

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

**Bid Receiving - PWGSC / Réception des
soumissions – TPSGC**

**11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1**

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**Request For a Standing Offer
Demande d'offre à commandes**

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Civilian Aircraft Division/Division des Avions Civils
Portage III 8C1 - 50

11 Laurier St./11 rue Laurier

Gatineau

Québec

K1A 0S5

Title - Sujet RFSO - R&O - AIRCRAFT PROPELLERS	
Solicitation No. - N° de l'invitation T8493-140004/A	Date 2014-01-30
Client Reference No. - N° de référence du client T8493-140004	GETS Ref. No. - N° de réf. de SEAG PW-\$CAG-007-24265
File No. - N° de dossier 007cag.T8493-140004	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-12	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Gray, Jane	Buyer Id - Id de l'acheteur 007cag
Telephone No. - N° de téléphone (819)956-0109 ()	FAX No. - N° de FAX (819)956-7173
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT 200 COMET PRIVATE AIRCRAFT SERVICE DIRECTORATE OTTAWA Ontario K1V9B2 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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 (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	<p>RFSO - R&O - AIRCRAFT PROPELLERS REQUEST FOR A STANDING OFFER (RFSO) TO PROVIDE THE REPAIR, OVERHAUL, MODIFICATION OR EXCHANGE OF AIRCRAFT PROPELLERS, AND ASSOCIATED EQUIPMENT SUCH AS KING AIR C90A, VIKING DHC-7 AND DEHAVILLAND DHC-8 ON AN AS AND WHEN REQUIRED BASIS DURING THE PERIOD OF APRIL 1, 2014 TO MARCH 31, 2017 AND WITH AN OPTION OF A TWO YEAR EXTENSION.</p>	T8493	T8493	1	Each	\$		See Herein	

This Request for a Standing Offer (RFSO) is for a National Individual Standing Offer (NISO) to provide repair, overhaul, modification or exchange of aircraft propellers, and associated equipment such as those found on aircraft operated by Transport Canada such as King Air C90A, Viking DHC-7 and Dehavilland DHC-8 on an as and when required basis for a 3 year period with an option of a 2 year extension.

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Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

007cag

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus annexes:

Part 1 General Information;

Part 2 Offeror Instructions;

Part 3 Offer Preparation Instructions;

Part 4 Evaluation Procedures and Basis of Selection;

Part 5 Certifications, and

Part 6: 6A, Standing Offer, and
 6B, Resulting Contract Clauses; and,
 the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 6B: includes the clauses and conditions which will apply to any contract resulting from a "call-up" made pursuant to the Standing Offer.

Annex A is the Requirement.

Annex B is the Basis of Payment.

2. Summary

This Request for a Standing Offer (RFSO) is for a National Individual Standing Offer (NISO) to provide repair, overhaul, modification or exchange of aircraft propellers, and associated equipment such as those found on aircraft operated by Transport Canada such as King Air C90A, Viking DHC-7 and Dehavilland DHC-8 on an as and when required basis for a 3 year period with an option of a 2 year extension.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-13) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority at least ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered .

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in the province of Ontario.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (two hard copies)
- Section II: Financial Offer (two hard copies)
- Section III: Certifications (two hard copies)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (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 Standing Offers.

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, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements, as described in Annex A - Requirement, and how they will carry out the Work.

The technical offer should be concise and address, but not necessarily be limited to, the points that are subject to the evaluation criteria against which the offer will be evaluated. In its technical offer, the Offeror must demonstrate its understanding of the requirements described in this RFSO.

The technical offer shall be evaluated to ensure that the Mandatory Requirements specified in Annex A - Requirement have been met.

In order to facilitate the evaluation of the bid, Canada requests offerors to address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, offerors may refer to different sections of their bid by identifying the specific paragraph and page number where the subject topic has already been addressed.

In the event that apparent or real conflicts exist in this RFSO, Bidders must identify and communicate them to the Contracting Authority at least ten (10) calendar days prior to the solicitation closing date. Canada reserves the right to subsequently modify Annex A and the RFSO with the information provided.

