

Refresh/Request for Supply Arrangements (RFSA)

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The Request for Supply Arrangements (RFSA) is divided into six parts plus annexes and appendices, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A - includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B - includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C - includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

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PART 1 - GENERAL INFORMATION

The following abbreviations are used in this document:

Aircraft on Ground (AOG)
Employment and Social Development Canada (ESDC)
Federal Contractors Program (FCP)
Government Electronic Tendering Service (GETS)
Low Dollar Value (LDV)
Medium Complexity (MC)
Public Services and Procurement Canada (PSPC)
Public Works and Government Services Canada (PWGSC)
Request for Proposal (RFP)
Request for Supply Arrangement (RFSA)
Supply Arrangement (SA)
Transport Canada (TC)

1.1 Summary

This Request for Supply Arrangement (RFSA) is to acquire miscellaneous aircraft parts for aircraft fleets operated by Transport Canada (TC), on an as and when required basis. TC aircraft fleets consist of the following models:

Cessna Citation 550, Challenger series, Dash 7/8, King Air C90A, Bell 206B, Bell 407, Bell 412 EPI and Bell 429.

1.2 Security Requirements

There is no security requirement associated with the issuance of a Supply Arrangement (SA).

1.3 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing or by telephone.

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The [2008 \(2023-06-08\)](#) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

2.2 Offer Submission

2.2.1 Offer Receipt.

Subject to provisions for delayed offers, Canada will consider only offers submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 and the "Offer Submission" section of the solicitation.

2.2.2 Delayed Offers

- a. **Late Offers.** Canada will not consider offers delivered after the offer submission closing date and time, unless they qualify as a delayed offer as described below. Canada will return late offers submitted physically, and will delete late offers submitted electronically (while retaining the transaction history).
- b. **Cause of Delay.** Canada may consider an offer delivered after the solicitation of offers closing date but before Canada awards the Supply Arrangement if the Offeror can prove the delay is due solely to a delay in the delivery caused by the Canada Post Corporation (or the national equivalent of a foreign country). Canada will not consider delayed offers due to private couriers (Purolator Inc., FedEx Inc., etc.) misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers.
- c. **Evidence of Delay.** The only evidence relating to a delay in the CPC system that Canada will accept are (i) a CPC cancellation date stamp, (ii) a CPC Priority Courier bill of lading, (iii) a CPC Xpresspost label that clearly indicates that the Offeror mailed the offer before the solicitation of offers closing date, or (iv) a Canada Post Corporation Connect date and time record indicated in the Connect conversation history that clearly indicates that the Offeror sent the offer before the solicitation of offers closing date and time. Postage meter imprints are not acceptable as proof of timely mailing. For the national equivalent to the CPC in a foreign country, Canada will accept the local equivalent to these CPC documents.

2.2.3 Customs Clearance.

It is the responsibility of the Offeror to allow sufficient time to obtain Customs clearance, where required, before the offer closing date and time. Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed offer.

2.2.4 Offers Submitted by Canada Post Corporation's (CPC) Connect service.

- a. **Submission by CPC Connect.** Offerors may submit their offers by CPC [Connect](#) provided by Canada Post Corporation.
- b. **CPC Connect Address.** Unless specified otherwise in the solicitation, Offerors may submit offers by CPC Connect to:
 - i. tpsgc.pareceptiondessaoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca,
Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an CPC Connect conversation or to send offers through an CPC Connect message if the Offeror is using its own licensing agreement for CPC Connect.
- c. **CPC Connect Requirements.**
 - i. **Submission Process.** To submit an offer using CPC Connect, the Offeror must either:
 1. send its offer directly to the specified PWGSC offer Receiving Unit, using its own licensing agreement for CPC Connect provided by CPC, or
 2. send, as early as possible, and in any case at least six business days before the solicitation closing date and time, an email that includes the solicitation number to the specified PWGSC offer Receiving Unit requesting to open an CPC Connect conversation. Canada may not answer any requests to open an CPC Connect conversation received after that time.

