



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Transport Canada

We hereby offer to sell to His Majesty the King 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 therefore.

Proposition à : Transports Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments - Commentaires

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

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

By e-mail to: Par courriel au:

Tanya.nadeau@tc.gc.ca

Attention: - Attention :
Tanya Nadeau

Solicitation Closes - L'invitation prend fin
At - à :
2:00 PM - 14:00

On - le :
May 15, 2024 - 15 avril 2024

Time Zone - Fuseau Horaire :
Eastern Standard Time (EST)
Heure normale de l'Est (EST)

Title - Sujet Service for a Weather Radar Indicator	
Solicitation No. / N° de l'invitation T8493-23-0089	Date of Solicitation / Date de l'invitation April 24 2024
Address enquiries to: - Adresser toute demande de renseignements à : Tanya Nadeau Telephone No. - N° de telephone 343-596-4353 E-Mail Address - Courriel Tanya.nadeau@tc.gc.ca	
Destination See herein - Voir aux présentes	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required / Livraison exigée See herein - Voir aux présentes	Delivery offered / Livraison proposée Not applicable - Sans objet
Vendor/Firm Name and Address / Raison sociale et adresse du fournisseur/de l'entrepreneur	
Person authorized to sign on behalf of Vendor/Firm (type or print): / La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date

PART 1 - GENERAL INFORMATION**1.0 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 Annex A - Statement of Work, Annex B - Basis of Payment, Annex C-Electronic Payment Methods, all other annexes.

1.1 Description of the requirement

Transport Canada has a requirement for maintenance services for one weather radar indicator in accordance with the Statement of Work at Annex A.

1.2 Material Condition

Material supplied must be new and confirm to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

1.3 New Materiel – Definition

Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:

- a) The owner of the design or manufacturing rights to the items; or,
- b) The authorized manufacturer or agent/distributor of the owner of the design or manufacturing right of the items; or
- c) Distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
- d) Maintenance organizations approved/accredited by TC or repair stations certified by the Federal Aviation Administration (FAA).

1.4 No Substitute Products

Bidder must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation.

Bidders are advised that substitute products will not be accepted nor considered.

1.5 Trade Agreements

This requirement is not subject to the trade agreements.

1.6 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.0 Standard Instructions, Clauses, and Conditions

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

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

The [2003](#) (2022-06-08), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):

- (i) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. submit one bid electronically only to Transport Canada at the following email address:
tanya.nadeau@tc.gc.ca
- (ii) Section 05, Submission of bids, subsection 4 of the 2003 Standard Instructions, is amended as follows:
 - Delete: 60 days
 - Insert: 120 days**
- (iii) Section 20, further information, subsection 2, is deleted in its entirety.

2.1 Submission of Bids

Bids must be **submitted electronically only** to Transport Canada by the date, the time, and the email address indicated on page 1 of the bid solicitation.

2.2 Electronic Submissions

Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed 5 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, *bids transmitted by facsimile will not be accepted.*

Due to the nature of the bid solicitation, bids received in hard copy or sent by mail will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.4 Definitions

For the purposes of this clause:

- (i) "Former public servant" is any former member of a department as defined in the *Financial Administration Act* (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), 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;
- (ii) "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; and
- (iii) "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.

2.4.1 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:

- (i) Name of former public servant; and
- (ii) 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](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) and the [Guidelines on the Proactive Disclosure of Contracts](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676§ion=text) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676§ion=text>).

2.4.2 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:

- (i) Name of former public servant;
- (ii) Conditions of the lump sum payment incentive;
- (iii) Date of termination of employment;
- (iv) Amount of lump sum payment;
- (v) Rate of pay on which lump sum payment is based;
- (vi) Period of lump sum payment including start date, end date and number of weeks; and
- (vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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.

2.6 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.

2.7 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion.

Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 business days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.8 Basis for Canada's Ownership of Intellectual Property

There should be no intellectual property generated resulting from this contract.

2.9 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.

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T8493-23-0089

Amd. No. - N° de la modif.
Original

Buyer ID - Id de l'acheteur
tanya.nadeau@tc.gc.ca

(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

3.0 Bid Preparation Instructions

The Bidder must submit its bid electronically, Canada requires that the Bidder submits its bid against this solicitation in accordance with section 08 of the 2003 standard instructions.

The bid must be gathered per section and attached to the submission email in separate PDF attachments as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. **All electronic documents must be submitted using PDF file format only.**

The Bidder must not simultaneously provide copies of its bid using multiple delivery methods. Only bids received electronically will be considered.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

3.1 Submission of Only One Bid

A Bidder, including related entities, will be permitted to submit **only one bid in response** to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.