It must be noted that a NON-COMPLIANT response to any Mandatory Requirement of the above referenced documents will render your offer NON-COMPLIANT. Offerors must therefore ensure that they comply with all Mandatory Requirements prior to submitting an offer.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Mandatory Requirements

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

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

All terms and conditions stated in this RFSO including Part 6 Resulting Contract Clauses are mandatory unless otherwise indicated. **One (1) copy of Page One (1)** of this RFSO must be signed by the Offeror or by an authorized representative of the Offeror. The Offeror's signature indicates acceptance of all the terms and conditions set out or referred to in this Request for Proposal. Offerors must be aware that a proposal containing statement(s) implying that the proposal is conditional on modification of terms and conditions of the RFSO (which includes Annexes and all Appendices as applicable) and/or containing terms and conditions that supersede the terms and conditions of the RFSO will be considered non-responsive.

Offers will be evaluated solely on the information provided in each Offeror's submission.

It is the responsibility of the Offeror to obtain, from the Standing Offer Authority identified any clarification of the requirement contained in the RFSO prior to submitting its offer.

Any questions or concerns Offerors may have concerning any aspect of this requirement during the solicitation period and/or the subsequent evaluation period, up to and including the date of award, must be directed only to the Contracting Authority. Non-compliance with this condition during the above mentioned periods can (for that reason alone) result in disqualification of the Offeror's proposal.

1.2 Financial Evaluation

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FCA Free courier Contractor's facility Incoterms 2000, Canadian customs duties and excise taxes included.

The Total Assessed Price as defined in Annex B - Basis of Payment will be used to determine the lowest cost offer.

2. Basis of Selection - Mandatory Requirements

To be declared responsive, an offer must:

- (a) Comply with all the requirements of the solicitation; and
- (b) Meet all mandatory technical evaluation criteria; and

Bids not meeting (a) or (b) will be declared non-responsive. The responsive offer with the **one lowest TAP** will be recommended for award of a Standing Offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that

it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [HRSDC-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfil the requirement in accordance with Annex A.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer 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>) issued by Public Works and Government Services Canada.

The 2006 (2011-05-16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO

2.1 General Conditions

2010C (2013-06-27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Term of Standing Offer

3.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2014 to March 31, 2017.

3.2 Extension of Standing Offer

At the Government's option, should the Standing Offer be authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two year period from April 01, 2017 to March 31, 2019 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is the contracting officer named on page one (1) of this Standing Offer and is responsible for the management of this Standing Offer. Any changes to the Standing Offer must be authorized in writing by the Standing Offer Authority. The Contractor is not to perform work in excess of or outside the scope of this Standing Offer based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

4.2 Technical Authority

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer. The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror Contacts

Name and telephone number of the person responsible for :
General Enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

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007cag

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Delivery Follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

5. Identified User

The Identified User authorized to make call-ups against the Standing Offer is Transport Canada Aircraft Services Directorate.

6. Call-up Procedures

6.1 Only Authorized Call-ups to be Accepted

The Offeror agrees only to perform individual Call-ups made by an Identified User pursuant to this Standing Offer that do not exceed the applicable Limitation of call-up, outlined below.

6.2 Call-up Instrument

The work for a specific requirement will be authorized by the Identified User using for PWGSC-TPSGC 942, Call-up Against a Standing Offer.

6.3 Call-Ups, Period for Placing

The period for placing call-ups against the Standing Offer shall be from April 1st, 2014 to March 31, 2017.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$150,000.00 (Goods and Services Tax or Harmonized Sales Tax included). All individual Call-ups against the Standing Offer exceeding \$150,00.00 (applicable taxes included) must be forwarded to PWGSC.

Limitation of Call-ups: call-ups by Technical Authority against the Standing Offer must not exceed \$150,000.00 (applicable taxes included) must be forwarded to PWGSC.

8. Financial Limitation - Total

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$_____ (to be completed at time of award) (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
- e) Annex A - Requirement;
- f) Annex B - Basis of Payment
- g) the Offeror's offer dated _____

10. Certifications

10.1 Compliance

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

12. Periodic Usage Reports

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide the following information on a biannual basis:

- A) A listing of each call-up #
- b) A brief description of each call-up
- c) The total billing for each call-up
- d) The total billing for the period.