- ii. **Transmission Capacity.** The CPC Connect system has the capacity to receive multiple documents, with a limit of 1GB per single message posted and a limit of 20GB per conversation.
- iii. **CPC Connect Conversations.** If the Offeror sends an email requesting CPC Connect to the specified offer Receiving Unit in the solicitation, an officer of the offer Receiving Unit will then initiate an CPC Connect conversation. This will create an email notification from Canada Post Corporation prompting the offeror to access and action the message within the conversation. The offeror will then be able to transmit its offer.
- iv. **Conversation Time Periods.** If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the CPC Connect conversation open for at least 30 business days after the solicitation closing date and time.
- v. **Message Fields.** The Offeror must identify the solicitation number in the CPC Connect message field of all electronic transfers.
- vi. **Acknowledgement of Receipt.** The offer Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the CPC Connect conversation. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if Canada is able to open the attachments or that the content is readable.
- vii. **Canadian Mailing Address.** The use of CPC Connect requires a Canadian mailing address. Offerors that do not have a Canadian mailing address may use the offer Receiving Unit address specified in the solicitation in order to register for CPC Connect
- d. **Use of Correct Email Address.** Offerors must ensure that they are using the correct email address for the offer Receiving Unit when initiating a conversation in CPC Connect or communicating through an CPC Connect conversation.
- e. **Errors in CPC Transmissions.** Canada will not be responsible for any failure attributable to the transmission or receipt of an offer transmitted by CPC Connect.

2.2.5 Offer Submitted by Mail.

- a. **Submission by Mail.** Offerors may deliver their offer by mail, in person or by courier to the address specified in the clause entitled "Offer Receipt".

2.2.6 Offers Submitted by Fax.

- a. **Submission by Fax.** Offerors may submit their offers by fax.
- b. **Fax Numbers.** Offerors may submit their offer by fax to
 - i. The only acceptable fax number for responses to solicitations of offers issued by PWGSC headquarters is 819-997-9776.
- c. **Errors in Faxed Transmissions.** Canada will not be responsible for any failure attributable to the transmission or receipt of a faxed offer.

2.2.7 Offer Submission Method Restrictions.

Canada will not accept offers submitted in any other manner.

2.2.8 Discrepancies.

- a. **Submission via CPC Connect Service.** If the Offeror provides simultaneous copies of its offer using multiple acceptable delivery methods and there is a discrepancy between the wording of any of these copies and the copy provided through CPC Connect service, the wording of the copy provided through CPC Connect service will have priority.
- b. **Submission via Other Methods.** In all other cases of discrepancy, the wording of the hard copy of the offer will have priority.

2.2.9 Offer Submission Requirements.

- a. **Authority.** Each Offeror (and each member of a Joint Venture submitting an Offer) must (i) have legal capacity to contract and (ii) sign the offer by an authorized representative of the Offeror. If a Joint Venture Offeror submits an Offer, the Joint Venture will be required to identify its representative chosen to act on behalf of the Joint Venture (if the Offeror has not done so in the Offer, Canada will provide it a deadline to do so).

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- b. Procurement Business Number.** Each Offeror (and each member of a Joint Venture submitting an Offer) must have a Procurement Business Number (PBN) before issuance of a Supply Arrangement. Suppliers may register for a PBN online at [Supplier Registration Information](#).
 - c. Offer Identification.** Each Offeror must ensure that its name, its return address, the solicitation of offers number, and the closing date and time of the solicitation of offers are clearly visible on any envelope or parcels containing samples or any paper offer as applicable.
 - d. Validity of Offers.** Offers will remain open for acceptance for a period of not less than 90 calendar days from the closing date of the solicitation of offers, unless specified otherwise in the solicitation of offers. Canada reserves the right to seek an extension of the Offer validity period from all compliant Offerors in writing, at least three calendar days before the end of the Offer validity period. If all compliant Offerors agree to extend their Offers, Canada will continue with the evaluation of the Offers. If not all compliant Offerors extend their Offers, Canada, at its sole discretion, will either continue with the evaluation of the Offers of those who have accepted the extension or cancel the solicitation of offers.
 - e. Offer Language.** Offerors may submit their documents and supporting information in either English or French.
 - f. Offer Become Property of Canada.** Offers received on or before the closing date and time of the solicitation of offers will become the property of Canada and Canada will not return them to Offerors. Canada will treat all Offers as confidential, subject to the provisions of the Access to Information Act and the Privacy Act.
 - g. No Assignment of Offers.** An Offer cannot be assigned or transferred in whole or in part.

