

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
Room 1650, 635 8th Ave. S.W.  
Calgary  
Alberta  
T2P 3M3

## SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

### Comments - Commentaires

"For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield"

This document contains a Security Requirement

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

### Issuing Office - Bureau de distribution

Public Works and Government Services  
Canada/Travaux publics et Services gouvernementaux  
Canada  
Room 1650, 635 8th Ave. S.W.  
Calgary  
Alberta  
T2P 3M3

<b>Title - Sujet</b> Helicopter Support Services	
<b>Solicitation No. - N° de l'invitation</b> W0142-13C061/A	<b>Amendment No. - N° modif.</b> 002
<b>Client Reference No. - N° de référence du client</b> DND	<b>Date</b> 2013-02-26
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAL-104-6052	
<b>File No. - N° de dossier</b> CAL-2-35092 (104)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-03-04</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Twomey, Margaret L.	<b>Buyer Id - Id de l'acheteur</b> cal104
<b>Telephone No. - N° de téléphone</b> (403) 292-4450 ( )	<b>FAX No. - N° de FAX</b> (403) 292-5786
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**This amendment is to replace the original published Request for Proposal document in its entirety**

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Improvement of Requirement During Solicitation Period
6. Bidders' Conference

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award and Certifications Required with the Bid

### **PART 6 - OTHER REQUIREMENTS**

1. Security Requirements
2. Insurance Requirements

### **PART 7 - RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws

Solicitation No. - N° de l'invitation

W0142-13C061/A

Client Ref. No. - N° de réf. du client

DND

Amd. No. - N° de la modif.

002

File No. - N° du dossier

CAL-2-35092

Buyer ID - Id de l'acheteur

cal104

CCC No./N° CCC - FMS No/ N° VME

- 
10. Priority of Documents
  11. Defence Contract
  12. SACC Manual clauses
  13. Insurance
  14. Work Permits and Licenses

**List of Annexes:**

- |           |                                  |
|-----------|----------------------------------|
| Annex "A" | Statement of Work                |
| Annex "B" | Basis of Payment                 |
| Annex "C" | Insurance                        |
| Annex "D" | Security Requirements Check List |
| Annex "E" | Technical Evaluation             |

**This amendment is to replace the original published Request for Proposal document in its entirety**

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Mandatory Technical Criteria, the Insurance Requirements, Security Requirement Check List, and any other annexes.

### **2. Summary**

For the provision of Helicopter Support Services for the British Army Training Unit Suffield (BATUS), Canadian Forces Base Suffield at Ralston, Alberta. These services will include training exercises for BATUS, movement of personnel and equipment.

Period of Contract: One year from Contract award, with the option to extend for two (2) additional one-year periods.

*"There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site."*

"The requirement is subject to a preference for Canadian goods and/or services."

Pursuant to section 01 of Standard Instructions 2003, **Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder.** Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and relate documentation.

For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield in accordance with the "Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces' Training in Canada" and the Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (the "MOU").

### 3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

### 2. Submission of Bids

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

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fourteen (14) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is

eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

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

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.

#### **5. 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 seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### **6. Bidders' Conference**

A bidders' conference will be held at 1650, 635 - 8th Ave. SW Calgary, AB on Friday, 15th February, 2013. The conference will begin at 10:30 am, in Aurora Video Conference Boardroom. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least two (2) working days before the scheduled conference.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)  
 Section II: Financial Bid (1 hard copy)  
 Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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.

### **Section II: Financial Bid**

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

#### **1.2 Exchange Rate Fluctuation**

C3011T (2010-01-11), Exchange Rate Fluctuation

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- 
- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the "technical", *and* "financial", evaluation criteria and certifications.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

### 1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex E - Evaluation Criteria

### 1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

All amounts below are estimates for evaluation purposes only and will not form part of the Contract.

For this evaluation, it is assumed:

1 exercise = Day 1 - mobilize, orientation  
 Day 2-11 - 5 hours a day  
 Day 12 - 5 hours of flying and then demobilize

The aggregate bid price will be determined by evaluating each Contract Period using the prices provided in Annex B - Basis of Payment and multiplied by the information below. Each Contract period total will then be added together to determine the aggregate bid price.

