



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
200 Kent Street | 200 rue Kent
Ottawa, ON, K1A 0E6

Email / Courriel : [DFOtenders-
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans 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 and services listed herein and on any
attached sheets at the price(s) set out
therefor.

Proposition à : Pêches et Océans 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 appendices ci-jointes, les biens
et les services énumérés ici sur toute
feuille ci-annexée, au(x) prix indiqué(s).

Title / Titre Joint Review of Transport Canada's Aircraft Services		Date April 12, 2022
Solicitation No. / N° de l'invitation 30002732		
Client Reference No. / No. de référence du client(e) 30002732		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est) On / le : May 2, 2022		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Mazen Obeid Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca Cc: Mazen.Obeid@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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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 Evaluation Criteria, and the Federal Contractors Program for Employment Equity - Certification,.

1.2. Summary

Context

The Department of Fisheries and Oceans (DFO) and Canadian Coast Guard (Coast Guard), and Transport Canada (TC) require consulting services for a third party analysis to identify an ideal organizational construct(s) for the delivery of Transport Canada's (TC) Aircraft Services Directorate (ASD) business lines. The resultant proposed construct must optimize the operational effectiveness of existing program mandates and implement fiscal efficiencies, while considering benefits to the whole of government, including the VIP fleet and services

Work Description

The objective of the work is to conduct an in-depth evaluation of the sustainability of the current services delivered by TC ASD through the lenses of departmental mandates, appropriate service performance criteria, effective governance, fiscal management, and asset renewal / recapitalization from a whole of government perspective. To accomplish this, an independent third party, with the support of DFO/CCG, DND, TC ASD and TC Civil Aviation, will conduct a comprehensive enterprise analysis of TC ASD fiscal and service-delivery structures to provide a recommendation on the way forward for the following business lines, each assessed individually and in combination with each other:

- Coast Guard Helicopter Operation and Maintenance Services;
- Intelligence, Surveillance and Reconnaissance Operations and Maintenance services including the National Aerial Surveillance Program and the Remotely Piloted Aircraft System (RPAS) program delivery;



- DND Maintenance and Operations and Training services for Fixed Wing and Rotary Wing Fleets; and
- TC Civil Aviation operations and Training Services for Fixed Wing, and Rotary Wing fleets.

The analysis is to investigate options for the provision of aviation services, including maintaining the TC ASD status quo or other models of service delivery, which could include partial industry outsourcing for training. To focus the parameters of the effort, the analysis will be characterized by the incorporation of the following five key factors:

Mandate

Determine if a clarity in mandate for the provision of air services is required. Each Department is currently responsible for the delivery of their respective departmental mandates. Service level agreements have been developed to leverage TC ASD capacity to support the delivery of these operational mandates. This study should link the existing individual departmental (TC/DFO/DND) mandates and civil air service requirements into a unified direction to be supported by the organization(s).

Governance

There is a need to evaluate and determine the best governance structure(s) to support departmental mandates. This study will seek to optimize mission effectiveness by assessing operational efficacy and outputs, through the recognition of operational principles such as: selection and maintenance of the aim; unity of effort; unity of purpose; unity of command; and economy of effort. This study will further assess the current governance structures and determine where business and operational efficiencies can be achieved in order to propose an integrated governance structure which promotes proper command and control to effectively manage the competing and complementary objectives of ASD's clients.

Service Performance / Standards

The levels of service required to support individual program mandates is to be reviewed and confirmed. Performance standards must be reiterated or defined as required. These performance standards must be attributed to sustained funding and personnel requirements.

Funding / Cost Recovery Model.

This study will determine the appropriate funding / investment levels to sustain effective and efficient current and future organizational construct(s). This must include appropriate cost recovery models and the associated process by which these are attributed to a specific program. This study will identify factors leading to fiscal inefficiencies within TC and DFO/CCG's aviation programs and assess opportunities for improvements that will benefit all of ASD's clients, including potential cost savings initiatives, while recognizing mission execution imperatives. The analysis is to recommend an approach for budget requirements that improve financial and operational outcomes.

Asset Renewal / Recapitalization.

Consider and assess life-cycle costs to address the present deficit but also the future capital requirements including, aircraft, simulators and infrastructure required to meet the fleet renewal needs. Provide preliminary assessment of asset condition and identify anticipated recapitalization of TC ASD's real property and capital assets expected over the next investment planning cycle (10 -15 years). Define opportunities for optimization and associated direct and indirect costs.

Length of Work

The Contractor must perform and complete all Work by November 30, 2022. See specifications for the project milestones.



Work Location

The consulting services must take place at the Contractor's location of work. The Contractor must be ready to work in close and frequent contact with the Integrated Project Team.

1.2.1. COVID-19 vaccination requirement

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.

1.2.2. The Federal Contractors Program

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

1.3. Debriefings

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

1.4. Trade Agreements

The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Ukraine Free Trade Agreement, Canada-Honduras Free Trade Agreement, World Trade Organization-Agreement on Government Procurement (WTO-GPA), and the Canadian Free Trade Agreement (CFTA).