2.2.10 Technical Difficulties of Offer Transmission.

Despite anything to the contrary in this solicitation of offers, where an Offeror has commenced transmission of its offer through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the solicitation of offers closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Offer by the deadline, Canada may nonetheless accept the entirety of the Offer received after the solicitation of offers closing date and time, provided that the Offeror can demonstrate the following:

- a.** The offeror contacted Canada in advance of the solicitation of offers closing date and time to attempt to resolve its technical difficulties; OR
- b.** The electronic properties of the Offer documentation clearly indicate that all components of the Offer were prepared in advance of the solicitation of offers closing date and time.

2.2.11 Completeness of the Offer.

After the closing date and time of this solicitation of offers, Canada will examine the Offer to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the offer can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Offer meets any standard or is compliant to all solicitation of offers requirements, but will be solely limited to assessing completeness. Canada will provide the Offeror with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice. The offer will be reviewed and deemed to be complete when the following elements have been submitted by the offeror:

- a.** certifications and securities required at offer closing are included;
- b.** offers are properly signed, that the offeror is properly identified;
- c.** acceptance of the terms and conditions of the solicitation of offers and resulting contract;
- d.** that all documents (including certifications, declarations and proofs) created prior to offer closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2.12 Provision of Documentation.

Canada will make available Notices of Proposed Procurement, solicitation of offers, and related documents for download through the Government Electronic Tendering Service. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third Parties. Canada will not notify Offerors if it amends a Notice of Proposed Procurement, a solicitation of offers, or any related documentation. It will post all amendments (including significant enquiries received and their replies) using Government Electronic Tendering Service. Offerors are responsible for regularly consulting Government Electronic Tendering Service for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third Party.

2.3 Enquiries - Request for Supply Arrangements

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

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

2.4 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

- If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The arrangement must be gathered per section and separated as follows:

Section I: Technical Arrangement – Annexes B, C, and D
Section II: Certifications

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

Section I: Technical Arrangement – Annexes B, C, and D (1 hard copy)
Section II: Certifications – (1 hard copy)

Canada requests that Suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Suppliers 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.
- 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 Supplier is simultaneously providing copies of its arrangement 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.

Section I: Technical Arrangement

In the technical arrangement, Suppliers must submit the information requested in Annexes B, C and D.

Section II: Certifications

Suppliers must submit the certification required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the RFSA.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

4.1.1 Mandatory Technical Criteria

The Suppliers must comply with the following mandatory technical criteria:

- Accept the terms and conditions outlined in the RFSA; and
- Meet the Mandatory Technical Criteria outlined in Annex B.

Any bid that fails to meet the mandatory technical criteria will be declared non-responsive.

4.1.2 Technical Requirement

The supplier must provide the information requested in Annexes B, C and D. There will be no point rating for the technical information provided.

4.2 Basis of Selection

An arrangement must comply with the requirements of the RFSA and meet all mandatory technical criteria to be declared responsive.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

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

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **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.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the requirement detailed in Annex A - Requirement.

6.2 Security Requirements

There is no security requirement associated with the issuance of a Supply Arrangement (SA).

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada (PSPC).

6.3.1 General Conditions

2020 (2022-12-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods to the federal government under contracts resulting from the SA. This data must include all purchases.

The Supplier must provide this data in accordance with the reporting requirements detailed in Appendix 1. If some data is not available, the reason must be indicated. If no goods are provided during a given period, the Supplier must still provide a "NIL" report. The data must be submitted on a quarterly basis to the SA Authority. The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the SA Authority no later than 15 calendar days after the end of the reporting period.