1. Flying Rate for each helicopter (if applicable)(this will be determined by the number(s) of aircraft needed to meet the 40 lift requirement)

multiplied by 60 hours (5 hours multiplied by 12 days per exercise)  
 multiplied by 3 exercises.

Plus:

2. Mobilization & Demobilization rate multiplied by 3 exercises.

Plus:

3. The Daily minimum rate applied to the first day of each exercise (3 exercises)

Plus:

4. Cancellation Charge multiplied by 1 exercise.

= Contract Period Total



\*Note: If there is any day where the combined daily flying rate total (5 hours) is lower than the daily minimum rate, then the daily minimum rate will be applied instead of the daily flying rate total.

SACC Manual clause A0220T (2007-05-25) Evaluation of Price

## 2. Basis of Selection - Highest Combined Rating of Technical Merit 60% and Price 40%

1. To be declared responsive, a bid must:

a. comply with all the requirements of the bid solicitation; and

b. meet all mandatory criteria and mandatory technical criteria; and

2. Bids not meeting (a) or (b) will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 % .

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$65,000 (65).

<b>Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	90	86	75
<b>Bid Evaluated Price</b>	C\$80.000	C\$70.000	C\$65.000

Calculations	Technical Merit Points	Price Points	Total Score
<b>Bidder 1</b>	$\frac{90}{*100} \times 60 = 54.0$	$\frac{**65}{80} \times 40 = 32.5$	86.5
<b>Bidder 2</b>	$\frac{86}{*100} \times 60 = 51.6$	$\frac{**65}{70} \times 40 = 37.1$	88.7
<b>Bidder 3</b>	$\frac{75}{*100} \times 60 = 45.0$	$\frac{**65}{65} \times 40 = 40.0$	85.0

\* represents the maximum number of points for technical merit

\*\* represents the lowest evaluated price

### 3. Insurance

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified at Annex C - Insurance.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through

independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229)  
(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## **2. Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### **2.1 Federal Contractors Program - \$200,000 or more**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the

signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) ( ) is not subject to the FCP, being a regulated employer under the

Employment Equity Act, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

## 2.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to

reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes ( ) No ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax. **0**

## 2.3 Education and Experience

### 2.3.1 SACC Manual clause A3010T (2010-08-16) Education and Experience

## 3 Additional Certification Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

### 3.1 A3050T Canadian Content Definition 2010-01-11

#### 3.1.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

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

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

The Bidder certifies that:

( ) a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

### 3.2 Status and Availability of Resources

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

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

## PART 6 OTHER REQUIREMENTS

### 6.1 Security Requirement

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

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7-Resulting Contract Clauses;

- 
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7- Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
  3. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

## 6.2 Insurance Requirements - included at Annex C

## PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid, dated \_\_\_\_\_.

For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield in accordance with the "Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces' Training in Canada" and the "Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (the "MOU").

### 1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### 1.1.1 Task Authorization Process

##### Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

## Task Authorization Process:

1. The **Technical Authority** will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the **Technical Authority**, within **five (5)** calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the **Contracting Authority** has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 1.1.2 Task Authorization Limit

The Contracting Authority may authorize individual task authorizations up to a limit of \$500,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

### 1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **60%** of the Maximum Contract Value for Training Year 2013; **50%** of Limitation of Expenditure for Training Year 2014 and **50%** of Limitation of Expenditure for Training Year 2015.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.



### 1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a **quarterly basis** to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than **fourteen (14) calendar days** after the end of the reporting period.

#### Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain (*contracting authority to edit the text as applicable*):

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- iv. the total amount, GST or HST extra, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

#### For all authorized tasks:

HST/GST

- i. the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, GST or HST extra, expended to date against all authorized TAs.

### 1.1.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by TBD (*Department of National Defence designation*). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## 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>) issued by Public Works and Government Services Canada.