PART 2. - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual Standard Acquisition Clauses and Conditions manual (SACC) clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2. Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation. Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3. Enquiries - Bid Solicitation

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

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

2.4. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5. Basis for Canada's Ownership of Intellectual Property



The Department of Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

The Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software

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.



PART 3. - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

Section I: Technical Bid

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. 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 the Pricing Schedule attached at Attachment 1 to Part 3.

3.1.2. Exchange Rate Fluctuation

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

3.1.3. SACC Manual Clauses

Section III: Certifications

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



ATTACHMENT 1 TO PART 3 – PRICING TABLE

The milestone table consists of milestones based on all-inclusive professional services rates.

No.	Milestones	Timeline	Percentage	Milestone Price
1	Kick Off Project Plan Approval Monthly Performance Review	May 2022 – July 2022	25	\$
2	Monthly Performance Review Draft Report(s)	August 2022 – October 2022	25	\$
3	Final Report(s)	Early November 2022	50	\$
Subtotal of Milestones (HST extra)				\$
Taxes				\$
Total Bid Price				\$

Total Bid Price Breakdown:

The bidder shall provide the resource names and per diem rates used in the milestone prices. Any amendments to this pricing table will be based on the all-inclusive per diem rates provided below.

The total bid price is based on the following all-inclusive rates:

Resource Name	Title	Per Diem Rate
1.		\$
2.		\$
3.		\$

Please add rows as necessary.



PART 4. - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Attached at Annex "C"

4.1.2. Financial Evaluation

Attached at Attachment 1 to Part 3

4.1.2.1. Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2. Basis of Selection - Mandatory Technical Criteria [A0031T](#) (2010-08-16)

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



PART 5. - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Bid

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

5.1.2. Additional Certifications Required with the Bid

5.1.2.1. 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;

(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or

(c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

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. 31 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 provided will render the bid non-responsive.

5.2.1. Integrity Provisions – Required Documentation

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

5.2.2. Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).



Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

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

5.2.3. Additional Certifications Precedent to Contract Award

5.2.3.1. Status and Availability of Resources [A3005T](#) (2010-08-16)

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.4. 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: 2019-01](#) 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;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



PART 6. - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1. Security Requirements

There is no security requirement applicable to the Contract.

6.2. Insurance Requirements – G1005C (2016-01-28)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



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".

7.2. Standard Clauses and Conditions

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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](#) (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Subsection 12 of [2035](#) (2013-03-21) General Conditions - Higher Complexity - Services - Invoice Submission, is amended as follows:

Delete: [2035 12](#) (2013-03-21), Invoice Submission
Insert: **Invoice Submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and
- l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.



3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7.2.1.1. Suspension of the Work (2014-09-25)

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 29 or section 30.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

7.2.2. Supplemental General Conditions

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules applies to and forms part of the Contract.

7.3. Security Requirements

- 7.3.1. The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).



- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

7.4. Term of Contract

7.4.1. Period of the Contract

The period of the Contract is from date of Contract Award to _____ inclusive. (*To be completed at contract award*)

7.5. Authorities

7.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Mazen Obeid
Contracting Officer
Procurement Services and Procurement Hub
Fisheries and Oceans Canada
Government of Canada

200 Kent Street
Ottawa, ON K1A 0E6
Cell phone: (613) 299-2564
E-mail: Mazen.Obeid@dfo-mpo.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 completed at contract award*)

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: _____
 E-mail address: _____

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. Contractor's Representative



The Contractor's Representative for the Contract is: (*To be completed at contract award*)

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: _____
 Facsimile: _____
 E-mail address: _____

7.6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7. Payment

7.7.1. Basis of Payment – Fixed time rate – Limitation of Expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$_____ (*To be completed at contract award*). Customs duties are included and Applicable Taxes are included.

7.7.2. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (*To be completed at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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. Methods of Payment – Milestone Payment

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract at Annex B and the payment provisions of the Contract if all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.



7.7.4. Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

7.8. Invoicing Instructions

7.8.1. The Contractor must submit invoices in accordance with subsection 7.2.1 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

7.8.2. Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: [TBD](#) and provides the required information as stated in subsection 7.8.1 above.

7.9. Certifications and Additional Information

7.9.1 Compliance

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

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10. Applicable Laws

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

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 supplementary conditions [4013](#) (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules, and [4014](#) (2021-11-29) Suspension of the work;
- (c) the general conditions [2035](#) (2021-12-02) General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ (*To be completed at contract award*)



7.12. Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement

7.13. 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](#)".

7.14 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

- a) Paper consumption:
 - Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
 - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security requirements).
- b) Travel requirements:
 - The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
 - Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
 - Use public transportation or another method of green transportation as much as possible.



ANNEX “A” - STATEMENT OF WORK

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Purpose

This document is the Statement of Work (SoW) for the Enterprise¹ review of Transport Canada's (TC) Aircraft Services Directorate (ASD). The approved SoW defines the key components of the project by outlining detailed tasks, deliverables, milestones and schedules.