The definition of "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

3.2 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the financial evaluation procedures and financial evaluation tables included in **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**.

3.3.1 Electronic Payment of Invoices

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C titled "Electronic Payment Instruments", to identify which ones are accepted. If Annex C titled "Electronic Payment Instruments" is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.3.2 Exchange Rate Fluctuation

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

3.4 Section III: Certifications

Bidders must submit the certifications required and additional information required.

3.5 Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- (i) **A completed, signed, and dated Page 1 of this solicitation**, or final amendment, as applicable;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- (iii) For the article in Part 2 titled "Applicable Laws" of the bid solicitation: the province or territory if different than specified; and
- (iv) Any other information submitted in the bid not already detailed.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**4.0 Evaluation Procedures**

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

4.1 TECHNICAL EVALUATION**4.1.1 Basis of Selection – Mandatory Technical Criteria**

To be declared responsive, a bid must:

- (i) Comply with all the requirements of the bid solicitation; and
- (ii) Meet all mandatory technical evaluation criteria.

Bids not meeting (i) or (ii) will be declared non-responsive. **Each criterion must be addressed separately. The responsive bid with the lowest evaluated price will be recommended for award of a contract.**

Should two or more responsive bids achieve an identical lowest evaluated price, the bid with the fastest turnaround and delivery time will be recommended for award of a contract.

TABLE 4.1.2	MANDATORY EVALUATION CRITERIA	MEET	DO NOT MEET
	THE BIDDER MUST MEET THE REQUIREMENTS OF MTC1 a or b and MTC2. Bids that fail to meet either MTC1 a or MTC1 b will be determined non-compliant and non-responsive and will not be evaluated further.		
MTC1 a) or b)	a) The Bidder must be the original equipment manufacturer (OEM) or an OEM authorized repair station for the exact component listed in the Statement of Work at Annex A and can perform the services identified in Annex A <p style="text-align: center;">OR</p> b) The Bidder must a licensed and authorized aviation parts and materials Supplier of the exact component listed in the Statement of Work at Annex A and can obtain the services identified in Annex A from the OEM or an OEM authorized repair station.		
MTC2	The Bidder must provide with its bid and at time of bid submission documents that demonstrate their licensed and approved status as identified by the Bidder in MTC1 a or b. a) The documents (license, certifications, authorizations) must demonstrate and provide evidence that the Bidder is an approved OEM or OEM authorized repair station Or, b) The documents (licenses, certifications, authorizations) must demonstrate and provide evidence that the Bidder is a licensed and authorized supplier of aviation parts and materials and can obtain the services identified in the SOW at annex A, from the OEM or an OEM authorized repair station.		

4.2 FINANCIAL EVALUATION TABLES**Instructions:**

1. The bidder must complete and provide the information requested in **all** the financial evaluation tables **identified below and include and submit them with its bid.** Failure to do so will result in the Bidder's proposal being deemed non-compliant and will be rejected.
2. Handwritten bids will not be accepted.
3. Bidders should not provide quotes for partial quantities.
4. The bidder must provide the information requested in the tables and fields below using the specified date format (D-M-Y) example June 1st, 2022.

4.2.1 VOLUMETRIC DATA

The volumetric data included in this financial evaluation-pricing schedule including its financial evaluation tables is provided for bid evaluated price determination purposes only. The data including the estimated quantity is not to be considered a contractual guarantee. The inclusion of the data in this pricing schedule (financial evaluation tables) does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

1. TABLE A - MAINTENANCE SERVICES

Service Category	Description	Part Number	Serial Number	Qty	Estimated level of effort	Firm Fixed Inspection Fee	Firm fixed all inclusive hourly labor rate	Firm fixed all inclusive cost per unit	Estimated Cost
Inspection	Weather radar indicator	MI-585351-2	1399	1		\$ _____			\$ _____
Repair					50 hours		\$ _____		\$ _____
Overhaul							\$ _____		\$ _____
NOTE: Pricing (inspection fee, hourly labor rate) must be provided for all Service Categories for the purposes of evaluation. The sum of all service categories will be used for the evaluation. Only one service is expected to be required and Canada reserves the right to proceed with any of the services identified following the initial inspection. Canada will decide following the review of the inspection findings which service it will proceed with. All Work requires the approval of the Technical and Contracting Authorities to proceed.								Sub-Total	\$ _____
								HST	\$ _____
								Estimated Cost - For Evaluation purposes only	\$ _____

Total Estimated Price for Evaluation Purposes (excluding HST) \$ _____

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**5.0 General**

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Certifications Precedent to Contract Award and Additional Information

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

5.1.3 Integrity Provisions - Required Documentation

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

5.1.4 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

The Bidder must provide the Contracting Authority with a completed annex 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.