### 2.1 General Conditions

2035 (2012-11-19), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 3. Security Requirement - for Canadian suppliers

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex D;
  - (b) Industrial Security Manual (Latest Edition)

## 4. Term of Contract

### 4.1 Period of the Contract

The period of the Contract is from date of contract award to 30 April 2014. The work is to be performed during the period of June 1, 2013 to October 31, 2013

### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the

extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Margaret Twomey  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Directorate: Western Region  
 Address: #1650, 635 - 8th Ave. SW Calgary, AB T2P 3M3

Telephone: 403-292-4450  
 Facsimile: 403-292-5786  
 E-mail address: margaret.twomey@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **5.2 Project Authority**

The Project Authority for the Contract is:

#### **TO BE ANNOUNCED UPON AWARD**

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **5.3 Contractor's Representative**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ TBD . Customs duties are included as applicable and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.3 Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the Work occurring during each Exercise 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.

#### 6.4 **SACC Manual Clauses**

C0705C	Discretionary Audit	2010-01-11
C0711C	Time Verification	2008-05-12
A9117C	Direct Request by Customer Department	2007-11-30
C2000C	Taxes - Foreign-based Contractor	2007-11-30

### 7 **Invoicing Instructions**

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

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### 8. **Certifications**

#### 8.1 **Compliance**

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**8.2      A3060C              Canadian Content Certification              2008-05-12**

### 9. **Applicable Laws**

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

### 10. **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2035 (2012-11-19) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Security Requirements Check List;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_TBD\_\_\_\_.

## 11. Defence Contract

SACC *Manual* clause A9006C (2012-07-16) Defence Contract

## 12. SACC Manual Clauses

A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A0038C	Air Transportation	2006-06-16
A7017C	Replacement of Specific Individuals	2008-05-12
A9062C	Canadian Forces Site Regulations	2010-01-11
B4028C	Air Charter Conditions	2008-05-12
D3014C	Transportation of Dangerous Goods / Hazardous Products	2007-11-30

## 13. Insurance

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 14. Work Permit and Licenses

The Contractor must obtain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation.

The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor will provide a copy of any such permit, license, or certificate to Canada.

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## **ANNEX A**

### **STATEMENT OF WORK**

**For**

**Support Helicopter**

### **TABLE OF CONTENTS**

#### **Section**

1.0 REQUIREMENT

2.0 BACKGROUND

3.0 SECURITY

4.0 OBJECTIVE

5.0 TASKS AND DELIVERABLES

6.0 COMPLIANCE

7.0 TECHNICAL AND ADMINISTRATIVE AUTHORITIES LANGUAGE

8.0 SUPPORT

9.0 LANGUAGE

10.0 ACRONYMS

For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield in accordance with the "Agreement between the government of Canada and the government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces' Training in Canada" and the "Memorandum of Understanding between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland concerning British Forces Training at Canadian Forces Base Suffield (the MOU)".

## **1.0 Requirement**

Provision of helicopter services to the British Army Training Unit Suffield (BATUS), Canadian Forces Base Suffield, Ralston, Alberta.

## **2.0 Background**

BATUS trains armoured and armoured infantry Battle-Groups (BGs) in the planning and execution of all operations of war, with a view to conducting armoured operations in high intensity war fighting. This aim is achieved through the medium of Tactical Engagement Simulation (TES) and live firing exercises. These exercises are conducted in a harsh environment on demanding terrain and last up to 36 days per exercise.

The principal task of BATUS is to plan and conduct up to 4 exercises per year for BGs to train to collective level standards. The Prairie Thunder exercises incorporate all the operations of war. Each exercise consists of 10 days of live fire training followed by 12 days of TES training against an opposing force (OPFOR).

One of the required training objectives at BATUS is Air-Land Integration (ALI), in particular the use of Support Helicopter (SH). This is considered a high priority training requirement and aims to train the planning, coordination, and execution of SH tasking in ground operations.

## **3.0 Security**

References: A - Defence Security Manual Chapter 2. B - National Defence Security Policy Chapters 29 and 35. C - National Defence Security Instructions Chapter 44. D - Government Security Policy Article 3. E - Industrial Security Manual Chapters 1, 2 and 6. F - Defence Controlled Access Area Regulations G - CANFORGEN 064/09 ADM IE. H -CANFORGEN 145/08 VCDS.