6.4 Period of the Supply Arrangement

The SA has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the SA begins to be insert at SA award.

6.5 Authorities

6.5.1 Supply Arrangement Authority

The SA Authority 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

E-mail address: Rick.Long@tpsgc-pwgsc.gc.ca

The SA Authority is responsible for the issuance of the SA, its administration and its revision, if applicable.

6.5.2 Supplier's Representative

Supplier	
Address	
Name	
Telephone	
Email address	

6.5.3 Identified Users

The Identified Users is Transport Canada, Aircraft Services Directorate (ASD), Headquarter in Ottawa, ON.

6.6 On-going Opportunity for Qualification

A Notice will be posted at least once a year on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

6.7 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 the SA;
- (b) the general conditions 2020 (2020-07-01), General Conditions - Supply Arrangement - Goods or Services
- (c) Annexes (to be insert at SA award);
- (d) Appendixes (to be insert at SA award); and
- (e) the Supplier's arrangement dated _____ .

6.8 Supply Arrangement Transition to an e-Procurement Solution (EPS).

6.8.1 Transition to an e-Procurement Solution (EPS).

- a. Use of EPS.** During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the Supply Arrangement's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.
- b. Offeror Election Not To Use EPS.** If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

6.9 Compliance

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

7.0 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. BID SOLICITATION

6.1 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Low Dollar Value (LDV) requirements up to \$24,999.99; and
- Medium Complexity (MC) requirements from \$25,000.00 to a maximum of \$400,000.00.

References to the LDV and MC templates in the RFSA are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) A complete description of the requirement (part number, cage code);
- (b) **2003**, Standard Instructions - Goods or Services - Competitive Requirements; or **2004**, Standard Instructions - Goods or Services - Non-competitive Requirements.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions: **2003** or **2004**) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors.”
- (c) Bid preparation instructions;
- (d) Instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (e) Evaluation procedures and basis of selection; and
- (f) Conditions of the resulting contract.

6.2 Bid Solicitation Process and Tendering Periods

6.2.1 Bids will be solicited for specific requirements within the scope of the SA from Suppliers who have been issued a SA based on the following:

a. The dollar value of the requirements

Low Dollar Value (up to \$24,999.99 including all applicable taxes):

The identified user, in accordance with the Department's delegated authorities, will issue a Request for Proposal (RFP) by e-mail directly to suppliers using the appropriate template and Bid Solicitation Process and Tendering Periods below; and

Medium Complexity (above \$25,000.00 including all applicable taxes):

The identified user must submit a funded requisition for goods (9200) to PSPC SA Authority. PSPC will post a Notice of Proposed Procurement on the Government Electronic Tendering Service (GETS) (except for AOG requirements) and issue a RFP by e-mail directly to suppliers using the Medium Complexity template and Bids Solicitation Process and Tendering Periods below.

b. Required Turnaround Time

Aircraft on Ground (AOG)

AOG is a term in aviation maintenance indicating that a problem is serious enough to prevent an aircraft from flying and there is a rush to acquire the parts to put the aircraft back into service and prevent further delays.

Work Stoppage (WS)

This category is used in situations when a part is required at the destination within 5 days.

Routine (R)

This category is used in situations when a part is required at the destination within 30 days.

Low Dollar Value - Up to \$24,999.99			
Required Turnaround Time	Bid Solicitation Process <i>Using Simple – Low Dollar Value template</i>	Tendering Periods	
AOG 24 hours	Issue a RFP to a minimum of 1 supplier or more. The parts are expected to be delivered to its destination within 24 hours of contract award.	Responses are expected within 2 hours	
Work Stoppage 5 days	Issue a RFP to a minimum of 2 suppliers or more.	Minimum 3 calendar days	
Routine 30 days	Issue a RFP to a minimum of 5 suppliers or more.	Minimum 5 calendar days	
Medium Complexity - From \$25,000.00 to \$400,000.00			
Required Turnaround Time	Bid Solicitation Process <i>Using Medium Complexity template</i>	Tendering Periods	
		CFTA only	WTO-AGP and CETA
AOG 24 hours	Issue a RFP to 1 supplier or more. The parts are expected to be delivered to its destination within 24 hours of contract award.	Responses are expected within 2 hours	
Work Stoppage 5 days	Issue a RFP to all the suppliers on the list.	Minimum 3 calendar days*	Minimum 10 calendar days*
Routine 30 days	Issue a RFP to all the suppliers on the list.	Minimum 15 calendar days*	Minimum 24 calendar days*

c. The aircraft type using the chart provided by PSPC.