5.1.5 Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

5.1.6 Licenses, Certifications, Education, Experience, Training and Work History

The Bidder certifies and warrants that every individual performing the Work identified in the Statement of Work, has the required license(s), certification(s), education, experience, training and work history, to complete the Work in the resulting contract.

Canada reserves the right to verify the authenticity of the certifications provided by the Bidder at any time during the bid evaluation period, before or after contract award. The Contracting Authority has the right to request additional information to ensure that the Bidders meet the certifications before contract award. If it is discovered that the Bidder has made false declarations, knowingly or unknowingly the bid shall be deemed non-compliant. Failure to respect the certifications or to provide additional information following the receipt of a request from the Contracting Authority shall result in a bid being deemed non-compliant.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.0 Security Requirements

There is no security requirement associated with this bid solicitation.

6.1 Insurance Requirements

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.

7.0 ARTICLES OF AGREEMENT

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.3 General Conditions

[2010C](#) (2022-12-01), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

7.4 Materiel Condition

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

7.5 Airworthiness Documentation

The Contractor shall provide the following airworthiness documentation, enclosed in the shipment or attached to the item: Certificate of Conformance and Packing Slip.

7.6 Delivery Date

All the parts sent for repair and overhaul must be returned before the expiry date of the contract.

7.7 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the Annex titled "Statement of Work".

7.8 Rate or Price Certification

The Contractor certifies that the price is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.

7.9 Shipping Instructions – Delivery Duty Paid (DDP)-(applicable to Transport Canada, the Contractor and its Sub-Contractors(if applicable))

Transport Canada will ship goods to the Contractor's facility stipulated on the front page of the contract, DDP Incoterms 2000. Upon return, goods must be consigned to the Transport Canada destination specified in the Contract and delivered duty paid (DDP), Incoterms 2000. The Contractor must provide the address of the facility where the Work will be performed. The assemblies will be returned to Transport Canada delivery duty paid (DDP). Upon return, the Contractor or Subcontractor must provide the name and contact information for the commercial carrier and the customs brokerage responsible for the customs clearance.

7.10 Incomplete Assemblies

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

7.11 Security Requirements

There is no security requirement applicable to the Contract.

7.12 Term of Contract

7.12.1 Period of the Contract

The period of the Contract is from date of Contract award to **July 31, 2024**, inclusive.

7.13 Authorities**7.13.1 Contracting Authority**

The Contracting Authority for the Contract is: [Contact information to be detailed in the resulting contract]

Name: _____ Title: _____
Address: _____
Telephone: _____ E-mail: _____

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.

7.13.2 Technical Authority

The Technical Authority for the Contract is: [Contact information to be detailed in the resulting contract]

Name: _____ Title: _____
Address: _____
Telephone: _____ E-mail: _____

The Technical 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 Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.13.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____ Title: _____
Address: _____
Telephone: _____ E-mail: _____

7.14 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](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) (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: 2019-01](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) of the Treasury Board Secretariat of Canada.

7.15 Payment**7.15.1 Basis of Payment - Limitation of Expenditure**

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work "and profit, if applicable), in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (to be inserted 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

Solicitation No. - N° de l'invitation
T8493-23-0089

Amd. No. - N° de la modif.
Original

Buyer ID - Id de l'acheteur
tanya.nadeau@tc.gc.ca

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.

3. 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.

7.16 Method of Payment - Single payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada; and
- c) the Work delivered has been accepted by Canada.

7.17 A9117 (2007-11-30) T-204 – Direct Request by Customer Department

7.18 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.19 Discretionary Audit

C0100C (2010-01-11) Discretionary Audit Clause – commercial goods and/or services

7.20 Time Verification

C0711C (2008-05-12) Time Verification

7.21 Invoicing Instructions

The Contractor must submit invoices in accordance with the section titled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (i) A copy of the invoices, receipts, vouchers for all direct expenses;
- (ii) A description of the Work delivered;
- (iii) A packing slip;
- (iv) A copy of the release document;
- (v) An airworthiness certification
- (vi) A tear down report

Invoices must be distributed as follows:

- (i) The original and 1 copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;
- (ii) Upon request, 1 copy must be forwarded to the Contracting Authority identified under the section titled "Authorities" of the Contract;
- (iii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of Technical Authority in its covering e-mail.

7.22 Certifications and Additional Information

7.22.1 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.

7.22.2 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.

