



**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**

**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>Title - Sujet</b> Airbus Helicopter Maintenance Airbus Helicopter Maintenance	
<b>Solicitation No. - N° de l'invitation</b> M7594-221350/A	<b>Date</b> 2022-03-01
<b>Client Reference No. - N° de référence du client</b> M7594-221350	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAG-007-28574	
<b>File No. - N° de dossier</b> 007cag.M7594-221350	<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 Daylight Saving Time EDT <b>on - le 2022-04-04</b> Heure Avancée de l'Est HAE	
<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> Long, Rick	<b>Buyer Id - Id de l'acheteur</b> 007cag
<b>Telephone No. - N° de téléphone</b> (873) 469-3868 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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/</b> <b>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 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 Security Requirements Checklist, the Financial Bid Proposal, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Task Authorization Form 572 and any other annexes.

### **1.2 Summary**

The RCMP ASB requires maintenance, repair, overhaul and modification services for its fleet of Airbus Helicopters. A total of (6) AS350B3, (2) H120, and (1) H145 helicopters are currently operated by ASB across Canada.

#### East and West Facilities

In an effort to reduce costs associated with transport of the aircraft to be inspected, it is the intention of the RCMP to contract these services at two different locations in Canada:

- 'West Facility' (located west of longitude -100.00)
- 'East Facility' (located east of longitude -100.00)

(Note: longitude -100.00 passes close to Brandon, Manitoba)

While Bidders may propose one or both facility sites, the technical and financial criteria of each site will be evaluated separately. This solicitation may result in the awarding of multiple contracts.

The period of the Contract(s) will be for 2 years from date of contract award, with the option to extend the contract by 6 periods of 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).

- 1.2.2 "There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website".
- 1.2.3 "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."
- 1.2.4 "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."
- 1.2.5 "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."
- 1.2.6 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.
- 1.2.7 The requirement is subject to a preference for Canadian services.
- 1.2.8 The Phased Bid Compliance Process applies to this requirement.

### 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>) 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.

Subsection 5.4 of **2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 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.

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 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 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.

## 2.6 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.

## 2.7 Controlled Goods Program- Bid

A9130T (2019-11-28), Controlled Goods Program - Bid apply to and form part of the Contract.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 (2 hard copies and 1 soft copy on USB key)

Section II: Financial Bid (1 hard copy and 1 soft copy on USB key)

Section III: Certifications (1 hard copy and 1 soft copy on USB key)

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 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.

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. 

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 Annex “D” – Financial Bid Proposal.

### **3.1.2 Electronic Payment of Invoices – Bid**

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.

### **3.1.3 Exchange Rate Fluctuation Risk Mitigation**

The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).

At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### 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.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.
- (d) 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 (2020-05-28) 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.

- (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 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 Technical Evaluation

##### 4.1.2.1 Mandatory Technical Criteria

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

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

All terms and conditions stated in this RFP including Part 7 Resulting Contract Clauses are mandatory unless otherwise indicated. **One (1) copy of Page One (1) of this RFP must be signed by the Bidder or by an authorized representative of the Bidder.** The Bidder's signature indicates acceptance of all the terms and conditions set out or referred to in this Request for Proposal.

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

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

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

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

The contractor must provide documentation that demonstrates each of the following mandatory requirements:

- M1.** If the Bidder is proposing a 'west facility' location, the Contractor at the location must hold a valid Approved Maintenance Organization (AMO) certificate issued by Transport Canada for:
  - a) Maintenance of the Airbus Helicopters model H120, H125 and H145;
  - b) Structural work on the Airbus Helicopters model H120, H125 and H145;
  - c) Avionics work on the Airbus Helicopters model H120, H125 and H145.

#### **AND/OR**

If the Bidder is proposing an 'east facility' location, the Contractor at the location must hold a valid Approved Maintenance Organization (AMO) certificate issued by Transport Canada for:



- a) Maintenance of the Airbus Helicopters model H125;
- b) Structural work on the Airbus Helicopters model H125;
- c) Avionics work on the Airbus Helicopters model H125.

- M2.** The contractor must have recent experience (within the last 5 years) in performing helicopter modifications requiring the need to involve Transport Canada Engineering or a Design Approval Representative. Bidders must provide examples of projects with details of scope, goal and outcome.
- M3.** The contractor must have recent experience (within the last 5 years) in performing helicopter modifications in accordance with an existing approval (STC or other). Bidders must provide examples of projects with details of scope, goal and outcome.
- M4.** Bidder must provide the address of their proposed Facility Site Location(s) in Canada that meet the criteria described in Annex 'A' – Statement of Work:
- a) West Site (west of longitude -100):  
**AND/OR**
  - b) East Site: (east of longitude -100):

#### 4.1.3 Financial Evaluation

##### 4.1.3.1 Mandatory Financial Criteria

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

#### 4.2 Basis of Selection

##### 4.2.1 Mandatory Technical Criteria

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

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.



### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the 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 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

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

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

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 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 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

### 5.1.3 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

#### **COVID-19 Vaccination Requirement Certification**

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that all  
personnel that \_\_\_\_\_ (*name of business*) will provide on the  
resulting Contract who access federal government workplaces where they may come into contact with  
public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication or a disability, religious grounds, or other prohibited grounds of discrimination as defined in applicable human rights legislation only, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

## **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 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 "H" titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:

- (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

## **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 helicopter or component for repair, modification or overhaul, 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 requested, 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 contractor must inform the Technical Authority within 24 hours if the quote process will be delayed and the reason(s) for the delay. The Technical Authority may, at its discretion, allow for more time for the contractor to provide a quote. The quote must include the proposed total estimated cost for performing the task and a breakdown of the cost.
3. Based on the estimate, 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](mailto:airinvoicing@rcmp-grc.gc.ca) within 24 hours of completing the work requested by 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	Modification of...				\$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 and Supplemental Type Certificate Ownership

The Contractor shall provide the documentation detailed at Annex 'A' Statement of Work, section 7.0 Work Certification and Technical Record.

RCMP Air Services will be the owner of any Supplemental Type Certificates related to RCMP-owned aircraft.

#### 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

2035 (2020-05-28), General Conditions - Higher Complexity – Services, apply to and form part of the Contract.

### **7.3 Security Requirements**

The following security requirements apply and form part of the Contract:

1. The Contractor/Offeror personnel must submit to local law enforcement verification by the RCMP and be approved prior to work on this requirement. The RCMP reserves the right to deny access to any facility or site or part thereof to any contractor personnel, at any time.
2. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of RCMP/PWGSC.
3. This contract includes access to Controlled Goods. Prior to access, the Contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
4. The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed nondisclosure agreement, attached at Annex "H", and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.
5. The Contractor/Offeror must comply with the provisions of the:
  - a.) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b.) Industrial Security Manual (Latest Edition).

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is for 2 years from date of Contract Award.

#### **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 6 additional 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**

For claims that do not include Milestone 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; and
- c) the Work delivered has been accepted by Canada.

#### **7.7.3.2 Milestone Payments**

Canada will make milestone payments, if applicable, in accordance with the Schedule of Milestones detailed in the Contract or Task Authorization and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

#### **7.7.4 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.

**7.8.1.** For claims that do not include Milestone Payments, each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;  
and
- b) a copy of the invoices, receipts, vouchers for all direct expenses.

Invoices must be distributed as follows:

- a. The original 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.

**7.8.2.** For claims that include a Milestone Payment, the Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. the description and value of the milestone claimed as detailed in the Contract or Task Authorization.

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Technical Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

The Contractor must not submit claims until all work identified in the claim is completed.

## **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.

### **7.9.3 Controlled Goods Program – Contract**

A9131C (2020-11-19), Controlled Goods Program - Contract apply to and form part 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 (2020-05-28), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List and security guide;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated (to be inserted at Contract Award).

## **7.12 Insurance**

### **7.12.1 Aircraft Hull Insurance**

The Contractor must obtain Aircraft Hull Insurance including All Risks Flight and Ground coverage, and maintain it in force throughout the duration of the contract, in an amount of not less than \$9,000,000.00 CAD. The Aircraft must be insured on Replacement cost (new) value basis.

The Aircraft Hull insurance policy must include the following:

- a. Waiver of Subrogation: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Royal Canadian Mounted Police and Public Works and Government Services Canada for any and all loss of or damage to the aircraft however caused.
2. 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.

#### 7.12.2 Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, 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 \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation 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, represented by Public Works and Government Services Canada.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. Employees and, where applicable, Volunteers must be included as Additional Insured.
  - f. 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.
  - g. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
  - h. Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.
  - i. Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
  - j. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.  
**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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.

### **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.

### **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.

#### **7.15 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.
- (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**

### **Royal Canadian Mounted Police Air Services Branch**

## **Helicopters Maintenance and Modification**

### **Statement of Work**



# Royal Canadian Mounted Police Air Services Branch

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# Royal Canadian Mounted Police Air Services Branch

## 1.0 Introduction

The Air Services Branch (ASB) of the Royal Canadian Mounted Police (RCMP) 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 Air Services 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. ASB is seeking the services of a contractor to complement, on an as needed basis, its internal maintenance capacity and to facilitate the timely return to service of its aircraft.

## 2.0 Nature of Requirement

### 2.1 Maintenance, repair, overhaul & modification

The RCMP ASB requires maintenance, repair, overhaul and modification services for its fleet of Airbus Helicopters. A total of (6) AS350B3, (2) H120, and (1) H145 helicopters are currently operated by ASB across Canada. Although no changes in the size of the fleet is anticipated at this time, reduction or addition may occur. In an effort to minimize the cost associated with the transportation of an aircraft at the contractor's facility (fuel, NavCanada, salary, accommodation, expenses, maintenance, etc.), the resulting contract may include multiple facility locations within Canada. The facility locations in Canada may belong to the same contractor, or to multiple contractors. It is Canada's preference that the resulting contract will include a 'west facility' located west of longitude -100.00 and, if good value for Canada, an 'east facility' located east of longitude -100.00 and one (Note: longitude -100.00 passes close to Brandon, Manitoba.).