If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted to the Standing Offer Authority as follows:

1st half: April 1 to September 30;

2nd half: October 1 to March 31.

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

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must provide the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2013-06-27) General Conditions - Services (Medium Complexity) apply to and form part of the Contract. Section 13 - Interest on Overdue Accounts will not apply to payments made by credit cards at point of sale.

3. Term of Contract

3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

In consideration of the contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid the firm price stipulated in the call-up, calculated in accordance with Annex B - Basis of Payment.

4.2 Taxes-Foreign based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

4.3 Limitation of Price

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

4.4 Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without specific written authorization of the Identified User.

5. Delivery, Inspection and Acceptance

5.1 Maximum Delivery Date

The Contractor shall be required to maintain a maximum delivery date of thirty (30) calendar days, commencing from the date of receipt of the order. However, if the above noted maximum delivery date for the respective item cannot be met, the Contractor shall promptly advise the Technical Authority and the Contractual Authority of the reasons for the anticipated delay and revised delivery dates. All overtime required to achieve the required delivery dates must be authorized, in advance, by the Technical Authority. Special consideration is to be given to AOG requests.

5.2 Packing

Packaging shall be standard commercial packaging adequate to ensure safe arrival at destination. Items shall be packed to permit application of the lowest transportation rates or charges via the mode of carriage selected/authorized. In those cases where special packing, containers or crates are provided by Transport Canada, such protective shipping packages, containers or crates shall be used to return the unit to the consignee.

5.3 Labelling

Manufacturer's number and specification number, where applicable, shall be on each item either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

5.4 Shipping Instructions

Unless otherwise specified by Transport Canada at the time of a specific request, shipments are to be made in bond, to destination, by the most direct and economical means of transportation consistent with normal shipping practices. (All copies of shipping documents shall show the DSS 942 requisition number and the Standing Offer serial number.)

5.5 Shipping Instructions - Delivery at Origin

1. Goods must be consigned to the destination specified in the Contract and delivered common carrier FCA Free Carrier Contractor's facility Incoterms 2000 via Fed-Ex (Account Number 12454476-9) for shipments.
2. Canada is responsible for all delivery charges, administration, costs and risk of transport and customs clearance and customs duties, if applicable.

5.6 Customs Documents

Shipments are to include the necessary Canadian Customs Documents which are to be distributed as follows:

- a) Two (2) copies with the shipment and,
- b) Three (3) copies mailed to the Consignee.

5.7 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.

5.8 Civil Aircraft Inspection (QAC J)

The Work described herein shall be inspected in compliance with the requirements of the U.S. Federal Aviation Administration (FAA) and/or the Canadian Department of Transport (DOT) civil aircraft regulations and is subject to verification by the consignee at destination. Proof of inspection shall accompany each shipment.

The materiel is to be released for shipment to the consignee(s) using properly completed FAA or DOT approved inspection documents. The completed inspection document(s) shall be attached to, or enclosed with, each shipment, as applicable, in compliance with FAA/DOT regulations.

(Derived from - Provenant de: D5580D, 1998-11-23)

5.9 Release Documentation

The Contractor will issue a Release Note with each shipment of new spare parts. The Release Note will contain the following release certification statement: "The item(s) described above conform to approved design data, have been inspected and are in condition for safe operation". The release certification is to be signed by a Transport Canada Inspector.

5.10 Certification

Components and accessories, new, repaired, overhauled or modified are to be covered by a Transport Canada Certification of Airworthiness, signed by an authorized representative of the contractor and one copy of the certification must accompany the invoice. Maintenance release tags, where applicable, must be completed and attached to the units prior to shipment to consignees along with a copy of the completed work order and if applicable, the updated completions of component history. All certification shall be in accordance with Transport Canada Aviation Regulations.

(Derived from - Provenant de: XBB041, 1996-10-29)

5.11 Incomplete Assemblies

The Contractor shall not ship incomplete assemblies against this order, unless prior authority for such shipment has been obtained from the Contracting Authority.

5.12 Certification

Federal Contractors Program for Employment Equity - Certification

The Contractor has certified in its proposal its status with the Federal Contractors Program for Employment Equity.