7.23 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario *[or as otherwise specified by the bidder in its bid]*.

7.24 Priority of Documents

If there is a discrepancy between the wordings of any of the 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.

- (i) The Articles of Agreement;
- (ii) The General Conditions [2010C](#) (2022-12-01), General Conditions – Medium Complexity - Services;
- (iii) Annex A, Statement of Work;
- (iv) Annex B, Basis of Payment;
- (v) Annex C Electronic Payment Instruments
- (vi) the Contractor's bid dated [to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

Option 1 or 2 below (To be inserted at contract award)

Option 1: When the contract is to be with a Canadian-based supplier;

7.25 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

[OR](#)**Option 2: When the contract is to be with a foreign-based supplier.****7.25 Foreign Nationals (Foreign Contractor)**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.26 Insurance

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.

7.27 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.28 Government Site Regulations

For the purposes of this contract the work shall be conducted offsite, however, the Contractor must comply with all regulations, instructions and directives in force if, when and where the Work is performed on government site.

7.29 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.

- (a) 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.
- (b) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution)" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>).

ANNEX A - STATEMENT OF WORK

1.0 Scope

Transport Canada (TC), Air Services Directorate (ASD) has a requirement for maintenance services (repair and/or overhaul and/or modifications) of one weather radar indicator by the Original Equipment Manufacturer (OEM-Honeywell) or an Original Equipment Manufacturer authorized repair facility:

<u>Part Description</u>	<u>P/N</u>	<u>S/N</u>	<u>Failure Description *</u>
Weather Radar Indicator	MI-585351-2	1399	Screen does not display. Still controls. Overheating electrical smell.

*A complete and comprehensive teardown report is required and must be provided to the technical authority as this unit is the subject of an investigation by the airframe manufacturer. See 5.3 of the SOW below.

1.1 Terminology

AOG – Aircraft on Ground
 BER – Beyond Economical Repair
 CAR – Canadian Aviation Regulations
 FAA – Federal Aviation Administration
 LRU – Line Replaceable Unit
 MIP – Maintenance Implementation Procedures
 OEM - Original Equipment Manufacturer

2.0 Reference Documents**Document Required for Certification**

NEW PARTS - CANADA - Authorized Release Certificate (Form One) or statement of conformity signed by Manufacturer.

NEW PARTS - USA - FAA 8130-3 or statement of conformity signed by Manufacturer.

NEW PARTS - EASA - Authorized Release Certificate (EASA Form One) or a statement of conformity signed by Manufacturer

Document Required for Certification

Used Parts Airworthy - CANADA - Authorized Release Certificate with signed Maintenance Release (Form One or equivalent authorized release document)

Used Parts Airworthy – USA - Authorized Release Certificate with signed Maintenance Release (FAA 8130-3)

Used Parts Airworthy – EASA- Authorized Release Certificate with signed Maintenance Release (EASA Form 1 with a Canadian approval number in block 12.)

3.0 Common Definitions

- (i) **Advanced Exchange** – The Contractor provides the customer a fully functional unit in exchange for receiving an unserviceable unit back from the customer, which has a core value. The Contractor provides the unit in advance of receiving the unserviceable unit.
- (ii) **Core** – A unit which has a potential to be rebuilt or repaired and returned to a serviceable condition.
- (iii) **Core Value** – The value of a core that is returned in good and proper condition that can be rebuilt or repaired for resale.
- (iv) **Core Value Reduction** – If the core returned from the customer is not in good and proper condition, the value is reduced.
- (v) **Beyond economical repair (BER)** – the component is deemed BER when the total cost of the repair is estimated to exceed 80% of the replacement value of the component.
- (vi) **Shelf life** – Shelf life refers to whichever is the lesser between the limitation placed by any regulatory body and that recommended by the part manufacturer on the length of time a component can be stored before requiring recertification to an airworthy condition.

4.0 TASKS

The Contractor must perform the Work following the following steps and must not proceed with Step 2 without completing Step 1 and receiving approval from the Technical Authority.

4.1 STEP 1: Inspection

- i) Inspection of the unserviceable unit.
- ii) Communication of the inspection findings and work specifications necessary to repair, overhaul, modify the component to the Technical Authority within 2 days of completing the inspection.
- iii) Technical Authority may request a work order estimate/quote for the cost for the repair, overhaul, modification of the components for their review and approval.

The Contractor must not proceed to Step 2: Repair, Overhaul, Modification without obtaining the approval of the Technical Authority.