The purpose of the Project is to identify an ideal organizational construct(s) for the delivery of TC ASD lines of business. Coast Guard and TCASD are seeking to maximize financial and operational efficiencies. There is a need to make recommendations for future budget requirements compared to current budget allocations that improve financial and operational outcomes. The Project will investigate options for the provision of aviation services, including maintaining the TC ASD status quo or other models of service delivery, which could include partial industry outsourcing, and / or transition of services to an operational organization such as the Department of Fisheries and Oceans and Canadian Coast Guard.

Project Scope

Requirement

The Department of Fisheries and Oceans (DFO) and Canadian Coast Guard (Coast Guard), and Transport Canada (TC) require consulting services for a third party analysis to identify an ideal organizational construct(s) for the delivery of Transport Canada's (TC) Aircraft Services Directorate (ASD) business lines. The resultant proposed construct must optimize the operational effectiveness of existing program mandates and implement fiscal efficiencies, while considering benefits to the whole of government, including the VIP fleet and services.

Introduction

Canadian Coast Guard

The Canadian Coast Guard provides maritime services supporting government priorities, contributing to the safety, accessibility, sustainability, and security of Canadian waters. In doing so, the Coast Guard serves clients in all sectors of the Canadian economy. Coast Guard programs deliver services to Canadians that include:

- Aids to navigation, icebreaking, maritime search and rescue, pollution response, and marine communications and traffic services to commercial fishers, commercial shippers, ports and recreational boaters.
- A response to federal maritime priorities and natural or man-made emergencies. The provision of support for various activities mandated under the Federal Emergency

¹ For the context of the Joint Review, the term Enterprise connotes Transport Canada's existing Aviation Services Directorate business lines and the associated direct services to its clients as identified in the joint Scoping Paper. This will include TC's enabling support elements such as Real Property, Human Resources, Information Management & Technology, and Finance.



Response Plan and involvement, both nationally and internationally, in planning and exercises related to environmental response and search and rescue.

- Support to the Department of Fisheries and Oceans (DFO) programs by providing vessels, helicopters, and maritime professionals to support science activities and to help manage and protect fisheries resources.
- Support to other departments, boards and agencies of the Government of Canada through the provision of ships, aircraft and other maritime services. This includes the integration of surveillance services through its contribution to the Recognized Maritime Picture and its operational support to the Department of National Defence (DND) and Public Safety.

In support of the priorities above, the Canadian Coast Guard has a fleet of 23 light and medium helicopters. The operational headquarters for the CCG helicopters is in Ottawa and the helicopters are assigned to 9 bases located throughout Canada. These helicopters support activities such as maritime surveillance, ice reconnaissance, maintenance and construction of aids to navigation and telecommunications equipment, personnel and cargo transfer between ship and shore, and support to science and fisheries enforcement. Coast Guard helicopters are required to operate in all areas of Canada, including the east and west coasts, the Arctic, Great Lakes and St. Lawrence Seaway, as well as inland waterways and Canada's north.

Through the provisions of an MOU, TC operates and maintains Coast Guard's helicopter fleet, under the provisions TC's Air Operator Certificate (AOC) and aircraft Approved Maintenance Organization (AMO). This has been a mutually beneficial relationship with Transport Canada for the provision of helicopter services for the past 25-30 years. However, rising program costs, and the pursuit of improved operational efficiencies, have prompted Coast Guard and TC to explore ways to optimize utilization of the helicopter fleet better contribute to the future sustainability of the helicopter fleet and service to Canadians.

As a result of optimization efforts, a third party baseline analysis of helicopter operations, and a joint financial analysis of helicopter operations, it was decided that a broader analysis was required to determine if other efficiencies were possible. In consultation between Coast Guard and Transport Canada leadership, a joint aircraft services review was recommended to identify the optimal organizational constructs for ASD's enterprise lines of business by focussing on five key elements: Mandate; Performance Standards, Governance, Funding Model, Recapitalization.

Transport Canada Aircraft Services Directorate

TC ASD is responsible for the provision, maintenance and modifications of aircraft and the provision of aviation services in support of TC operations, as well as selected programs of other



federal government departments and agencies. This includes the provision of appropriate professional pilot training and currency for Civil Aviation Inspectors and the Transportation Safety Board of Canada and the Engineering Test Pilot (ETP) group as well as for maintenance personnel. ASD clients also includes Coast Guard, DND, Environment and Climate Change Canada, DFO, Parks Canada, Public Safety, TC Marine Safety and Security Directorate, Utility Flight Services, Ottawa Regional Police and the Royal Canadian Mounted Police.

TC ASD is a Commercial Air Carrier and operates in accordance with the Canadian Aviation Regulations and Standards. As the Federal Government's aviation provider, TC ASD provides services nationally in the following areas:

- Flight Operations
- Technical Services
- Engineering Services
- Surveillance Operations (National Aerial Surveillance Program (NASP) and Remotely Piloted Aircraft System (RPAS))
- Training (on Aircraft, Maintenance and in Simulator)
- Aviation Safety (Safety Management System)

As an AMO, TC's Technical Services Branch provides maintenance on many fixed wing and rotary wing aircraft types. This includes specialization in maintenance analysis and planning, aircraft maintenance and modification, component repair and overhaul, quality assurance, aircraft maintenance training, logistic support and fleet management.