### 2.2 Contract period

ASB is seeking a contract period of two initial years with six additional 1-year options, for a total period of 8 years. This period allows for stability during the next planned cycle of helicopter maintenance needs while allowing an option to re-compete this requirement at any time during the option years should the contract no longer meet our needs.

### 2.3 Security Requirements

Contractor's employees will require an RCMP security clearance prior to performing work under this contract. This is the responsibility of the RCMP and will require the employees' personal information. The contractor is responsible to only allow security cleared employee to access an RCMP asset while it is at the contractor's facility for work under this contract.

# Royal Canadian Mounted Police Air Services Branch

## 3.0 Definitions and Acronyms

AOG	Aircraft on Ground
ASB	Air Services Branch
CAR	Canadian Aircraft Regulations
DAR	Design Approval Representative
FAA	Federal Aviation Administration
FM	Flight Manual
LSTC	Limited Supplemental Type Certificate
OEM	Original Equipment Manufacturer
POH	Pilot's Operating Handbook
PSPC	Public Services and Procurement Canada
RCMP	Royal Canadian Mounted Police
STC	Supplemental Type Certificate
TA	Technical Authority
TC	Transport Canada

## 4.0 Scope of Work

### 4.1 Work Requirement

4.1.1 The contractor must provide, on an as-needed basis, helicopter maintenance services including but not limited to repair, overhaul, scheduled and unscheduled maintenance to the RCMP helicopters.

4.1.2 The contractor must provide, on an as-needed basis, helicopter modification services including but not limited to the performance of manufacturer's Service Bulletin or other modification documents.

4.1.3 The contractor must provide, on an as-needed basis, helicopter modification and installation services of specialized mission systems (e.g. various types of sensors, monitors, transmitters, recorders, etc.).

### 4.2 Technical Requirements

4.2.1 The 'west facility' Contractor must hold a valid Approved Maintenance Organization (AMO) certificate issued by Transport Canada for:

1. Maintenance of the Airbus Helicopters model H120, H125 and H145;
2. Structural work on the Airbus Helicopters model H120, H125 and H145;
3. Avionics work on the Airbus Helicopters model H120, H125 and H145.

4.2.2 The 'east facility' Contractor must hold a valid Approved Maintenance Organization (AMO) certificate issued by Transport Canada for:

1. Maintenance of the Airbus Helicopters model H125;
2. Structural work on the Airbus Helicopters model H125;
3. Avionics work on the Airbus Helicopters model H125.

4.2.3 The contractor must be registered under the Government of Canada Controlled Goods Program.

4.2.4 These qualifications must be maintained during the duration of the contract.

## **Royal Canadian Mounted Police Air Services Branch**

4.2.5 The contractor must have on hand all the necessary tools as described in the Airbus Helicopters Maintenance Manual to perform line and heavy maintenance.

4.2.6 The contractor must have experience in performing modifications on Airbus Helicopters which involves structural and avionics work.

4.2.7 The Contractor must only install new parts which are approved and listed in the Illustrated Parts Catalog and Maintenance Manuals that have been approved by the OEM or other technical document approved by local authorities. Parts approved under Parts Manufacturer Authority (PMA) must not be used unless approved by the Technical Authority. Use of used parts, or other manufactured parts, must be approved by the Technical Authority.

4.2.8 The Contractor must perform the work in accordance with the most recent revision of manufacturer's maintenance and overhaul manuals, airworthiness directives, Service Bulletins, Service Letters and any other special instructions applicable to specific components. The Contractor is responsible to have all these documents on hand and up to date. The work must also be performed in accordance with the Canadian Aviation Regulations (CARs).

4.2.9 The contractor must ensure that electrical wiring and component location of new installations do not interfere with existing aircraft modifications (STC or others) and installed options.

4.2.10 The contractor must have the most current revisions of the Maintenance Manual, Illustrated Parts Catalog, Structural Repair Manual and any other required maintenance documentation, avionics information or drawings required to complete the inspections and additional work.

4.2.11 For work related to avionics and mission systems, the contractor must;

- a) Provide electrical modifications that ensure wiring, circuit breakers and connections to the new mission equipment components are done in accordance with the manufacturer's requirement and aircraft wiring standards, ensuring that all cables are clearly identified and labelled for ease of service, maintenance and repair.
- b) Ensure all cables meet the M22759/34 Mil standard along with M227500 standard for use in aircraft installations. All HD video cables must be PIC V73263 cable and the SD use the M17/94-RG179 aircraft cables.
- c) Ensure all USB cabling is type USB 2422 PIC wire or equivalent. For VGA cabling use ECS 453005 VGA cable or equivalent.
- d) Ensure all wiring harnesses are routed and secured in accordance with AC43.13-1B / 2A (Change 1) and Aircraft Standard Practices. All precautions must be taken to prevent wire chafing.
- e) Ensure that all new wires installed, are printed/marked every 12 inches with an acceptable identification code which must match the identification code found on the respective system wiring diagram. A laser wire marking machine must be used for marking the identification code on all single conductor wires and multi-conductor shielded wires. For coaxial cables, the identification code must be on white heat shrink tubing, which can then be shrunk onto the coax cables at a maximum of 24" interval. HOTSTAMP WIRE MARKING MACHINE CANNOT BE USED FOR MARKING ANY WIRES.
- f) Provide sufficient service loops for all wiring harnesses / cables installed in order to prevent excessive strain on the wires and prevent wires from breaking and to facilitate the removal and installation of LRU's, switches, annunciators, antennas and all other components and to facilitate maintenance in general.
- g) Ensure all tools are calibrated and used in accordance with the manufacturer's instructions.

