



**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**

<b>Title - Sujet</b> Flight Display Repair or Exchange, Electronic Flight Display Units	
<b>Solicitation No. - N° de l'invitation</b> T8493-200050/A	<b>Date</b> 2021-11-16
<b>Client Reference No. - N° de référence du client</b> T8493-200050	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAG-004-28415	
<b>File No. - N° de dossier</b> 004cag.T8493-200050	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-12-13</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bootsma, Lena	<b>Buyer Id - Id de l'acheteur</b> 004cag
<b>Telephone No. - N° de téléphone</b> (343) 572-5427 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF TRANSPORT 200 COMET PRIVATE OTTAWA Ontario K1V9B2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Civilian Aircraft Division/Division des Avions Civils  
Portage III 7C2 - 50  
11 Laurier St./11 rue Laurier  
Gatineau  
Québec  
K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work - Bid**

The work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 Debriefings**

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

### **1.3 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids 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 [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 Applicable Laws

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

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.

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

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

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)

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Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

If the Bidder is simultaneously providing copies of its bid 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.

**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**

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.

**Section II: Financial Bid**

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

**Section III: Certifications**

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

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

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. If the information is not submitted with the bid, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide within the time frame given will render the bid non-responsive.

**M1** The repair facility (if applicable) must be the OEM or an OEM authorized repair facility.

#### **4.1.2 Financial Evaluation**

Bidders must submit their financial in accordance with Annex B, Basis of Payment.

Bids will be evaluated in Canadian dollars. 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 to the bids submitted in foreign currency.

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### **4.2 Basis of Selection – Multiple Items**

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis for either Advanced Exchange or an evaluated Repair price that is less than 75% of the lowest evaluated Advanced Exchange price will be recommended for award of a contract.

Multiple contracts may result from this solicitation if necessary to acquire all units.

### **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.

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### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 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.

#### 5.2.3 Price Certification

In the event that only one responsive bid is received, Canada reserve the right to request one of the following Price Certifications:

- C0001T - Price Certification - Foreign Suppliers
- C0002T - Price Certification - Canadian-based Suppliers (other than agency and resale outlets)
- C0003T - Price Certification - Canadian Suppliers
- C0004T - Price Certification - Canadian Agency and Resale Outlets

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Statement of Work - Contract**

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

#### **6.2.1 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A, Statement of Work, Article 1.1, Optional Additional Quantity, 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.

#### **6.2.2 Shipping Instructions**

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) destination specified in the Contract Incoterms 2000 for shipments from a commercial contractor.

#### **6.2.3 Incomplete Assemblies**

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

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity) and [2010C](#) (2020-05-28), General conditions - Services (medium complexity), apply to and form part of the Contract.

2010A (2020-05-28), General Conditions - Goods (Medium Complexity), is amended as follows:

Insert:

2010A 32 Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
  - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
  - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:
  - Criminal Code*
    - i. section 279.01 (Trafficking in persons);
    - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
    - iii. subsection 279.02(1) (Material benefit - trafficking);
    - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
    - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
    - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
  - Immigration and Refugee Protection Act*
    - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).
6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
  - i. in the case of a conviction, whether the court acted within its jurisdiction;

- ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
- iii. whether the court's decision was obtained by fraud; or
- iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.

7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

#### 6.4 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive. **(to be inserted at Contract Award)**

#### 6.5 Authorities

##### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lena Bootsma  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Aerospace Equipment Program Directorate  
Portage III 6B1-62  
11 Laurier Street, Gatineau, Quebec, K1A 0S5

Telephone: 343-572-5427  
E-mail address: lena.bootsma@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 6.5.2 Technical Authority

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical

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content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **6.5.3 Contractor's Representative (to be inserted at Contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

## **6.6 Payment**

### **6.6.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$\_\_\_\_\_ (**amount to be inserted at contract award**). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable

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

### **6.6.2 Price Certification**

If Core Value Reduction for Advanced Exchange or Additional Work for Repair is required, Canada reserves the right to request one of the following Price Certifications:

C0001T - Price Certification - Foreign Suppliers  
C0002T - Price Certification - Canadian-based Suppliers (other than agency and resale outlets)  
C0003T - Price Certification - Canadian Suppliers  
C0004T - Price Certification - Canadian Agency and Resale Outlets

### **6.6.3 SACC (as applicable)**

C2000C (2007-11-30) Taxes – Foreign-based Contractor  
C2605C (2008-05-12) Canadian Customs Duties and Sales Tax – Foreign-based Contractor

### **6.6.4 Method of Payment**

Canada will pay the Contractor upon completion and delivery of units 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.