The Airworthiness Engineering Organization (AEO) under the Engineering Services Branch has delegated authority to approve changes to aeronautical product type design and repair design in civil registered aircraft owned by TC, other government departments and private sector clients.

TC ASD owns and operates a fleet of 19 fixed wing aircraft, 4 rotary wing aircraft, 2 fixed wing simulators and 1 RPAS. In addition, there are 23 Coast Guard helicopters, a simulator and 4 DND fixed wing aircraft.

Additionally, in part, TC ASD provides ongoing support to Transport Canada Civil Aviation's mandate which include the following:

- pilot training and currency for Civil Aviation AO (Aircraft Operations) and ETP (Engineering Test Pilot) group, per AO Collective Agreement,



- oversight surveillance capacity for Civil Aviation (regular flying program or RFP) across the various Regions.
- uplift capacity to support Governmental Multi Modal uplift requirements (Ministers, Members of Parliament, Emergency Response, etc)

Objective of the Work

The objective of the work is to conduct an in-depth evaluation of the sustainability of the current services delivered by TC ASD through the lenses of departmental mandates, appropriate service performance criteria, effective governance, fiscal management, and asset renewal / recapitalization from a whole of government perspective. To accomplish this, an independent third party, with the support of DFO/CCG, DND, TC ASD and TC Civil Aviation, will conduct a comprehensive enterprise analysis of TC ASD fiscal and service-delivery structures to provide a recommendation on the way forward for the following business lines, each assessed individually and in combination with each other:

- Coast Guard Helicopter Operation and Maintenance Services;
- Intelligence, Surveillance and Reconnaissance Operations and Maintenance services including the National Aerial Surveillance Program and the Remotely Piloted Aircraft System (RPAS) program delivery;
- DND Maintenance and Operations and Training services for Fixed Wing and Rotary Wing Fleets; and
- TC Civil Aviation operations and Training Services for Fixed Wing, and Rotary Wing fleets.

The analysis is to investigate options for the provision of aviation services, including maintaining the TC ASD status quo or other models of service delivery, which could include partial industry outsourcing for training. To focus the parameters of the effort, the analysis will be characterized by the incorporation of the following five key factors:

Mandate

Determine if a clarity in mandate for the provision of air services is required. Each Department is currently responsible for the delivery of their respective departmental mandates. Service level agreements have been developed to leverage TC ASD capacity to support the delivery of these operational mandates. This study should link the existing individual departmental (TC/DFO/DND) mandates and civil air service requirements into a unified direction to be supported by the organization(s).



Governance

There is a need to evaluate and determine the best governance structure(s) to support departmental mandates. This study will seek to optimize mission effectiveness by assessing operational efficacy and outputs, through the recognition of operational principles such as: selection and maintenance of the aim; unity of effort; unity of purpose; unity of command; and economy of effort. This study will further assess the current governance structures and determine where business and operational efficiencies can be achieved in order to propose an integrated governance structure which promotes proper command and control to effectively manage the competing and complementary objectives of ASD's clients.

Service Performance / Standards

The levels of service required to support individual program mandates is to be reviewed and confirmed. Performance standards must be reiterated or defined as required. These performance standards must be attributed to sustained funding and personnel requirements.

Funding / Cost Recovery Model

This study will determine the appropriate funding / investment levels to sustain effective and efficient current and future organizational construct(s). This must include appropriate cost recovery models and the associated process by which these are attributed to a specific program. This study will identify factors leading to fiscal inefficiencies within TC and DFO/CCG's aviation programs and assess opportunities for improvements that will benefit all of ASD's clients, including potential cost savings initiatives, while recognizing mission execution imperatives. The analysis is to recommend an approach for budget requirements that improve financial and operational outcomes.

Asset Renewal / Recapitalization

Consider and assess life-cycle costs to address the present deficit but also the future capital requirements including, aircraft, simulators and infrastructure required to meet the fleet renewal needs. Provide preliminary assessment of asset condition and identify anticipated recapitalization of TC ASD's real property and capital assets expected over the next investment planning cycle (10 -15 years). Define opportunities for optimization and associated direct and indirect costs.

Life Cycle Costing Approach

The analysis is to be based upon a proven comparative lifecycle costing analysis, recognized within industry to be representative of aviation cost components, capable of providing detailed analysis of long-term financials of operations and maintenance across fixed and rotary wing assets. Financial Analysis of each proposed service delivery model must be baselined against the status quo TC service delivery model, and thus directly comparable between proposed



service delivery models. The model is to include organization structures, facilities, overhead, staffing, resources, budgets, documentation, training, schedules, etc. necessary to obtain and maintain Canadian Aviation Regulations certification. The lifecycle cost analysis must take into consideration the Coast Guard helicopter analysis conducted by Conklin & de Decker between 2014 & 2021.