* Time may be extended based upon a requirements complexity.

- 6.2.2 This SA will not be used for requirements over \$400,000.00 including all amendments and all applicable taxes.
- 6.2.3 Based on the above solicitation process, the end users will be using different forms for the first pages of the bid solicitation document and the resulting contract.

C. RESULTING CONTRACT CLAUSES

6.1 General

The conditions of any contract awarded under the SA will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

- (a) LDV requirements, General Conditions 2029 will apply to the resulting contract; and
- (b) MC requirements, General Conditions 2010A will apply to the resulting contract.

ANNEX A - REQUIREMENT

1. Requirement

This requirement is being issued on behalf of Transport Canada (TC), Aircraft Services Directorate (ASD) to acquire miscellaneous aircraft parts for TC Aircraft Fleets, on an as and when required basis.

ASD functions as a Commercial Air Operator operating a fleet of fixed and rotary wing aircraft under CARs 702, 703 and 704. ASD is also an Approved Maintenance Organization (AMO) under CAR 573. The fleet of aircraft for which ASD is responsible are operated and maintained primarily from Headquarters in Ottawa and 14 Regional bases. However, some of the aircraft operate world-wide and parts maybe required to be shipped anywhere in the world.

TC Aircraft Fleets consist of the following models and quantities:

PLATFORMS	QUANTITY	MANUFACTURERS
Cessna Citation 550	6	Cessna, Pratt & Whitney
Challenger Series	4	Bombardier, General Electric, Rockwell Collins
Dash 7/8	4	Pratt & Whitney, Viking, Bombardier
King Air C90A	6	Pratt & Whitney, Beechcraft
Bell 206B	1	Bell/Textron, Allison
Bell 407	3	Bell/Textron, Allison
Bell 429	15	Bell/Textron, Pratt & Whitney
Bell 412 EPI	7	Bell/Textron, Pratt & Whitney

Miscellaneous aircraft parts are defined as: parts, components, accessories, hardware, tools and tires.

GSIN CODES: 1560, 1600, 1610, 1615, 1620, 1630, 1640, 1650, 1660, 1680 and 2620.

NOTE: TC reserves the right to modify the list of GSINs without notice.

2. Required Turnaround Time

Aircraft on Ground (AOG)

AOG is a term in aviation maintenance indicating that a problem is serious enough to prevent an aircraft from flying and there is a rush to acquire the parts to put the aircraft back into service and prevent further delays.

Work Stoppage

This category is used in situations when a part is required at the destination within 5 days.

Routine

This category is used in situations when a part is required at the destination within 30 days.

3. Condition of Material

Unless otherwise specified, the Contractor must provide material that is new production of current manufacture or used condition supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

4. Substitute Product

If the Supplier proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Supplier must provide, with its bid all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the part proposed has the form, fit and function characteristics equivalent to the Part Number(s) and NSCM/CAGE code(s) specified in the bid solicitation and is an approved alternative part per CAR 571.13.

Failure to provide the required technical information will result in the bid being declared non-responsive with respect to any part for which such information was requested.

If the Supplier proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide the substitution notice fully completed (Appendix 4).