4.2 STEP 2: Repair, Overhaul, Modification

Following the approval of the Technical Authority, the Contractor must:

- 4.2.1 Repair or Overhaul or Modify, test and recertify the component(s) in accordance with this Statement of Work and its approved quote signed and approved by ASD TA.
- 4.2.2 ***Notify the Technical and Contracting Authority immediately upon discovering that a component is BER throughout the performance of the Work. Should a component be BER, the Contractor must stop work on the component and obtain the approval to proceed with the work and/or instructions from the TA and CA.***
- 4.2.3 **The Work MUST be performed in accordance with the latest revision of published Original Equipment Manufacturers (OEM –Honeywell) specifications and instructions for Continued Airworthiness which includes but is not limited to, Maintenance Manual, Component Maintenance Manual, Service Bulletins and Service Letters applicable to the items listed in Section 1.0. In addition, the state responsible for type design of the aircraft or component (ie. Transport Canada Civil Aviation, Federal Aviation Administration, European Aviation Safety Agency as applicable) can issue directives in the form of Airworthiness Directives mandating compliance to ICAs over and above the OEM but are normally in conjunction with OEM Published ICAs.**
- 4.2.4 ***Use only OEM original or OEM approved alternate parts. The Contractor must obtain the approval of the technical authority before making substitutions to any parts. All changes must be communicated to and receive the approval of the technical approval prior to being incorporated into the Work.***
- 4.2.5 Ensure that any applicable Airworthiness Directives have been incorporated in and throughout the performance of the Work.
- 4.2.6 Not include any Non-OEM specifications throughout the performance of the work.
- 4.2.7 The use of any specifications other than those listed in this statement of work must be approved by the Technical Authority prior to being incorporated in the performance of the Work.
- 4.2.8 Supply only new materiel and must ensure that all materiel used and supplied conforms to the latest issue of the applicable drawing, specification and/or part number that is in effect on the requested service date.
- 4.2.9 **Provide the Technical Authority with a detailed description of the work performed including, but not limited to, the following:**
 - a. a description of the work performed;
 - b. a list of the replaced parts;
 - c. certification document that adequately describes the work performed;

- d. if applicable, technical inspector observations; and
- e. a copy of the final test results for the certification of the unit.

4.2.10 Ship the units directly to the address specified by the Technical Authority and provide a waybill number for tracking the shipment upon completion of the Work.

5.0 Deliverables

The Contractor must:

5.1 Provide all certification documentation required to attest to the conformity and airworthiness of the Work and component(s) such as but not limited to:

- An Authorized Release Certificate that demonstrates that the applicable sections of the Canadian Airworthiness Regulations (CARs) have been met.
- TC Form One
- Statement of Conformity, or equivalent as provided for pursuant to an agreement with TC;
- Authorized Release Certificate - Form 8130-3 (from an FAA-certificated repair station located in the United States or an FAA-certificated repair station located outside of the United States that is accepted in accordance with the TC/FAA MIP) as identified at section 2.0, Reference Documents.

All certification documentation is subject to verification by TC ASD at destination. The completed certification document(s) must be attached to, or enclosed with, each shipment as applicable, in accordance with FAA/CARs.

5.2 Provide all parts shipped, new, repaired, overhauled or modified with an Authorized Release Certificate, signed by an authorized representative of the repair facility and include one (1) copy with the invoice and one (1) copy of the completed work order and if applicable, the updated component history form.

5.3 A complete and comprehensive teardown report is required and must be provided to the technical authority as this unit is the subject of an investigation by the airframe manufacturer.

6.0 Transportation and Delivery

6.1 Delivery is requested on a standard basis unless otherwise specified by the Technical and/or Contracting Authority

6.2 Transport Canada is responsible for shipping and transportation costs of the units to the Contractor's Facility. The Contractor is responsible for shipping and transportation costs of the units to the ASD location specified following completion of the Work. Transport Canada and the Contractor shall provide each other with the transportation information and tracking numbers when the units are shipped from their facilities.

6.3 All shipments must be shipped UNINSURED. Any incurred shipping insurance costs will be the Contractor's responsibility. Shipping and insurance costs to and from the Sub-Contractors facility is the responsibility of the Contractor.

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

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

7.0 Location of Work & Language

All of the Work must be completed off ASD site. Any documentation provided to TC ASD as part of the work to be completed must be in English.

ANNEX B - BASIS OF PAYMENT

(to be inserted at contract award)

1. General

All prices are in Canadian Dollars, Canadian customs duties and excise taxes included, Delivered Duty Paid (DDP), Applicable Taxes excluded.

There are no travel and living expenses required for the performance of the work and are not included in this contract and will not be reimbursed.

ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only); and
- Large Value Transfer System (LVTS) (Over \$25M).