold and maintain throughout the Standing Offer term, a Transports Canada AMO accreditation. The offeror must provide this document prior the issuance of the Standing offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer *(will be completed at Standing Offer issue)*

The period for making call-ups against the Standing Offer is from _____ to _____.

7.4.2 Extension of Standing Offer *(will be completed at Standing Offer issue)*

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional (1) period of twelve (12) months, from _____ to _____ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Saad Ibrahimy
Title: Acting procurement specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Quebec Region
Address: 800 rue de la Gauchetière Ouest, Bureau 7300, Montreal (Quebec), H5A 1L6
Telephone: (514) 207-9568
Facsimile: (514) 496-3822
E-mail address: saad.ibahimy@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority *(will be completed at the issuance of the Standing Offer)*

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative *(To be filled out by the offeror)*

General information & Follow-up on delivery

Name: _____
Title: _____
Organization: _____

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Address: _____
Telephone: _____
Facsimile: _____
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 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

The Department of National Defence, St-Jean Garrison, province of Quebec.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The following form could be used which are available through [PWGSC Forms Catalogue](#) website:
 - [PWGSC-TPSGC 942 Call-up Against a Standing Offer](#)

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$ 25,000.00** (Applicable Taxes included).

7.10 Financial Limitation *(will be completed at the issuance of the Standing Offer)*

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ ([Applicable Taxes excluded](#)) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

Note: The Standing Offer will be awarded in Canadian currency. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor.

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance requirements;
- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 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.

7.5 Payment

7.5.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm prices (hourly rates + certification rates) specified in Annex B – Basis of payment. 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.

7.5.2 Multiple Payments

H1001C, (2008-05-12), Multiple Payments

7.5.3 **SACC Manual Clauses**

C2000C (2007-11-30), Taxes – Foreign Contractor.

7.5.4 **Electronic Payment of Invoices – Call-up** *(Final choices will be based on selected options in annex E)*

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).

7.6 **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.

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, and all travel and living expenses;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 **Insurance**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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7.8 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)
A9062C (2011-05-16), Canadian Forces Site Regulations
B6802C (2007-11-30), Government property
B7500C (2006-06-16), Excess goods

ANNEX "A" STATEMENT OF WORK

Certified Aircrafts Repair

1. Object

The purpose of this document is to provide a Standing Offer for the services of a provider in order to perform Certified Aircrafts Repair Services in accordance with Transport Canada regulations for Cessna 305 (L-19) and Schweizer 2-33A glider for the Regional Cadet Support Unit (RCSU) – Eastern Air Operations, on behalf of the Department of National Defence (DND), Saint-Jean Garrison, province of Québec.

2. Background

Perform certified aircrafts repairs for the RCSU Eastern Air Operations in Saint-Jean, in accordance with the list ("Annex A".)

3. Technical Specifications – Tasks to Perform

- Must be able to perform structural repair work on all components of the Cessna 305 (L19) aircrafts and the Schweizer 2-33A gliders operated by the DND, such as wings, fuselage, tail plane, flight controls, and engine hoods.
- Must be able to perform welding repair work on steel or aluminum components such as fuselages, stabilizers, risers, engine mounts, silencers.
- Must be able to perform revisions, repairs and inspections of both fixed pitch and variable pitch propellers.
- Must be able to perform Non Destructive Testing (NDT) inspection, such as the Eddy Current Method, Magnetic Particle Inspection (MPI) and Liquid Penetrant Inspection (LPI).
- Must be able to perform routine maintenance on Cessna 305 aircrafts and Schweizer 2-33A gliders such as 50-hour inspections, 100-hour inspections, annual inspections and various mechanical problems.
- Must be able to assist the DND in designing and manufacturing modifications to Cessna 305 aircrafts and Schweizer 2-33A gliders to certify them and make minor or major modifications accompanied by one or many Supplemental Type Certificate (STC).
- Must be able to manufacture control cable and oil or gas line according to the specifications of the aircrafts manufacturers;
- Must be able to inspect and repair the fuel tank according to the specifications of the aircrafts manufacturers;
- Upon request, must be able to reproduce parts of the Cessna 305. The reproduction of these

parts must be done in accordance with the technical drawings of the Cessna manufacturer provided by the DND and when call-ups are made, and also in accordance with Transport Canada regarding the "made for repair part" in effect at the time of work.

- Must be able to provide an electrochemical anodizing service for parts manufactured or repaired for the Schweizer 2-33A gliders and the Cessna 305 (L19) aircrafts

NOTE:

The certification of work must be done in accordance with Transport Canada standards applicable at the time the work was done. DND may request one (1) of two (2) certification methods.

1. The first method will be to describe the work performed and the parts replaced in the logbook of the aircraft being repaired or inspected. The individual with the authority to certify the work must then sign and write their Transport Canada license number, or write their Approved Maintenance Organization (AMO) number. This type of certification will be used when the aircraft is repaired in the service provider's workshop.
2. The second method of certification will be to complete a "*Authorized Release Certificate Form One*" document in accordance with the Transport Canada standards applicable at the time the work was performed. This type of certification will be used when one or more aircraft parts are repaired at the supplier's workshop and the aircraft to which this part belongs is not at the supplier's site at the time of certification and installation.

4. Mandatory Technical Criterion

The provider must have worked in the field of certified aircrafts repair, in particular for Cessna 305 (L-19) and Schweizer 2-33A glider models, for a minimum period of 2 years, in the last 5 years, for a minimum value of \$10,000.00.