5. Required Airworthiness Certification

Suppliers are advised that it will be a requirement to provide with each item supplied under the resulting Contract, a Certificate of Conformance, namely:

- a) TCCA Authorized Release Certificate Form One, signed by an appropriately authorized person;
- b) FAA Authorized Release Certificate Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by an appropriately authorized person;
- c) European Aviation Safety Agency (EASA) Form 1, Authorized Release Certificate, signed by an EASA appropriately authorized person; or
- d) OEM's {CAR 561 Approved Manufacturer or FAA Production Approval Holder (PAH)} approved manufacturer's Statement of Conformity (S of C) which includes:
 - i) positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
 - ii) either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

"I certify that the aeronautical product described here has been manufactured in conformity to approved design data and is in a condition for safe operations".
- e) Identification of both the authorized signatory and organization.
- f) Standard Parts – are to be accompanied with a Certificate of Compliance (C of C).

The above list is for guidance only and does not in itself change, create, amend or permit deviations from regulatory requirements as stated within the CARs or TCCA International Agreements {including the TCCA / FAA Maintenance Implementation Procedures (MIP) or the TCCA / EASA Maintenance Annex Guide (MAG)}.

Any parts delivered without acceptable certification is considered an unapproved part.

Used parts being supplied that have been repaired or modified using data other than the manufacturer's recommendations or instructions for continued airworthiness will require the certification basis for the repair data (e.g. TCCA Repair Design Approval, FAA Form 8110-3) to accompany the part.

6. Suspected Unapproved Parts (SUP)

This article focuses on the effect of SUPs on aviation safety and how Transport Canada Civil Aviation (TCCA) communicates with internal and external SUP stakeholders. SUPs do still exist. However, TCCA-approved distributors, maintenance and manufacturing organizations and individuals in general aviation work in partnership to maintain a high safety level. This is achieved by controlling the parts used in aircraft by means of an approval system that aims to eliminate the potential risk posed by the entry of unapproved parts into the Canadian aviation community.

Parts that meet the requirements of the *Canadian Aviation Regulations (CARs)* —Part V, Subpart 71 (CAR 571) are approved parts and acceptable/eligible for installation. When it is not clear whether a part meets CAR 571 requirements, it becomes an SUP. From that point on, it is a shared task to remove the suspicion by identifying it as either approved or unapproved. TCCA Advisory Circular 521-009 and Standard 571.13 of the CARs defines a SUP- Suspected Unapproved Part as follows:

“Unapproved Part”—means any part installed or intended for installation in a type certified aeronautical product, that was not manufactured or certified in accordance with the applicable regulations of the state of production or that is improperly marked or that is documented in such a manner as to mislead with regard to the origin, identity or condition of the part.

Any supplier who provides a part that does not meet the requirements of an approved part within the meaning of the CARs, on three or more separate occasions, may be disqualified as an approved supplier within this SA for a period of up to 12 months.

ANNEX B - MANDATORY TECHNICAL CRITERIA

Transport Canada requires New and/or Used Condition parts to maintain their aircraft fleet. To be considered responsive for this arrangement, Suppliers must qualify in at least one of the following categories. Failure to meet this requirement will deem their offer non-responsive.

- a) Original Equipment Manufacturer (OEM); or
- b) the owner of the design or manufacturing rights to the items must have a CAR 561 approval or an FAA production approval; or
- c) the authorized agent/distributor of the OEM; or
- d) distributors approved by Transport Canada Civil Aviation (TCCA) or Federal Aviation Administration (FAA) accreditation in accordance with AC 00-56B (or later revision), for parts that have an application to a civilian type certified aircraft; or
- e) maintenance organizations approved/accredited by TCCA or repair stations certified by the Federal Aviation Administration (FAA); or
- f) retailer or reseller of aircraft parts with experience in selling parts to various Canadian Government Departments within the past three years. Suppliers must support the information by providing appropriate documentation with the bids.

Please indicate under which categories you will supply the parts and provide documentation to support your statement. Documentation must be provided with your bid.

CATEGORY	NO	YES	SUPPORT DOCUMENT
a			
b			
c			
d			
e			
f			

Name of the Company :	
Signature :	Date :

ANNEX C - TECHNICAL REQUIREMENT

Suppliers should explain and demonstrate how they propose to meet the requirements. Suppliers must provide, as a minimum, the following information in the following format:

QUESTION 1

Describe your company activities related to supply of aircraft parts.