## Royal Canadian Mounted Police Air Services Branch

### 4.2.1 Anticipated Volume

*Table 1 Estimated volume: Maintenance, repair, overhaul and modification*

	H125 600 Flight Hour / 24 Month inspection		H120 500 Flight Hour / 24 Month inspection	H120 144 Month inspection	H145 800 Flight Hour / 36 Month inspection	Repair, overhaul, scheduled and unscheduled maintenance	Modification and installation of specialized mission systems	
	East Facility	West Facility					East Facility	West Facility
Initial 2-year period	1	2	1		1	As needed		1 H20 1 H125
Option year 1	1	1	1			As needed		1 H120 1 H125
Option year 2	1	1	1			As needed	1 H125	1 H125
Option year 3	1	1	1		1	As needed	1 H125	1 H125
Option year 4	1	1	1			As needed		
Option year 5	1	1	1			As needed		
Option year 6	1	1	1	1	1	As needed		1 H145

## 5.0 Work Authorization

### 5.1 Quote and estimate

The TA will request a quote from the contractor for work without a firm price included in the contract. The Contractor must submit a cost estimate for the work within 72 hours along with an estimated time required to complete the requested work to the TA. If the estimate includes costs for work to be performed by a subcontractor, 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.

### 5.2 Purchase Order

Work will be authorized by the issuance of a Purchase Order (PO) by the Procurement Authority. Upon receipt of the PO and receipt of the aircraft or component, the contractor must perform the work specified in the PO and list any additional work required to be performed, parts and labour as applicable. The contractor must perform only the work for which authorization has been received.

# Royal Canadian Mounted Police

## Air Services Branch

### 5.3 Additional work

Any additional work required and any recommended or optional modifications are to be reported to the TA with a cost estimate. The contractor must receive formal authorization from the Procurement Authority before proceeding with the work. 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 TA and proceed only if/ when authorization is received from the Procurement Authority.

### 6.0 Inspection, Deliverables and Acceptance Criteria

The work must be performed by the contractor in compliance with the requirements of the Airbus Maintenance Documentation and those of the CAR's. The work is subject to verification by the RCMP during the work and at delivery. All reports, deliverable items, documents, goods and all services rendered under the contract are subject to inspection by the Technical Authority or his delegate. The Technical Authority has the right to request a corrective action, at the sole expense of the contractor, if a non-compliance with the contract or the airworthiness standards is noted. In such a case, payment of any invoice will be retained until the correction is completed.

As part of the acceptance inspection, the Technical Authority must be allowed to carry out a visual inspection of the aircraft before re-assembly by the contractor. The Contractor must advise the Technical Authority at least 4 days ahead of the scheduled re-assembly date.

The TA or her/his delegate may visit the contractor to inspect the aircraft at any time while the work is being performed and after completion.

The TA or her/his delegate may perform a test flight prior to delivery of the aircraft. Any anomaly found during this flight must be corrected by the contractor prior to delivery.

### 7.0 Work Certification and Technical Record

#### 7.1 After completion of work and before delivery

The contractor is responsible for all certifications, independent control inspections, and technical record entries in accordance with the Canadian Aviation Regulations.

The contractor must provide a complete work package to the Technical Authority. Two copies of the following must be provided by the Contractor at the time of aircraft acceptance, as applicable:

- a) Technical record and aircraft journey log entry
- b) Weight & Balance and equipment list
- c) Electrical Load Analysis
- d) Supplemental Type Certificate
- e) Limited Supplemental Type Certificate
- f) Major Repair or Modification Report
- g) Instruction for Continued Airworthiness
- h) Maintenance Manual Supplement
- i) Conformity forms and operating instructions
- j) Copy of work order, test results, tables and all relevant documents
- k) Copy of certification document for all rotatable parts installed (e.g. Form One)
- l) Copy of any Flight Manual Supplement

# Royal Canadian Mounted Police

## Air Services Branch

### 7.2 After completion of work, the Contractor must:

- a) Where required, update the "List of Service Bulletins Incorporated" in the Aircraft Flight Manual and insert applicable Flight Manual Supplement.
- b) Indicate, in the technical record, the next due date for all time/calendar controlled maintenance tasks.
- c) Return to ASB Stores within 7 calendar days after removal any rotatable part, serviceable or unserviceable, removed from an aircraft that will not be reinstalled on the aircraft.
- d) Forward to [ASB\\_Stores@rcmp-grc.gc.ca](mailto:ASB_Stores@rcmp-grc.gc.ca) within 7 days of receipt a copy of the certification document of all rotatable parts installed.