A proof of experience is required: offerors must fill out and provide Annex D grid with their offers. In addition, offerors must provide with their offers **2 completed and signed experience attestation letters**.

5. Mandatory Certification

Prior to the issuance of the Standing Order, hold and maintain a Transport Canada Approved Maintenance Organization (AMO) accreditation throughout the term of the Standing Offer.

6. Availability of Services

Regular Work Hours: On-site services, as mentioned above, will be provided during regular work hours, which are from Monday to Friday inclusive between 8:00am to 4:00pm.

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7. Pick-Up and Delivery Location

The goods and services covered herein will be returned to the Department of National Defence at the following location:

St-Jean Garrison
Air Operations Cadets
35, Chemin de l'Aéroport
Saint-Jean-sur-Richelieu, QC
J3B 7B5

Note: The transportation costs for the pick-up and delivery are the DND responsibility. The DND will pay for the transportation to and from of the parts as required and will make arrangements with a transportation company if needed.

ANNEX "B" BASIS OF PAYMENT

Type of repairs		1st firm year From to	2nd firm year From to	Option year From to
1. Perform structural repair work on all components of the Cessna 305 (L-19) aircrafts and Schweizer 2-33A gliders.	Hourly rate	\$	\$	\$
	Estimated number of hours	400	250	250
	Unit price per certification, per repair	\$	\$	\$
2. Perform inspection and welding repair work on steel or aluminum components.	Hourly rate	\$	\$	\$
	Estimated number of hours	40	20	20
	Unit price per certification, per repair	\$	\$	\$
3. Perform revisions, repairs and inspections of both fixed pitch and variable pitch propellers.	Hourly rate	\$	\$	\$
	Estimated number of hours	40	20	20
	Unit price per certification, per repair	\$	\$	\$
4. Perform Non Destructive Testing (NDT) inspection, such as the Eddy Current Method, Magnetic Particle Inspection (MPI) and Liquid Penetrant Inspection (LPI).	Hourly rate	\$	\$	\$
	Estimated number of hours	30	15	15
5. Perform routine maintenance such as 50-hour inspections, 100-hour inspections, annual inspections and various mechanical problems.	Hourly rate	\$	\$	\$
	Estimated number of hours	15	10	10
	Unit price per certification, per repair	\$	\$	\$
6. Assist the DND in designing and manufacturing modifications to Cessna 305 aircrafts (to certify them and make minor or major modifications accompanied by one or many Supplemental Type Certificate (STC)).	Hourly rate	\$	\$	\$
	Estimated number of hours	10	5	5
	Unit price per certification, per repair	\$	\$	\$

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7. Manufacture control cable and oil or gas line according to the specifications of the aircrafts manufacturers.	Hourly rate	\$	\$	\$
	Estimated number of hours	10	5	5
8. Perform inspection and repair the fuel tank according to the specifications of the aircrafts manufacturers.	Hourly rate	\$	\$	\$
	Estimated number of hours	10	5	5
	Unit price per certification, per repair	\$	\$	\$
9. Reproduce parts of the Cessna 305 not available on the market.	Hourly rate	\$	\$	\$
	Estimated number of hours	25	10	10
	Unit price per certification, per repair	\$	\$	\$
10. Provide an electrochemical anodizing service for parts manufactured or repaired for the Schweizer 2-33A gliders and the Cessna 305 aircrafts.	Hourly rate	\$	\$	\$
	Estimated number of hours	10	10	10

* Hours per type of repairs are estimated and for assessment purposes only.

* Applicable taxes extra.

ANNEX "C" INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.
 - p.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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ANNEX "D" MANDATORY TECHNICAL EVALUATION CRITERIA

Supplier's experience (to be completed by the offeror)

The supplier must have worked in the field of certified aircrafts repair, in particular for Cessna 305 (L-19) and Schweizer 2-33A glider models, for a minimum period of 2 years, in the last 5 years, for a minimum value of 10,000.00 \$ per year.

Offerors must provide with their offers the completed table below AND 2 reference letters completed and signed (see next page).

Project	Brief description of project	Location	Year (s) of contract (in the last 5 years)	Value of contract (minimum \$10,000.00 / year)	Document requested including the name and phone number of client: (signed reference letter – see next page)
# 1					
# 2					

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Experience attestation letter

(to be completed by each of the 2 clients for whom the offeror has rendered certified aircrafts repair services, for Cessna 305 (L-19) and Schweizer 2-33A glider models in particular)

I, _____, as _____ for company _____, certify that the

information provided on work experience with the firm _____ is true and verifiable:

Over the last 5 years, minimum 2 years and a minimum value of \$ 10,000.00 per year per contract.

The following company _____ has provided satisfactory service for Cessna 305 (L-

19) and Schweizer 2-33A glider certified aircrafts repair from _____ to _____.

Name: _____

Phone number: _____

Signature: _____ Date : _____

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ANNEX “E” ELECTRONIC PAYMENT INSTRUMENTS

The Offeror 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);

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ANNEX “F” COMPLETE LIST OF COMPANY BOARD OF DIRECTORS

NOTE TO BIDDERS

WRITE ALL DIRECTOR’S FULL NAMES IN BLOCK LETTERS

PROCUREMENT - BUSINESS NUMBER (PBN): _____