Review Constraints

The following constraint(s) apply:

- a. The Project will review only the existing ASD services as depicted in the project scope; and
- b. Industry outsourcing is only to be investigated within the Civil Aviation business line.

Requirements

Tasks

The contractor will use professional expertise in the domain of Commercial Aviation Operations to provide services to complete the work and must include, but not be limited to, the tasks stipulated herein.

General

The Contractor must plan the work and complete the following general programme tasks:

- a. Produce a Project Plan;
- b. Conduct comparative Life Cycle costing analysis across all existing business lines and proposed delivery models (include capital assets and real property);
- c. Provide weekly written progress updates;
- d. Provide monthly financial and milestone performance reports;
- e. Submit draft report(s) 3 weeks before the final reports;
- f. Submit a final report on Mandate, Governance and Performance Standards, Costed Operating Models, and Recommendations;
- g. Submit a final report on Financial and Operational Assessment, Costed Operating Models and Recommendations; and



- h. Submit a final report on Asset Renewal / Recapitalization, including recommended options.

Mandate

The intent of this area of investigation is to identify the Departmental mandate relationships in the execution of government objectives relating to aviation services. In so doing, the analysis seeks to ascertain whether or not the current mandates are sufficient and if any gaps exist. The Contractor must provide options for an ideal organizational construct(s) to best deliver aviation services to existing ASD clients. Specifically, the contractor must:

- a. Assess the NASP , Coast Guard Helicopter Services, DND maintenance and training services, and the Civil Aviation training programs, TC ASD's fixed wing and rotary wing fleets to determine the optimal service delivery model;
- b. Update current asset allocations (based on WoG Aircraft Services Review final report - 2018) ;
- c. Update the Services provided (based on WoG Aircraft Services Review final report - 2018);
- d. Evaluate the efficacy of existing service delivery in support of respective mandates for each of the TC ASD business lines;
- e. Evaluate the synergies of the individual existing services provided by TC ASD;
- f. Evaluate the synergies to be gained from Class 2 Remotely Piloted Aircraft Systems to determine the optimal service deliver model; and
- g. Make a recommendation on service delivery optimization with respect to operational effectiveness to support program mandates.

Governance

Effective and efficient governance is critical in the execution of operational missions. Consequently this area of investigation is to determine and recommend the most effective governance to achieve the operational mandates to which the TC ASD services are applied. In addition, the analysis is to articulate the optimal governance for each individual business line as well consider the advantages of multiple business lines operating under unified direction. Specifically, the contractor must:

- a. Assess Operational Functions in terms of key principles of operations, including unity of purpose, unity of effort, unity of command, etc.;



- b. Identify an optimal structure to execute operational surveillance and direct support clients and to maritime assets;
- c. Identify partnering opportunities to maximize mission efficiencies and value to Canadians, considering existing mandates, sovereignty, and security requirements;
- d. Identify operational doctrine² and policy implications;
- e. Identify organization structures for operational execution and airworthiness regulatory requirements, and make recommendations on areas of improvement;
- f. Identify optimal training structures;
- g. Identify mission leadership opportunities to improve operations;
- h. Identify personnel considerations and optimal human resource structure;
- i. Identify facilities plan;
- j. Identify asset management authorities (aircraft , real property, IM/IT);
- k. Identify gaps in current authorities of the governance models (HR, IM/IT, Real Property);
- l. Make a recommendation on governance structure; Present governance options including privatization of TCCA training; and
- m. Determine where business and operational efficiencies can be achieved in order to propose an integrated governance structure which promotes proper command and control.

Funding / Cost Recovery Model

Program integrity is fundamental. It is critical that the current financial situation is well documented. This needs to be expanded across all proposed delivery models, and include opportunities for optimization. This area of study is to optimize financial structures and authorities by balancing cost efficiencies with operational outputs. It is to optimize financial structures and authorities by balancing cost efficiencies with operational outputs. Both direct and indirect costs are to be considered. This implies the application of optimized human resources, and in the case of Civil Aviation, may include industry outsourcing options for pilot

² Coast Guard intends to develop operational doctrine to codify how missions are conceived, planned and executed. Shaped by higher level policies, doctrine publications provide a common reference point for organization structures and processes. Applicable doctrine will incorporate a holistic approach to mission execution and will include the necessary command, staff and planning elements to produce an integrated air and maritime response.



training. The funding model should consider broader service opportunities to the Government of Canada and identify the associated costs to ensure that unfunded tasks are not left unaddressed. It is important for the Contractor to include the costs associated with the Employee Benefit Plan³ (EBP) in the overall costs, so this a potential funding source can be discussed with Treasury Board Secretariat and the Department of Finance.