## 8.0 Progress Reports

On a weekly basis, or upon the Technical Authority's request, the Contractor must submit a progress report of the work being performed on the aircraft or component, showing the percentage of work completed and the expected return date. The report can be submitted electronically.

## 9.0 Location of Work

The Work must be performed by the Contractor 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.

## 10.0 Responsibilities

### 10.1 RCMP Responsibilities

The TA is responsible to provide required aircraft documentation (Technical record, hours and cycles) with the aircraft or component submitted to the contractor. The TA will provide a list of tasks to be performed. A statement of work may also be provided in the case of more complex work.

Transportation of the aircraft to and from the contractor's facility will be the responsibility of the RCMP. Transportation of parts from RCMP to the contractor will be the responsibility of the RCMP. Any fuel required to perform necessary ground runs will be paid for by RCMP. The contractor must contact the technical authority prior to refuelling.

### 10.2 Contractor Responsibilities

The contractor is responsible for shipping any unused or unserviceable parts to the TA as soon as possible or within 7 calendar days after the completion of the work.

All transportation fees for parts, including any associated customs and brokerage fees if applicable, are the responsibility of the contractor.

The contractor must make a request to the TA for assistance from an RCMP pilot to conduct any ground and flight testing required following any maintenance activity under the resulting contract. Non-RCMP pilot must not operate any RCMP helicopter unless authorized specifically under this contract.

## ANNEX “B” – BASIS OF PAYMENT

### WEST FACILITY

1. INSPECTIONS – WEST FACILITY								
At the following firm all-inclusive fixed price per inspection. - 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) Initial Period (2 years) Price	b) Option 1 (Year 3) Price	c) Option 2 (Year 4) Price	d) Option 3 (Year 5) Price	e) Option 4 (Year 6) Price	f) Option 5 (Year 7) Price	g) Option 6 (Year 8) Price	
I) H125 600 Flight Hour / 24 Month Inspection at West Facility	\$	\$	\$	\$	\$	\$	\$	
II) H120 500 Flight Hour / 24 Month inspection at West Facility	\$	\$	\$	\$	\$	\$	\$	
III) H120 144 Month Inspection at West Facility	\$	\$	\$	\$	\$	\$	\$	
IV) H145 800 Flight Hour / 36 Month Inspection at West Facility	\$	\$	\$	\$	\$	\$	\$	



LABOUR RATES - WEST FACILITY							
At the following firm all-inclusive hourly rate, inclusive of equipment, supplies, fees, overhead and profit; excluding parts:							
Cost Items	Initial Period (2 Years)	Option 1 (Year 3) Price	Option 2 (Year 4) Price	Option 3 (Year 5) Price	Option 4 (Year 6) Price	Option 5 (Year 7) Price	Option 6 (Year 8) Price
Scheduled and Unscheduled Maintenance							
Modification and Installation of Specialized Mission Systems							
PARTS – WEST FACILITY							
At the following firm % Discount rates off OEM List for the life of the Contract.							
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, etc.							
Cost Item	Discount Rate (%)						
1. New Parts							
2. Used - Serviceable Parts - Overhaul Condition							

# EAST FACILITY

1. INSPECTIONS – EAST FACILITY								
At the following firm all-inclusive fixed price per inspection. - 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) Initial Period (2 years) Price	b) Option 1 (Year 3) Price	c) Option 2 (Year 4) Price	d) Option 3 (Year 5) Price	e) Option 4 (Year 6) Price	f) Option 5 (Year 7) Price	g) Option 6 (Year 8) Price	
I) H125 600 Flight Hour / 24 Month Inspection at East Facility	\$	\$	\$	\$	\$	\$	\$	
LABOUR RATES - EAST FACILITY								
At the following firm all-inclusive hourly rate, inclusive of equipment, supplies, fees, overhead and profit; excluding parts:								
Cost Items	Initial Period (2 Years)	Option 1 (Year 3) Price	Option 2 (Year 4) Price	Option 3 (Year 5) Price	Option 4 (Year 6) Price	Option 5 (Year 7) Price	Option 6 (Year 8) Price	
Scheduled and Unscheduled Maintenance								
Modification and Installation of Specialized Mission Systems								

<b>PARTS – EAST FACILITY</b>  At the following firm % Discount rates off OEM List for the life of the Contract.  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, etc.		
Cost Item	Discount Rate (%)	
1. New Parts		
2. Used - Serviceable Parts - Overhaul Condition		

Solicitation No. - N° de l'invitation  
M7594-211350/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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## **ANNEX “C” – Security Requirements Check List and Security Guide**

Royal Canadian Mounted Police Security Guide M7594221350/202201350/ SRCL100532

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**General Security Requirements**

All contractors and sub-contractors employed on this contract must support the RCMP's security environment by complying with the directives described in this document.