## 6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

## 6.9 Applicable Laws

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

## 6.10 Priority of Documents

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

- a. the Articles of Agreement;
- b. the general conditions 2010A (2020-05-28), General conditions: Goods (medium complexity); and 2010C (2020-05-28), General conditions: Services (medium complexity);
- c. Annex A, Statement of Work;
- d. Annex B, Basis of Payment;
- e. the Contractor's bid dated \_\_\_\_\_

## 6.11 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

Solicitation No. - N° de l'invitation  
T8493-200050/A  
Client Ref. No. - N° de réf. du client  
T8493-200050

Amd. No. - N° de la modif.  
File No. - N° du dossier  
004cag.T8493-200050

Buyer ID - Id de l'acheteur  
004cag  
CCC No./N° CCC - FMS No./N° VME

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- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

**ANNEX "A"**  
**STATEMENT OF WORK**

**1.0 Scope**

Transport Canada (TC), Air Services Directorate (ASD) has a requirement for:

Repair or Advance Exchange of three (3) Electronic Flight Display Units, EFD-4077. Part No: 622-9978-314. Three units for Challenger CL-604 spares.

Failure descriptions are as follows;

<u>P/N</u>	<u>S/N</u>	<u>Failure Description</u>
622-9978-314	HXGH	Black screen. Display went off during flight. Assessment identified defective power supply causing horizontal lines.
622-9978-314	5D8C	Blurry and out of focus.
622-9978-314	GG7H	Went off for 10 minutes during flight.

**1.1 Optional Additional Quantity**

This requirement includes an option to acquire the goods and/or services for an additional quantity of one (1) unit of the same part number identified at Article 1.0. The option may only be exercised by the Contracting Authority.

**2.0 Reference**

**2.1 Reference Documents**

- Airworthiness Release Documentation:
  - FAA 8130-3 (<http://www.faa.gov/documentLibrary/media/Form/8130-3.pdf>)
  - TC Form One (<http://www.tc.gc.ca/media/documents/ca-standards/maintenance-release-en.pdf>)
  - Canadian Aviation Regulations (CARs) 2019-1, Airworthiness Manual Chapter 561 (<https://tc.canada.ca/en/corporate-services/acts-regulations/list-regulations/canadian-aviation-regulations-sor-96-433/standards/airworthiness-manual-chapter-561-approved-manufacturers>)

**2.2 Reference Definitions**

- (i) Advanced Exchange – The contractor provides the customer a fully functional unit in exchange for receiving an unserviceable unit back from the customer, which has a core value. The contractor provides the unit in advance of receiving the unserviceable unit.
- (ii) Core – A unit which has potential to be rebuilt or repaired and returned to a Serviceable condition.
- (iii) Core Value – The value of a core that is returned in good and proper condition that can be rebuilt or repaired for resale.

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(iv) Core Value Reduction - If the core returned from the customer is not in good and proper condition, the value is reduced.

### **3.0 Requirements**

#### **3.1 Advanced Exchange**

Where the Contractor is providing an exchanged unit, the following applies to the work of the Contractor:

- 3.1.1** Material supplied must be in overhauled or repaired condition with the applicable certification documentation as indicated at 4.1, and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the requested service date.
- 3.1.2** Material supplied must have a minimum of 80% shelf life remaining at the time of receipt at the Technical Authority's facility. Shelf life refers to whichever is the lesser between the limitation placed by any regulatory body and that recommended by the part manufacturer on the length of time a component can be stored before requiring recertification to an airworthy condition. The certification documentation at Section 4.1 provided by the Contractor must demonstrate conformity with this requirement.
- 3.1.3** Transport Canada will return the unserviceable units to the Contractor within fifteen (15) days of contract award;
- 3.1.4** Core Value Reduction (if applicable): It is assumed that the unserviceable units returned to the Contractor by Transport Canada are worth the core value. If after inspection, the Contractor determines that an unserviceable unit returned is not worth the core value, the Contractor must provide Canada the necessary documentation to demonstrate and justify the rationale why the core unit Value is reduced before submitting a claim for the delta cost. The Contractor must provide this within 30 days of receipt of the returned unserviceable unit. The Contractor must only proceed with a claim for the delta after written approval is received from the Contracting Authority.

#### **3.2 Repair**

Where the Contractor is not providing Transport Canada an exchanged unit and is instead repairing their unserviceable unit, the following applies to the work of the Contractor:

- 3.2.1** The Contractor must inspect, overhaul or repair, test, and recertify the display units.
- 3.2.2** Work must be performed in accordance with the Original Equipment Manufacturers (OEM) specifications, Component Maintenance Manual, Service Bulletins and Service Letters applicable to the items being repaired.
- 3.2.3** Any applicable Airworthiness Directives must be incorporated.
- 3.2.4** Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the requested service date.
- 3.2.5** All work must be completed by the OEM or an OEM authorized repair facility.
- 3.2.6** Additional Work upon Inspection: If after inspection, the Contractor determines that an unserviceable unit returned requires more work than estimated in their Estimated Repair Cost. The Contractor must provide Canada a quote before proceeding with the work. The Contractor

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must provide this within 30 days of receipt of the returned unserviceable unit. The Contractor must only proceed with the work after written approval is received from the Contracting Authority.