The Contractor acknowledges that the Minister has relied upon such certification to enter into this Contract. Such certification may be verified in such manner as the Minister may reasonably require. The Contractor acknowledges that in the event of a misrepresentation, the Minister shall have the right, pursuant to the Default provisions of the Contract, to terminate the Contract for default.

6. Insurance

6.1 Liability

The Contractor is required to satisfy Canada that it has resources available to satisfy any liability of the Contractor to Canada that may arise out of the Standing Offer or its breach, to a level of at least **the value of the Call-up**. If requested to do so, the Offeror shall provide to the Contracting Officer proof that it has at least that amount available in the form of working capital, realizable value of unencumbered fixed assets and/or liability insurance.

6.2 Liability Insurance

1. The Contractor shall maintain in force, throughout the period of performance of the Standing Offer, liability insurance in an amount which, together with the Contractor's working capital and the realizable value of its unencumbered fixed assets from time to time, would be sufficient to satisfy the maximum liability to Canada that the Contractor could incur under the Standing Offer.
2. At the request of the Contracting officer from time to time, the Contractor shall immediately provide to the Contracting Officer either (a) certificates evidencing the current status of the insurance required in subsection (1), which describe the coverage and any material exclusions from or limitations on the coverage, or (b) evidence that the Contractor requires no insurance to satisfy the requirements of subsection (1).
3. If the period of performance of the Standing Offer is longer than one year, the Contractor shall, at the request of the Contracting Officer, provide to the Contracting Officer, on each anniversary date of the execution of the Standing Offer during the period of performance of the Standing Offer, a breakdown of the current contribution of its working capital, realizable value of unencumbered fixed assets, and insurance toward its ability to satisfy the maximum liability to Canada that the Contractor could incur under the Standing Offer.

6.3 Limitation of Liability

Notwithstanding anything else in the Contract, the Contractor's liability to Canada for all losses suffered by Canada as a result of any breach of the Contractor's obligations to Canada under the Contract (including any such liability in tort, negligence or any other cause of action, and including liability for indirect or consequential damages), except any breach of the warranty provisions of the Contract, shall be limited to the value of the call-up. This clause shall not in any way limit the Contractor's liability to any third party (or to Canada for any amount in respect of the Contractor's liability to a third party that Canada is required to pay as a result of joint and several liability) or require any contribution by Canada in relation to any such third-party liability of the Contractor.

7. Terms of Payment

7.1 Method of Payment- Multiple Deliveries

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

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

7.2 Payment by Credit Card

The following credit card is accepted: _____

7.3 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified on the invoice is completed.
2. Invoices shall clearly indicate the following:
 - a) the date, name and address of the Consignee;
 - b) item number, quantity, part number and description;
 - c) Standing Offer serial number, call-up requisition number and financial codes;
 - d) the Canadian dollar amount invoiced (exclusive of the GST/HST) and the amount of GST/HST, where applicable.

If the above information is not contained on the invoice it may unnecessarily delay payment of such invoices.

7.4 Conditions of Procurement

The Contractor offers to sell or provide and deliver to Her Majesty the Queen, in right of Canada, acting through and represented by the Minister of Public Works and Government Services Canada, upon the terms and conditions hereinafter set out, the Goods as stated in the requirement as-and-when Transport Canada may request such Goods and/or services in accordance with the provisions hereof.

It is understood and agreed that:

- a) a call-up against this Standing Offer shall form a contract, only for those Goods which have been called-up, provided always that such call-up is made in accordance with the terms and conditions set out herein.
- b) receipt of this Standing Offer does not obligate Her Majesty, the Minister or Transport Canada to authorize or order all or any of the Goods and/or services.

8. Notice of Labour Disputes

Whenever the Contractor or any subcontractor hereunder has knowledge that any actual or potential labour dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

ANNEX A

REQUIREMENT

1. Nature of Requirement

This Request for a Standing Offer (RFSO) is for a National Individual Standing Offer (NISO) to provide repair, overhaul, modification or exchange of aircraft propellers, and associated equipment such as those found on aircraft operated by Transport Canada such as King Air C90A, Viking DHC-7 and Dehavilland DHC-8 on an as and when required basis for a 3 year period with an option of a 2 year extension.