1. Physical access is restricted to those specific areas of RCMP facilities required to meet the contract's objectives.
2. No Protected or Classified information or other assets will be removed from the RCMP facility without the approval of the Departmental representative or technical authority. If approved the transport and/or transmittal must comply with the security requirements identified in the RCMP's Transport and Transmittal Guide.
3. Restricted items such as cameras, mobile telephones, and audio/visual devices will be surrendered to the main security desk upon arrival at any RCMP facility unless prior written approval has been obtained.
4. If applicable the contractor must hold a valid Document Safeguarding Capability (DSC).
5. The information disclosed under this contract will be administered, maintained, and disposed of in accordance with RCMP Security Policies and the Policy on Government Security.
6. The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.
7. The contractor will be responsible for advising the RCMP of any changes in personnel security requirements. I.e: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring a clearance and personnel requiring clearance renewal.
8. All contractor personnel will be required to obtain and maintain a personnel security clearance commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).

## **Personnel Security Requirements**

### **RCMP Facility Access, Level 2**

For all contractors working on this requirement or those who require access to an RCMP facility to carry out work and will not have access to protected or classified information, systems, assets or.

In this scenario, the RCMP wishes to conduct local law enforcement checks only. For PWGSC procurement purposes, this should be identified in the contractual documents.

*Contractor personnel must submit to local law enforcement verification by the RCMP and be approved, prior to work on this requirement. The RCMP reserves the right to deny access to any facility or site or part thereof to any contractor personnel, at any time.*

When the RCMP requires Facility Access Level 2, the successful Bidder's personnel will be directed to begin the clearance process using the RCMP online portal. Instructions will be given through your procurement or client contact. Personnel will then be contacted with instructions for their applicable level of clearance. The clearance process continues to follow Treasury Board Standards.

## **ANNEX 'D' – FINANCIAL BID PROPOSAL**

The Bidder must submit one firm all-inclusive unit price or rate, as indicated, in the space provided for all cost items, for the Initial Period and Option Periods in accordance with this financial bid proposal. All costs must be incorporated into the indicated cost items. Additional fees or cost items will not be accepted. The Estimated Volume values used in the tables below are for evaluation purposes only and is not a commitment on the part of Canada.

Bidder's must indicate the currency of the bid prices in the space provided. Prices must be Applicable Taxes excluded, Canadian customs duties and excise taxes included.

Bidders may choose to propose one or both inspection locations, but must fill out all of the required cost information for the location(s) they choose to bid on. Each location will be evaluated separately and multiple contracts may result from the this solicitation.

**WEST FACILITY**

<b>1. INSPECTIONS – WEST FACILITY</b>								
At the following firm all-inclusive fixed price per inspection. - 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.								
<b>COST ITEMS</b>	<b>a) Initial Period (2 years) Price</b>	<b>b) Option 1 (Year 3) Price</b>	<b>c) Option 2 (Year 4) Price</b>	<b>d) Option 3 (Year 5) Price</b>	<b>e) Option 4 (Year 6) Price</b>	<b>f) Option 5 (Year 7) Price</b>	<b>g) Option 6 (Year 8) Price</b>	<b>Line Total for Cost Item (a+b+c+d+e+f+g)</b>
I) H125 600 Flight Hour / 24 Month Inspection at West Facility	\$	\$	\$	\$	\$	\$	\$	\$
II) H120 500 Flight Hour / 24 Month inspection at West Facility	\$	\$	\$	\$	\$	\$	\$	\$
III) H120 144 Month Inspection at West Facility	\$	\$	\$	\$	\$	\$	\$	\$
IV) H145 800 Flight Hour / 36 Month Inspection at West Facility	\$	\$	\$	\$	\$	\$	\$	\$
<b>Inspection Cost Items Sub-Total (sum of all line totals above) (W1)</b>								<b>\$</b>



2. LABOUR RATE – SCHEDULED AND UNSCHEDULED MAINTENANCE AT WEST FACILITY								
At the following firm all-inclusive hourly rate, inclusive of equipment, supplies, fees, overhead and profit; excluding parts:								
a) Estimated Volume (Initial 2 year period)	b) Initial Period Hourly Rate (2 Years)	c) Estimated Volume (Year 3)	d) Option 1 (Year 3) Hourly Rate	e) Estimated Volume (Year 4)	f) Option 2 (Year 4) Hourly Rate	g) Estimated Volume (Year 5)	h) Option 3 (Year 5) Hourly Rate	
2000		1000		1000		1000		
i) Estimated Volume (Year 6)	j) Option 4 (Year 6) Hourly Rate	k) Estimated Volume (Year 7)	l) Option 5 (Year 7) Hourly Rate	m) Estimated Volume (Year 8)	n) Option 6 (Year 8) Hourly Rate	Total Price for each Cost Item calculated as follows: \$ (a*b) + (c*d) + (e*f) + (g*h) + (i*j) + (k*i) + (m*n)		
1000		1000		1000		(W2)		
3. LABOUR RATE – MODIFICATION AND INSTALLATION OF SPECIALIZED MISSION SYSTEMS AT WEST FACILITY								
At the following firm all-inclusive hourly rate, inclusive of equipment, supplies, fees, overhead and profit; excluding parts:								
a) Estimated Volume (Initial 2 year period)	b) Initial Period Hourly Rate (2 Years)	c) Estimated Volume (Year 3)	d) Option 1 (Year 3) Hourly Rate	e) Estimated Volume (Year 4)	f) Option 2 (Year 4) Hourly Rate	g) Estimated Volume (Year 5)	h) Option 3 (Year 5) Hourly Rate	
2000		1000		1000		1000		
i) Estimated Volume (Year 6)	j) Option 4 (Year 6) Hourly Rate	k) Estimated Volume (Year 7)	l) Option 5 (Year 7) Hourly Rate	m) Estimated Volume (Year 8)	n) Option 6 (Year 8) Hourly Rate	Total Price for each Cost Item calculated as follows: \$ (a*b) + (c*d) + (e*f) + (g*h) + (i*j) + (k*i) + (m*n)		
1000		1000		1000		(W3)		