3.1 There is a security requirement with this Statement of Work. All contractors and their sub-contractors must possess at least a PWGSC reliability clearance for unescorted access to CFB Suffield as at 01 July 2013 pursuant to Treasury Board of Canada Secretariat policy <http://publiservice.tbs-sct.gc.ca/sim-gsi/publications/spin-amps/2008/2008-03-spin-eng.asp>



Once the company is security screened by PWGSC it is the responsibility of the company security officer (CSO) <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/ch1/intro-eng.html#ch1-104> to provide a Visit Clearance Request (VCR) to the Canadian and Industrial Security Division (CISD) within PWGSC to ensure access to the base. The approved VCR must ultimately be forwarded to CFB Suffield. A recurring visit <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/ch6/prtcl-eng.html#ch6-601> is one that authorizes a series of visits over an extended period of time, up to one year. The VCR is renewable on an annual basis, subject to an on-going requirement. Pertinent security points are as follows:

3.2 Prior to the commencement of work under this contract and in accordance with Reference E, the civilian company that is awarded the contract is to be registered with the Canadian Industrial Security Directorate (CISD) and be granted a Designated Organizational Screening (DOS) to the Reliability Level.

3.3 Prior to commencing work under this contract and in accordance with References A, B, D and F, all civilian contractors employed by the Department of National Defence (DND) are to be registered with CISD and be granted a Reliability Security Status Screening (RSSS). Unscreened sub-contractors, temporary or replacement workers may perform work under this contract provided they are signed in daily, escorted and monitored at all times by a qualified person while they are within a military establishment.

3.4 It is the responsibility of the prime contractor's CSO and/or ACSO to ensure that operators of company vehicles are in possession of a valid and current provincial driver's licence and that they retain it on their person at all times while within a military establishment.

3.5 It is the responsibility of the prime-contractor's CSO and or ACSO to ensure that all sub-contractors (if applicable) comply with the following directions:

- a. Prime contractors must ensure the security of all CLASSIFIED/PROTECTED information and assets placed with subcontractors. Contractors shall subcontract work only to companies holding a valid Designated Organization Screening < <http://ssi-iss.tpsgc-pwgsc.gc.ca/ssi-iss/org/vod-dos-eng.html>> or Facility Security Clearance <<http://ssi-iss.tpsgc-pwgsc.gc.ca/ssi-iss/org/vod-dos-eng.html>> of the type and at the level appropriate to the work to be performed under the contract;
- b. A subcontractor must obtain Canadian Industrial Security Status Approval prior to being awarded a subcontract;
- c. It is the responsibility of the prime contractor to ensure the security of information and assets placed with subcontractors. Contractors shall issue as part of the subcontract, either a copy of the Security Requirements Check List (SRCL)

< <http://ssi-iss.tpsgc-pwgsc.gc.ca/ssi-iss/sc-cs/lvers-srcl-eng.html> > and any additional security guidance that forms part of the prime contract, or a new SRCL and any additional security guidance appropriate to the work covered by the subcontract.

d. Contractors shall not award a CLASSIFIED/PROTECTED subcontract to organizations located outside Canada without the PRIOR written approval of CISC (PWGSC) contracting authority. The security status of foreign organizations must be verified through CISC before entering into any commercial commitments. In addition, any transfer of CLASSIFIED/PROTECTED information to a foreign country must be channelled through CISC.

3.6 All contractors must be aware that the Base Commander and/or Unit Commanding Officers may at any time change the Level of Force Protection (FP). If the level of FP increases, access to CFB Suffield and DND properties may be delayed, hindered or prohibited. In the case that access is delayed, hindered or prohibited the prime contractor is to contact their DND Project Authority (PA) for further direction. The DND PA is to revisit the project and contact the 1 Military Police Regiment Suffield Platoon Commander to request advice.

3.7 All Support Helicopter flights will be restricted to flying in accordance with Canadian Forces Base Suffield Range Standing Orders Ch 4, Part 1, Para 4. In particular, transit flights across the training area should remain within 250 metres left and right of the rattle snake road with a minimum altitude of 500 ft above ground level.