2. Technical Mandatory Requirements

To be considered responsive, a offer must meet all of the mandatory requirements listed below. Offers not meeting all of the mandatory requirements may be given no further consideration.

It is imperative that the offerors address each of these mandatory requirements in sufficient depth so as to allow the evaluators a full understanding of the offeror's capabilities.

List of Mandatory Requirements

M1 – The Offeror must comply with the terms and conditions of this solicitation; (A statement of compliance for each RFSO numbered clause is required. It is the responsibility of the offeror to identify and address any exception(s). The offeror must clearly demonstrate that the exception(s) will be fully covered by another deliverable, otherwise the offeror will be considered as non-compliant. Preference will be given to offeror's requesting a minimum of exceptions. If you comply to a clause, please express your compliance with few words such as "Read, understood and agreed". Expand only when there is an exception. Keep it simple.)

M2– The offerors proposal must be valid for 60 days from closing date

M3 - The offeror must be FAA or Transport Canada Approved Repair Station/Maintenance Organization for Hartzell HC-B3TN-3(), Hamilton Standard 24PF-05, and Hamilton Sundstrand 14SF-7 propellers and provide the certification. Maintenance Releases must accompany each unit as laid out by the Canadian Aviation Regulations (CARs).

M4 - The offeror must provide the following certification:
("We hereby certify that the price quoted is not in excess of the lowest price charged anyone else, including our most favoured customer for like quantity and quality of the product").

M5 - The offeror must sell/provide only parts that are approved by and listed in the maintenance/parts manuals and service bulletins that have been produced by the Original Equipment Manufacturer (OEM), or the original parts manufacturer. Parts Manufacturer Authority (PMA) parts shall not be used without approval.

M6 – Offerors must identify key technical problems, if any, and outline solutions for each call up. (Identification of problems and justification of solutions is the responsibility of the contractor).

M7 – The contractor must maintain a maximum turnaround time of 45 calendar days commencing from the date of receipt of the item in the plant.

M8 – In the event of an aircraft on ground (AOG) the Offeror must have in their possession a propeller, or associated equipment available within 24 hours.

3. Authorization (Transport Canada)

a) Immediately upon receipt of the components for repair and/or overhaul and/or inspection the Contractor will induct, test, disassemble and inspect for all defects, and list required parts and labour.

b) The Contractor shall submit a cost estimate and an estimated completion date to the Technical Authority for approval, prior to proceeding with the work. The Contractor will receive formal authorization from the Technical Authority by facsimile and/or DSS Form 942 to carry out the work specified therein.

c) The Contractor shall perform only the work for which authorization has been received. All other work required is to be reported to the Technical Authority and directions requested. Telephone requests to perform work are to be confirmed in writing either by facsimile or DSS Form 942.

d) If, while performing the work, it is determined that the price of the work authorized will exceed the estimated price of the DSS 942, the Contractor shall immediately contact the Technical Authority.

e) The complete overhaul of all arising is neither expected nor permitted under the terms of this Standing Offer. The intent rather is that full repair will be done and overhaul resorted to only where such is economically and technically justifiable.

f) If a component or accessory is found to be beyond economical repair (BER); "repair by replacement" authority shall be immediately obtained from the Consignee where the unit is considered a "critical" spares holding. Parts returned BER are to have attached complete teardown reports indicating reasons for BER and returned as is.

g) Recommended or optional modifications shall be incorporated only on approval of the Technical Authority.

h) Exchange units may only be provided upon prior approval of the Technical Authority.

4. Standard of Work

Overhaul or repair shall be carried out in accordance with the latest amended manufacturer's maintenance and overhaul manuals, airworthiness directives, mandatory service bulletins, service letters and any other Instructions for Continued Airworthiness (ICAs) applicable to specific components.

5. Materiel

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the requested service date.

6. Tooling

This Standing Offer does not provide authorization for the manufacture, fabrication or purchase of special equipment and tooling unless authorized to do so by the Contracting Authority.