<b>4. PARTS – WEST FACILITY</b>				
At the following firm % Discount rate off OEM List for the life of the Contract.				
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, etc.				
Cost Items	a) Estimated Volume	b) Proposed Discount Rate	Total Price for each Parts Cost Item (calculated as follows:) = \$ (a*(1-b))	
1) New Parts	\$1,000,000		(W4)	
2) Used - Serviceable Parts - Overhaul Condition	\$500,000		(W5)	
<b>5. Exchange Parts</b> 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.				
<b>6. Cores Charge</b> 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.				
<b>7. Vendor Subcontract</b> At the Contractor's actual cost, no markup.				
<ul style="list-style-type: none"><li>• Estimated Volumes provided in this table are for evaluation purposes only and are not a commitment on the part of Canada.</li></ul>			\$ _____	
For evaluation purposes only, the price of the bid will be determined as follows:			WEST FACILITY TOTAL BID PRICE	
TOTAL BID PRICE = Sum of the Total Price for all Cost Items (W1+W2+W3+W4+W5)			Currency Type: _____	
Applicable Taxes excluded, Canadian customs duties and excise taxes included.				

## EAST FACILITY

<b>1. INSPECTIONS – EAST FACILITY</b>								
At the following firm all-inclusive fixed price per inspection. - 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.								
<b>COST ITEMS</b>	<b>a) Initial Period (2 years) Price</b>	<b>b) Option 1 (Year 3) Price</b>	<b>c) Option 2 (Year 4) Price</b>	<b>d) Option 3 (Year 5) Price</b>	<b>e) Option 4 (Year 6) Price</b>	<b>f) Option 5 (Year 7) Price</b>	<b>g) Option 6 (Year 8) Price</b>	<b>Line Total for Cost Item (a+b+c+d+e+f+g)</b>
l) H125 600 Flight Hour / 24 Month Inspection at East Facility	\$	\$	\$	\$	\$	\$	\$	\$
<b>Inspection Sub-Total (sum of all line totals above)</b> <b>(E1)</b>								

<b>2. LABOUR RATE – SCHEDULED AND UNSCHEDULED MAINTENANCE AT EAST FACILITY</b>								
At the following firm all-inclusive hourly rate, inclusive of equipment, materials and supplies, fees, overhead and profit; excluding parts:								
<b>a) Estimated Volume (Initial 2 year period)</b>	<b>b) Initial Period Hourly Rate (2 Years)</b>	<b>c) Estimated Volume (Year 3)</b>	<b>d) Option 1 (Year 3) Hourly Rate</b>	<b>e) Estimated Volume (Year 4)</b>	<b>f) Option 2 (Year 4) Hourly Rate</b>	<b>g) Estimated Volume (Year 5)</b>	<b>h) Option 3 (Year 5) Hourly Rate</b>	
2000		1000		1000		1000		
<b>i) Estimated Volume (Year 6)</b>	<b>j) Option 4 (Year 6) Hourly Rate</b>	<b>k) Estimated Volume (Year 7)</b>	<b>l) Option 5 (Year 7) Hourly Rate</b>	<b>m) Estimated Volume (Year 8)</b>	<b>n) Option 6 (Year 8) Hourly Rate</b>	<b>Total Price for each Cost Item calculated as follows: \$ (a*b) + (c*d) + (e*f) + (g*h) + (i*j) + (k*l) + (m*n)</b>		
1000		1000		1000		<b>(E2)</b>		