Specifically, the contractor must include as a minimum the following:

- a. Verify any funding shortfalls and their root cause;
- b. Benchmark performance with industry/government standards;
- c. Optimize, direct, indirect and overhead costs – Operations, Maintenance, and Training;
- d. Identify a proposed budget restructure across the whole program that minimizes costs while preserving operational requirements;
- e. Identify real property costs and impact on overall budget;
- f. Optimize multi year planning assessments;
- g. Identify recommendations or processes that will optimize the fiscal framework;
- h. Select and define industry standard hourly costs model; “cost baseline”;
- i. Define operational and requirements criteria; “operational baseline”;
- j. Transfer current (as-is) costs into “cost baseline”;
- k. Transfer current (as-is) operational delivery into “operational baseline”;
- l. Outline options to maintain current delivery while reducing costs (relative to operational and cost baseline);
- m. Outline options for alternate service delivery of current requirements (relative to operational and cost baseline); and
- n. Consider alternate (new or future) requirements definition (relative to operational and cost baseline).

Asset Renewal / Recapitalization

³ Starting April 1, 2022, Treasury Board Secretariat instructed all departments to charge 27% EBP for services it offers through a cost recovery regime.



Identifying future expenses, and building an inclusive investment plan are important factors in this analysis. As such, it is important to sequence capital replacement requirements for real property, aircraft and ground equipment over the investment planning period (see section 2.3 Asset Renewal/Recapitalization). Specifically, the contractor must:

- a. Identify materiel life-cycle costs - all real property, capital assets, IM/IT;
- b. Update/baseline current asset allocations (based on WoG Aircraft Services review);
- c. Review and assess existing long-term asset renewal/recapitalization plans (CCG, TC) for completeness, and quantify the impact on all of the proposed service delivery models; and
- d. Identify any change to the asset renewal/recapitalization plans for the recommended service delivery model(s) (real property & aircraft).

Service Performance/Standards

The levels of service required to support individual program mandates is to be reviewed and confirmed. Performance standards must be defined. Specifically, the contractor must:

- a. Detail performance criteria by program / services;
- b. Attribute HR demand to achieve performance criteria;
- c. Attribute cost to achieve performance criteria;
- d. Identify baseline regulatory requirements;
- e. Define sustainable performance standard in context of cost;
- f. Define reporting requirements;
- g. Align annual budget planning schedule & milestones; and
- h. Identify leadership standards necessary to nurture operational capability.

Life Cycle Costing components

The Life Cycle costing must include the following:

- a. Fuel consumption for one or more standard flight profiles;



- b. Cost of crewing for standard flight profile;
- c. Routine and non-routine maintenance costs, including labor hours as well as detailed costs, overhaul/replacement intervals, premature removal rates for all major aircraft and engine components. This should take into consideration the environment within which the aircraft will be operated and the missions accomplished, such as long range patrol surveillance missions, deployed shipborne helicopter operations, shore-based operations, etc.; and
- d. Inflation rates.

Minimum Essential Requirements

The Contractor must demonstrate that its resource(s) meet(s) the following minimum essential requirements:

- a. Education/Professional Qualifications:
 - i. Professional designation in any one of the following: Chartered Professional Accountant (CPA), Chartered Accountant (CA), Certified Management Accountant (CMA), Certified General Accountant (CGA), Certified Internal Auditor (CIA) or Certified Government Auditing Professional (CGAP); and
 - ii. Experience within the past ten (10) years, must have a minimum of eight (8) cumulative years of audit experience, including at least two (2) cumulative years of experience in internal or external audit.
- b. The Contractor's resource(s) must have a minimum of 5 years experience in the last 10 years in the domain of Commercial Air Operations under Part 7 of the Canadian Aviation Regulations. This includes, but is not limited to flight operations, aircraft maintenance and training for fixed wing and rotary wing aircraft;
- c. The Contractor must have a minimum of 10 years experience in the domain of air operations related to dynamic maritime surveillance operations, shore based and shipboard;
- d. The Contractor must have developed and own a proven Life Cycle Cost software program and database pertaining to fixed and rotary wing aircraft to be used in the conduct of this work, which provides detailed analysis of the long term cost of operation;



- e. The Contractor's Life Cycle Cost software program and database must:
- Provide operation and maintenance budget cost data for all applicable fixed and rotary wing aircraft;
 - Calculate when specific maintenance actions are due based on hours, cycles and/or calendar time as specified by the maintenance program for that make and model of aircraft and the accompanying database provides the required cost data; and
 - Present the data as an annual budget and includes detailed breakouts for all major maintenance cost items.
- f. The Contractor must have proven experience, through client attestations or references, utilizing their Life Cycle Cost software programs and databases pertaining to commercial aircraft and services to government organizations and corporations to analyze the long term cost of operation and maintenance of commercial fixed wing and rotary wing aircraft; and
- g. The Contractor must have consulting management experience where they have used their Life Cycle Cost software program and database to support a variety of government as well as commercial and private business aircraft operators and service providers to analyze and compare the operation and maintenance.

Milestones and Deliverables

General

The Contractor must deliver the following:

- a. A project plan within 10 business days of the contract Kickoff Meeting;
- b. Schedule, action items, and progress updates at weekly integrated progress reviews;
- c. Financial and milestone reviews monthly;
- d. A draft version of the life cycle costing report containing analyses and comparison between the lifecycle cost associated with each task in section 0 for review and comment by the Joint Review project team;
- e. Prepare a final report containing analyses and comparison between the lifecycle cost associated with each task in section 0.