### **3.3 BER – Beyond Economical Repair:**

If the core value reduction or the cost to repair the unit exceeds the costs of the contract, the Contractor must advise the Contracting Authority and must not proceed with any work until written instructions from the Contracting Authority are received. In this case, Canada may require the Contractor not to proceed with the work and instead return the unit reassembled.

## **4.0 Deliverables**

### **4.1 Turnaround Times**

Delivery is requested by: end of January 2022, however expedited delivery may be required and requested before then if an Aircraft on Ground (AOG) occurs.

### **4.2 Certification Documentation**

All certification documentation provided by the Contractor must be complete and meet the requirements set forth in the Canadian Airworthiness Regulations (CARs) 2019-1, Airworthiness Manual Chapter 561 – Approved Manufacturers, Appendix A, Authorized Release Certificate, including a TC Form One or 8130-3 as identified at section 2.0 Reference Documents.

All parts shipped, new, repaired, overhauled or modified must be covered by an Authorized Release Certificate, signed by an authorized representative of the repair facility and one copy must accompany the invoice, along with a copy of the completed work order and if applicable, the updated component history form.

**4.3** Upon completion of the work, the Contractor must provide the Technical Authority with a report including, but not limited to, the following for each unit overhauled or repaired:

- a. a description of the work performed;
- b. a list of the replaced parts;
- c. a current status list of all incorporated SB's;
- d. if applicable, technical inspector observations; and
- e. a copy of the final test results for the certification of the unit.

## **5.0 Constraints**

### **5.1 Language**

Any documentation provided to TC ASD as part of the work to be completed with must be in English.

### **5.2 Sub-Contracted Work**

Any work carried out by a subcontractor and charged to Canada under this contract must have prior approval from the Technical Authority. The Contractor must provide the Technical Authority with proof that the sub-contractor is authorized to carry out this work and complies with all applicable requirements of this Statement of Work.

Solicitation No. - N° de l'invitation  
T8493-200050/A  
Client Ref. No. - N° de réf. du client  
T8493-200050

Amd. No. - N° de la modif.  
File No. - N° du dossier  
004cag.T8493-200050

Buyer ID - Id de l'acheteur  
004cag  
CCC No./N° CCC - FMS No./N° VME

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## **6.0 Transportation**

TC ASD is responsible for shipping and transportation costs of the units to the contractor's facility. The Contractor is responsible for shipping and transportation costs from their facility to TC ASD.

## **7.0 Delivery Locations**

All units must be shipped to below address, or as directed by the Technical Authority:

Transport Canada, Aircraft Services Directorate  
200 Comet Private, Hanger T-58  
Ottawa, Ontario  
K1V 9B2



**2) Repair - Electronic Flight Display Unit- Part No. 622-9978-314**

**2.1) Flat Rate Repair or Estimated Repair Price**

**Bidder Instructions:** Either submit a financial bid for Flat Rate Repair OR Estimated Repair Price, not both.

Item	Serial Number	Turnaround time (# days after receipt of unit) (i)	Flat Rate Repair Unit Price * (ii)	O R	Estimated Repair Price				
					Estimated Labour Hours (iii)	Firm Hourly Labour Rate (\$) (iv)	Total (\$) Estimated Labour Cost (v) = (iii)x(iv)	Total (\$) Estimated Parts Cost** (vi)	Total Estimated Repair Unit Price (\$) (vii) = (v)+(vi)
					a)	HXGH		\$	
b)	5D8C		\$		\$	\$	\$	\$	
c)	GG7H		\$		\$	\$	\$	\$	

\* If Flat Rate Repair is provided, 2.3 below cannot be exercised unless the Contractor provides a complete cost breakdown for the entire repair and it is within the not to exceed cost.

\*\* A list of the parts and their costs must be provided.

**2.2) Expedited Delivery Option (if offered):**

(i)	Turnaround time (# days after receipt of unit):	
(ii)	Additional firm fee per unit:	\$

**2.3) Additional Work:**

**At per unit price:** not to exceed 25% of the Unit Price at 2.1, subject to the same conditions.

**2.4) Return Beyond Economical Repair (BER) (if applicable):**

Firm fee per unit	\$
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Solicitation No. - N° de l'invitation  
T8493-200050/A  
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T8493-200050

Amd. No. - N° de la modif.  
File No. - N° du dossier  
004cag.T8493-200050

Buyer ID - Id de l'acheteur  
004cag  
CCC No./N° CCC - FMS No./N° VME

<b>Bidder Information RFP T8493-200050/A</b>		
<b>Supplier Legal Name</b>		
<b>Address</b>		
<b>Procurement Business Number</b>		
<b>Shipping Facility Address</b> <i>(if different than address above)</i>		
<b>Repair Facility and Address</b> <i>(if applicable)</i>		
<b>Authorized Representative of Bidder</b>	<b>Name</b>	
	<b>Title</b>	
	<b>Telephone</b>	
	<b>Email</b>	
	<b>Signature</b>	
<b>Date</b>		