3.8 No imagery may be collected of the CFB Suffield training area SOUTH of the 76 Northing (CYR 230). No imagery collected in CYR 229 may be used by other than British Army Training Unit Suffield (BATUS) without the expressed written consent of the CFB Suffield Base Commander.

The SRCL for this contract includes all points above and can be found at **Annex D**.

#### **4.0 Objective.**

4.01 For the provision of civilian SH (capable of lifting material and personnel) to the military training delivered at BATUS, in order to enhance the training capability and deliver more efficiently units trained for operations in line with the Field Army's requirements.

To meet the directed requirement of the provision of SH to Lead Armoured Battlegroup high readiness training at BATUS (in the absence of guaranteed military support), it is necessary to secure a reliable source of SH for BATUS training. Synthetic emulation to enable exercising troops to conduct planning activities is not an option due to the real time requirement to move men and material. SH is introduced to TES training to ensure real world considerations are replicated as realistically as possible within a complex airspace practising exercising troops in the planning, coordination and execution of a capability they will routinely employ on operations. This service is in support of BATUS training at CFB Suffield and is critical to the deployment of

troops on current operations. Whilst the majority of passengers on all SH tasks will be military personnel, there will be a number of occasions where civilian staff will also be lifted.

## 5.0 Tasks & Deliverables

The contractor must deliver the following specified tasks:

5.01. When moving personnel, the contractor must be able to lift 40 passengers, with equipment, concurrently. Capacity of individual aircraft will be point rated within the Technical Evaluation (Annex E). Equipment is defined up to max wt of 50kg per passenger with contents listed at the end of Annex A. It is acceptable for this requirement to be achieved by multiple rotary aircraft in the same sortie. The movement of personnel constitutes approximately 80% of all taskings.

5.02. The contractor must be able to lift assorted military material weighting up to 1400kg both internally within the aircraft and also under-slung (exterior to the aircraft). When under-slinging loads, the contractor must provide all necessary equipment and personnel to supervise the loading and rigging of items to be lifted. A list of material likely to be lifted is enclosed.

5.03. The contractor must provide aircraft with a minimum endurance of 1hr 20 min per lift when loaded with troops.

5.04. The contractor must be able to immediately re-task for pre-planned periods during the tasking window

5.05. The aircraft must be capable of providing a Medical Response Team capability. This implies the carriage of 2 personnel on a stretcher with an additional 4 seated passengers. Note that a MRT capability is notional and the contractor will not be required to provide actual MEDEVAC capability; lift is required to support training only.

5.06. The contractor must provide a **rear crew member for each aircraft in operation**. This is in accordance with UK flying regulations and replicates the flying crew expected of aircraft on operations. Responsibilities of the rear crew member are as follows:

- a. Assist soldiers in the emplaning and deplaning of the aircraft.
- b. Ensure that all equipment and personnel are secured in the rear of the aircraft, iaw aircraft and company specific regulations.

5.07. All aircrew must be dressed in military style (green) aviation coveralls.

5.08. All airframes must be capable of installing a BATUS Safety Net (BSN) radio. The radio will be **provided by BATUS** and provides safety communications whilst operating on the training area.

## 5.1 Scope of Work

5.101. **Dates.** The contractor is required to support each BATUS exercise, in particular the TES phase, during specific pre-agreed time windows, of each exercise within a training year. During training year 2013, the following exercises are planned. Note that these are subject to change and should be used for initial planning purposes only. **Note: HS services are required at the latter half of these exercises**

- a. Ex Prairie Thunder 2                      6 Jul 13 – 2 Aug 13.
- b. Ex Prairie Storm 1                        30 Aug 13 – 5 Oct 13.
- c. Ex Prairie Storm 2                        19 – 31 Oct 13.

5.102. It is expected (but not guaranteed) that 4 exercises will be scheduled for training years 2014 and 2015. Note that this figure could go up or down.