RESPONSE 1:

QUESTION 2

Confirm if you are an Original Equipment Manufacturer (OEM) or a potential supplier/distributor.

RESPONSE 2:

QUESTION 3

Outline your interest in the manufacture and/or supply of aircraft parts.

RESPONSE 3:

QUESTION 4

Please confirm which products, commodities, systems, etc. you are currently providing Transport Canada or any other Canadian Government departments in relation with aircraft fleet.

RESPONSE 4:

Name of the Company :	
Signature :	Date :

ANNEX D - TRANSPORT CANADA AIRCRAFT FLEET

1. Suppliers must identify which aircraft fleet can be support and indicate if possible the related sub-systems and/or categories.

AIRCRAFT	YES	NO	SUB-SYSTEMS/CATEGORIES
Cessna Citation 550			
Challenger Series			
Dash 7/8			
King Air C90A			
Bell 206B			
Bell 407			
Bell 429			
Bell 412 EPI			

2. Suppliers must confirm their capability to meet the delivery requirement for Aircraft on Ground (AOG) and provide the procedure and coordinates of the person responsible for AOG.

NO

YES – Specify the procedure below:

PROCEDURE:

Name

Telephone #

Email

Name of the Company :

Signature :

Date :

APPENDIX 1 - REQUEST FOR PROPOSAL - BASIS OF SELECTION

In reference to clause: Part 6, B. Bid Solicitation, 6.2 – Bid Solicitation Process, each RFP will be evaluated using, but not limited to, one or more of the following Basis of Selection.

OPTION 1 – Lowest evaluated price – 1 item

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.

OPTION 2 – Lowest evaluated price – multiple items

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, on an item by item basis, will be recommended for award of a contract. More than one (1) contract may be awarded based on the results of the financial evaluation.

OPTION 3 – Aggregate

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 on an aggregate basis will be recommended for award of a contract.

OPTION 4 – Best delivery date

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 best delivery date will be recommended for award of a contract.

N° de l'invitation - Solicitation No.
T8493-140035/J
N° de réf. du client - Client Ref. No.
T8493-140035

N° de la modif - Amd. No.
File No. - N° du dossier
007CAG.T8493-140035

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

APPENDIX 2 - SUPPLY ARRANGEMENT

PERIODIC USAGE REPORT

The table below indicates the minimum information required on each Periodic Usage Report.

PERIODIC USAGE REPORT FOR YEAR		FROM:	TO:
DATE	CONTRACT#	BRIEF DESCRIPTION	AMOUNT (taxes incl.)
TOTAL FOR YEAR: _____			

APPENDIX 3 - SUBSTITUTION NOTICE

In accordance with the Supply Arrangement's Terms and Conditions, if you propose to supply any part with an alternative part number, you must fulfill and provide this *Substitute Notice* with your bid.

The form must be accompanied with proper Airworthiness Certification and any other information necessary to clearly demonstrate that the proposed part is an approved alternative part per CAR 571.13, and has the form, fit and function characteristics equivalent to the part specified in the bid solicitation for review and acceptance by Canada.

Failure to provide the required technical information will result in the bid being declared non-responsive with respect to any part for which such information was requested.

1. Item Number: _____
2. Original Technical Data (as referenced herein):
 - (a) Part Number: _____
 - (b) NSCM/CAGE Code: _____
 - (c) Other: _____
3. Proposed Change(s)
 - (a) Part Number: _____
 - (b) NSCM/CAGE Code: _____
 - (c) Other: _____
4. Reason for Change/Supporting Data:

The Bidder is advised that availability and retention of records of the manufacturer sufficient to constitute proof of origin will be a condition of the resulting Contract.

Procurement Business Number (PBN) : Numéro d'entreprise d'approvisionnement (NEA): _____	Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur caractère d'imprimerie)
Vendor/Firm Name and Address : Raison sociale et adresse du fournisseur/de l'entrepreneur :	Name/Nom : _____
	Title/Titre : _____
	Signature : _____
	Date : _____