7. Progress Reports and Records

1. Upon the Technical Authority's request, but not more than 3 times per year, the Contractor shall submit a written report for all Crown repairs carried out in the performance of the Work under the Standing Offer. The report will contain:
 - a) a description of fault(s) found upon disassembly;
 - b) a list of parts replaced; and
 - c) a copy of the final test results for the certification of the unit.
2. Upon the Technical Authority's request, but not more than 3 times per year, the Contractor shall submit a progress report of units in plant for overhaul and/or repair, showing the percentage of work completed and the expected return date for each item. The report shall be submitted within ten (10) days of the request.
3. The Contractor is to make available strip reports when requested.

All reports shall be submitted as follows:

two (2) copies to:

Transport Canada
Aircraft Services Directorate
200 Comet Private
Ottawa, Ontario, K1V 9B2
Attention: Technical Authority

and one (1) copy to: the Contracting Authority.

(Derived from - Provenant de: XBB047, 1996-11-04)

8. Outstanding Items Report

Upon the Technical Authority's request, but not more than 3 times per year, the Contractor shall submit an outstanding items report. The reports shall provide the following information:

- a) total dollar value of Call-ups received to date against this Standing Offer;
- b) total dollar value of items on back order to date; and
- c) identification of items on back order and their estimated delivery dates to the Consignee(s).

Solicitation No. - N° de l'invitation

T8493-140004/A

Amd. No. - N° de la modif.

File No. - N° du dossier

007cagT8493-140004

Buyer ID - Id de l'acheteur

007cag

CCC No./N° CCC - FMS No/ N° VME

T8493-140004

The report shall be submitted as follows:

Two (2) copies to:

Transport Canada
Aircraft Services Directorate
200 Comet Private
Ottawa, Ontario, K1V 9B2
Attention: Technical Authority

One (1) info copy to the Standing Offer Authority.

(Derived from - Provenant de: XBD28D, 1995-05-19)

Solicitation No. - N° de l'invitation

T8493-140004/A

Amd. No. - N° de la modif.

File No. - N° du dossier

007cagT8493-140004

Buyer ID - Id de l'acheteur

007cag

CCC No./N° CCC - FMS No/ N° VME

T8493-140004

ANNEX B

Basis of Payment

The Offeror must submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

The Offeror must submit firm hourly labour rates that will apply to repair activity related to this contract for the entire period of the Standing Offer.

The Offeror must submit a firm mark-up price for contractor/customer furnished materials, e.g. List plus 10% that will apply for the entire period of the Standing Offer.

The Offeror must submit a firm mark-up price for subcontract repair, e.g. subcontractor's invoice plus 10% that will apply for the entire period of the Standing Offer.

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FCA Free Carrier Contractor's facility Incoterms 2000, Canadian customs duties and excise taxes included.

For the offeror's financial offer to be responsive, the Total Assessed Price (TAP) must be submitted with the offeror's financial offer.

For Offeror evaluation purposes, the TAP is the arithmetic sum of the elements outlined below. For responsive offer with the lowest TAP will be recommended award of a Standing Offer. **Only one Standing Offer will be awarded for this requirement.**

		April 1/14 to Mar 31/15	April 1/15 to Mar 31/16	April 1/16 to Mar 31/17
i	Cost of basic overhaul of a Hartzell propeller models HC-B3TN-3B and HC-B3TN-3M, in accordance with Aluminum Blade Manual 133 61-13-33 and Propeller Maintenance Manual 118 61-10-18, labour and mandatory replacement parts.			
ii	Cost of a basic major inspection of a Hamilton Standard propeller model 24PF-05, items listed in Component Maintenance Manual 767600, 776850 61-13-01 Table 503, in accordance with Component Maintenance Manual 61-13-01, labour and mandatory replacement parts.			
iii	Cost of a basic major inspection of a Hamilton Sunstrand propeller model 14SF-7, items listed in Maintenance Manual P5185 Table AL-4, in accordance with Component Maintenance Manual 792000, 802255 61-13-02, labour and mandatory replacement parts.			
iv	Labour rate per hour			
v	Mark up on subcontracted work.			
	Sum = (i+ii+iii+iv)			
		(a)	(b)	(c)

TOTAL ASSESSED PRICE (TAP) (M) = (a) + (b) + (c) = _____