<b>3. LABOUR RATE – MODIFICATION AND INSTALLATION OF SPECIALIZED MISSION SYSTEMS AT EAST FACILITY</b>							
At the following firm all-inclusive hourly rate, inclusive of equipment, materials and supplies, fees, overhead and profit; excluding parts:							
a) Estimated Volume (Initial 2 year period)	b) Initial Period Hourly Rate (2 Years)	c) Estimated Volume (Year 3)	d) Option 1 (Year 3) Hourly Rate	e) Estimated Volume (Year 4)	f) Option 2 (Year 4) Hourly Rate	g) Estimated Volume (Year 5)	h) Option 3 (Year 5) Hourly Rate
2000		1000		1000		1000	
i) Estimated Volume (Year 6)	j) Option 4 (Year 6) Hourly Rate	k) Estimated Volume (Year 7)	l) Option 5 (Year 7) Hourly Rate	m) Estimated Volume (Year 8)	n) Option 6 (Year 8) Hourly Rate	Total Price for each Cost Item calculated as follows: \$ (a*b) + (c*d) + (e*f) + (g*h) + (i*j) + (k*l) + (m*n)	
1000		1000		1000		<b>(E3)</b>	

<b>4. PARTS – EAST FACILITY</b>			
At the following firm % Discount rate off OEM List for the life of the Contract.			
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, etc.			
Cost Items	a) Estimated Volume for Evaluation	b) Proposed Discount Rate	Total Price for each Parts Cost Item (calculated as follows:) = \$ (a*(1-b))
1) New Parts	\$1,000,000		<b>(E4)</b>
2) Used - Serviceable Parts - Overhaul Condition	\$500,000		<b>(E5)</b>

<b>5. Exchange Parts</b> 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.	
<b>6. Cores Charge</b> 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.	
<b>7. Vendor Subcontract</b> At the Contractor's actual cost, no markup.	
<ul style="list-style-type: none"><li>• <b>Estimated Volumes provided in this table are for evaluation purposes only and are not a commitment on the part of Canada.</b></li></ul> <p>For evaluation purposes only, the price of the bid will be determined as follows:</p> <p><b>TOTAL BID PRICE = Sum of the Total Price for all Cost Items (E1+E2+E3+E4+E5)</b></p> <p>Applicable Taxes excluded, Canadian customs duties and excise taxes included.</p>	<p>\$ _____</p> <p><b>EAST FACILITY TOTAL BID PRICE</b></p> <p>Currency Type: _____</p>

## 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)

## ANNEX "F" 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)

Solicitation No. - N° de l'invitation  
M7594-211350/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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**ANNEX “G”**

**TASK AUTHORIZATION FORM PWGSC-TPSGC 572**



## Task Authorization Autorisation de tâche

**Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization**  
(Use form DND 626 for contracts for the Department of National Defence)

**Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche**  
(Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)

**Contract Number**

Enter the PWGSC contract number.

**Numéro du contrat**

Inscrire le numéro du contrat de TPSGC.

**Contractor's Name and Address**

Enter the applicable information

**Nom et adresse de l'entrepreneur**

Inscrire les informations pertinentes

**Security Requirements**

Enter the applicable requirements

**Exigences relatives à la sécurité**

Inscrire les exigences pertinentes

**Total estimated cost of Task (Applicable taxes extra)**

Enter the amount

**Coût total estimatif de la tâche (Taxes applicables en sus)**

Inscrire le montant

**For revision only**

**Aux fins de révision seulement**

**TA Revision Number**

Enter the revision number to the task, if applicable.

**Numéro de la révision de l'AT**

Inscrire le numéro de révision de la tâche, s'il y a lieu.

**Total Estimated Cost of Task (Applicable taxes extra) before the revision**

Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.

**Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision**

Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.

**Increase or Decrease (Applicable taxes extra), as applicable**

As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.

**Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu**

S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.

**1. Required Work: Complete sections A, B, C, and D, as required.**

**1. Travaux requis : Remplir les sections A, B, C et D, au besoin.**

**A. Task Description of the Work required:**

Complete the following paragraphs, if applicable.  
Paragraph (a) applies only if there is a revision to an authorized task.

(a) Reason for revision of TA, if applicable:  
Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations.

(b) Details of the activities to be performed (include as an attachment, if applicable)

(c) Description of the deliverables to be submitted (include as an attachment, if applicable).

(d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).

**A. Description de tâche des travaux requis :**

Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a une révision à une tâche autorisée.

(a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches.

(b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu).

(c) Description des produits à livrer (joindre comme annexe, s'il y a lieu).

(d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

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**B. Basis of Payment:**

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

**C. Cost of Task:****Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (Applicable taxes extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

**Option 2:**

Total cost of Task (Applicable taxes extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

**D. Method of Payment**

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

**B. Base de paiement :**

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

**C. Coût de la tâche :****Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (Taxes applicables en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

**Option 2 :**

Coût total de la tâche (Taxes applicables en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

**D. Méthode de paiement**

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

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**2. Authorization(s):**

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

**3. Contractor's Signature**

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

**2. Autorisation(s) :**

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat. Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.

**3. Signature de l'entrepreneur**

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.

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## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐ No - Non ☐ Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

►

### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**

**Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

### 1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

\_\_\_\_\_  
Name and title of authorized client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 3. Contractor's Signature - Signature de l'entrepreneur

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**ANNEX “H”**

**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_ I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. M7594-221350/001/CAG between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligations of this agreement will survive the completion of the Contract Serial No. M7594-221350/001/CAG.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date