- f. Each model presented in the final report must include detailed costing for each option.
- g. The final report must include a summary of the options and clear recommendations, for decision, supported by detailed financial and operational analysis.

Milestones

Table 1 defines the key project milestones.

Table 1 - Key Milestones

Key Milestones	Timeline
Kick Off	May 2022
Project Plan Approval	May 2022
Monthly Performance Review	June 2022
Monthly Performance Review	July 2022
Monthly Performance Review	August 2022
Monthly Performance Review	September 2022
Draft Report(s)	Early October 2022
Final Report(s)	Early November 2022

Key Deliverables

The project will deliver a report with integrated recommendations on governance/mandate optimization (Operational Assessment), appropriate funding implementation Financial Assessment), and a real property and capital asset renewal/recapitalization roadmap (Asset Renewal / Recapitalization) (see Table 2 – Deliverables).

Table 2 – Deliverables

Deliverable	Description	Timeline
01	Kick Off Meeting	05 days ACA ⁴
02	Cost Model	05 days ACA ⁵

⁴ After Contract Award

⁵ After Contract Award



Deliverable	Description	Timeline
04	Project Plan	10 days ACA
05	Monthly Performance Report	27 June 2022
06	Monthly Performance Report	25 July 2022
07	Monthly Performance Report	29 August 2022
08	Monthly Performance Report	26 September 2022
09	Draft Report	10 October 2022
10	Final Report including Operational, Financial and Asset Renewal Assessments, & Recommendations	14 November 2022

Reporting Requirements

The Contractor will be required to provide weekly progress reviews to the Integrated Project Team with regard to the development of the deliverables within the scope of this contract, including:

- a. Accomplishments and progress;
- b. Status of the project (on track, ahead, or delayed);
- c. If delayed, identify problems and solutions to get back on track; and
- d. Subsequent week's focus.

Specifications and Standards

The above mentioned deliverables are to be submitted electronically, in English, to the Project Director throughout the contract.

Subject Matter Expert Engagements

In addition to the integrated project team, the Contractor may be required to consult with additional DFO/Coast Guard and TC subject matter experts throughout the project via teleconference / videoconference. The Contractor will use the respective project managers as an initial point of contact for any dialogue with other DFO/ Coast Guard and TC SMEs.

Government Furnished Information



All documents relevant to the performance of this work will be provided to the Contractor. The Government Furnished (GFI) information includes, but is not limited to:

1. DFO/CCG, TCASD, & TCCA Memorandums of Understanding (MOUs), Service Level Agreements (SLAs) related to aviation operations and maintenance client services;
2. Organizational Charts & Staffing Plans;
3. Service Performance/Standards;
4. Financial and Operational information, including recent/relevant analysis of aviation services provided to clients by TCASD;
5. Departmental Investment and Re-Capitalization Plans.

Ownership of Intellectual Property

Any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following ground: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

Other Terms and Conditions of the Statement of Work

Authorities

The Project Director will act as the Departmental Representative and will interact with the Contractor directly in relation to this statement of work.

Coast Guard and TC Responsibilities

CCG and TC agree to:

- a. Facilitate review meetings as appropriate;
- b. Provide government furnished information including, where available, a softcopy of relevant documents or templates;
- c. Facilitate the review of documentation drafts and provision of comments; and
- d. Facilitate the access to documentation and personnel, as required.

Contractor's Responsibilities

The Contractor agrees to hold as confidential and must not disclose any information gathered through assignments(s) or the knowledge of pending assignments as a result of this contract.



The only exception is that confidential information received by the Contractor may be disclosed to the employees of the Contractor if and only to the extent that disclosure of such information is necessary for the performance of the duties of these people.

Location of Work, Work site and Delivery Point

The consulting services must take place at the Contractor's location of work. The Contractor must be ready to work in close and frequent contact with the Integrated Project Team.

Language Requirements

The Contractor must provide services in English and French.

Special Requirements

The Contractor is required to provide its own computer(s) and software.

Security Requirements

It is a condition that, prior to performance of any obligation under any contract resulting from this RFP, the Contractor, sub-contractors and their employees assigned to the performance of such contract must sign a nondisclosure agreement.

Travel and Living

Canada will not pay for travel and living expenses associated with this procurement.



ANNEX “B” - BASIS OF PAYMENT

The winning bidder’s rates will be included here at the time of contract award

The milestone table consists of milestones based on all-inclusive professional services rates.

No.	Milestones	Timeline	Percentage	Milestone Price
1	Kick Off Project Plan Approval Monthly Performance Review	May 2022 – July 2022	25	\$
2	Monthly Performance Review Draft Report(s)	August 2022 – October 2022	25	\$
3	Final Report(s)	Early November 2022	50	\$
Subtotal of Milestones (HST extra)				\$
Taxes				\$
Total Bid Price				\$

Total Bid Price Breakdown:

The total bid price is based on the following all-inclusive rates:

Resource Name	Title	Per Diem Rate
1.		\$
2.		\$
3.		\$



**ANNEX "1 to PART 5 OF THE BID SOLICITATION
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



**ANNEX "C"
EVALUATION CRITERIA**

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Please note bidders must complete the following charts and include with their bid submission.

Criteria No.	Mandatory Technical Criterion	Cross Reference to Proposal with Page number
M1	<p>The Bidder's resource(s) MUST have a minimum of 60 months (5 years) experience in the last 10 years in the domain of Commercial Air Operations under Part 7 of the Canadian Aviation Regulations and MUST demonstrate experience by providing a detailed description of previously completed projects on two (2) separate occasions together with references. This includes, but is not limited to flight operations, aircraft maintenance, and training for fixed wing and rotary wing aircraft.</p> <p>Each project MUST have the following information:</p> <ol style="list-style-type: none"> 1. The name of the client organization (to whom the services were provided); 2. The name, title, telephone number and email address of Project Authority; (For validation Purposes) 3. Description of the type and scope of services that meets the identified criteria by the resource. 4. Dates and duration of the project (indicating the years and months of engagement and the start and end dates of the work). 	<p>Page # _____</p>
M2	<p>The Bidder must demonstrate, by providing a copy of the Professional Designation for each proposed resource, that its proposed resource(s) hold a Professional designation in any one of the following:</p> <p>Chartered Professional Accountant (CPA), Chartered Accountant (CA), Certified Management Accountant (CMA), Certified General Accountant (CGA), Certified Internal Auditor (CIA) or Certified Government Auditing Professional (CGAP).</p>	<p>Page # _____</p>



Criteria No.	Mandatory Technical Criterion	Cross Reference to Proposal with Page number
M3	<p>The Bidder's resource MUST have a minimum of eight (8) cumulative years of audit experience, including at least two (2) cumulative years of experience in internal or external audit, within the past ten (10) years, and MUST demonstrate experience by providing a detailed description of previously completed projects on two (2) separate occasions together with references.</p> <p>Each project MUST have the following information:</p> <ol style="list-style-type: none"> 1. The name of the client organization (to whom the services were provided); 2. The name, title, telephone number and email address of Project Authority; (For validation Purposes) 3. Description of the type and scope of services that meets the identified criteria by the resource. 4. Dates and duration of the project (indicating the years and months of engagement and the start and end dates of the work). 	<p>Page # _____</p>
M4	<p>The Bidder's resource (s) MUST have a minimum of 120 months (10 years) experience in the domain of air operations related to dynamic maritime surveillance operations, shore based and shipboard, and MUST demonstrate experience by providing a detailed description of previously completed projects on two (2) separate occasions together with references.</p> <p>Each project MUST have the following information:</p> <ol style="list-style-type: none"> 1. The name of the client organization (to whom the services were provided); 2. The name, title, telephone number and email address of Project Authority; (For validation Purposes) 3. Description of the type and scope of services that meets the identified criteria by the resource. 4. Dates and duration of the project (indicating the years and months of engagement and the start and end dates of the work). 	<p>Page # _____</p>
M5	<p>The Bidder MUST demonstrate that it has developed and currently own a proven Life Cycle Cost software program and database pertaining to fixed and rotary wing aircraft to be used in the conduct of this work, which provides detailed analysis of the long term cost of operation.</p>	<p>Page # _____</p>



Criteria No.	Mandatory Technical Criterion	Cross Reference to Proposal with Page number
	<p>The Bidder's Life Cycle Cost software program and database MUST:</p> <ul style="list-style-type: none"> • Provide operation and maintenance budget cost data for all applicable fixed and rotary wing aircraft. • Calculate when specific maintenance actions are due based on hours, cycles and/or calendar time as specified by the maintenance program for that make and model of aircraft and the accompanying database provides the required cost data. • Present the data as an annual budget and includes detailed breakouts for all major maintenance cost items. <p>This can be demonstrated by providing a detailed description of previously completed projects for two (2) separate clients together with references.</p>	
M6	<p>The Bidder MUST demonstrate, by providing client attestations or references, that it has a proven experience in utilizing their Life Cycle Cost software programs and databases pertaining to commercial aircraft and services to government organizations and corporations to analyze the long term cost of operation and maintenance of commercial fixed wing and rotary wing aircraft.</p>	Page # _____
M7	<p>The Bidder MUST have consulting management experience where they have used their Life Cycle Cost software program and database to support a variety of government as well as commercial and private business aircraft operators and service providers to analyze and compare the operation and maintenance, and MUST demonstrate experience by providing a detailed description of previously completed projects on two (2) separate occasions together with references.</p> <p>Each project MUST have the following information:</p> <ol style="list-style-type: none"> 1. The name of the client organization (to whom the services were provided); 2. The name, title, telephone number and email address of Project Authority; (For validation Purposes) 	Page # _____



Criteria No.	Mandatory Technical Criterion	Cross Reference to Proposal with Page number
	<p>3. Description of the type and scope of services that meets the identified criteria by the resource.</p> <p>4. Dates and duration of the project (indicating the years and months of engagement and the start and end dates of the work).</p>	