5.103. **Estimated exercise breakdown.** As follows for BATUS:

- a. Day 1. Arrive no later than 10:00hrs. Tasking will likely consist of familiarization of aircrews with the training area and to familiarize exercising troops with the aircraft. Low fly day.
- b. Days 2-11. Expect to move troops and equipment as required around the training area.
- c. Day 12. Expect to move troops and equipment as required around the training area. Tasks complete by approximately 1500hrs.

5.104. **Flying time.** Up to 5 hours flying time per day for up to 12 days per exercise to support the TES phase of each exercise. Each exercise therefore has an estimated 60 hours flying time. Flying time is defined as a sortie departing from and returning to CFB Suffield.

5.105. The majority of tasking will be pre-planned with a minimum of 2hrs notice to move (NTM), conducting multiple movements of personnel and of assorted military material.

5.106. Immediate tasking is deemed as 15mins NTM and is to be available for pre-planned periods during the tasking window to simulate MRT tasks.

5.107. The contractor must be flexible in operating and flying hours to achieve the agreed flying rate within the agreed operating timescale while maintaining mandated crew safety requirements.

5.108. **Aircraft type.** It is desirable that the aircraft flown be NATO type eg Chinook, Sea King, Griffon, Puma, or Merlin HC3. It is not essential for aircraft to visually represent a military aircraft (such as colour schemes).

## 6.0 Compliance

6.01. **Airworthiness.** In supplying the services required, the contractor will comply with the provisions of the Canada Transportation Act, the Air Transportation Regulations, the Canadian Aviation Regulations, and the Aeronautics Act, and with all directions, orders, rules, and regulations made there under which are applicable to the said service. In particular, the contractor must hold a valid Air Operator Certificate issued by Transport Canada and a valid domestic license (if applicable) issued by the Canadian Transportation Agency.

6.02 **Prior NATO aviation experience.** Although prior experience of military aviation is not mandatory, it is desirable for the contractor to be experienced and knowledgeable in UK and/or NATO aviation operations. Ideally this will be via the employment of ex UK military aircrew. Such experience will be evaluated as point rated criteria within the technical evaluation (Annex E).

6.03. The contractor must be granted Technical Airworthiness by DND Technical Airworthiness Authority (TAA) and Operational Airworthiness by the DND Operational Airworthiness Authority (OAA). The contractor must also receive a Temporary Authority to Operate (TAO) in Canada, and an exemption letter from selected CARs by the Department of National Defence.

6.04. The pilot-in-command of the aircraft will receive and act upon instructions given by the authorized representative of BATUS in respect of the scheduling and operational use of the contractor's aircraft, subject to the serviceability of the aircraft and weather conditions.

6.05. When, for safety or other reasons, the contractor or pilot-in-command temporarily suspends a flight or any portion of the specified service, BATUS will have the right to demand a written statement of cause.

6.06. The aircraft provided for the purpose of this contract will be equipped with serviceable radio equipment capable of transmitting and receiving on frequencies in use at the departure, en-route and at destination. The aircraft must also have an Emergency Locator Transmitter (ELT).

6.07. The contractor must comply with CFB Suffield Range Standing Orders at all times during the contract period. The standing orders will be provided at contract award.

6.08. **Certification and Compatibilities.** As follows:

- a. Certified to operate in Canada by Transport Canada.
- b. Certified by Canadian Air Force to operate in Canadian Military Airspace.
- c. Be able to operate safely in accordance with CAA safety standards and regulations and be fully compliant with BATUS and CFB Suffield Range Standing Orders.

- d. Contractor aircraft must have **VHF radio capability (Freq 126.2)** capable of operating in the frequency range 225-399.975 Mhz compatible with Harris 117 radio or similar compatible communication system.

6.09. **Safety.** The pilot-in-command of the aircraft will provide a safety briefing for all passengers before flight. The safety brief must consist of, as a minimum, the information below:

- a. Procedures for enplaning and deplaning.
- b. Location and use of survival equipment and emergency locator transmitter (ELT).
- c. Location and use of all exits.
- d. Emergency procedures.
- e. Procedures as applicable to flight operation.
- f. If provided and where required, under-slung load operating and safety procedures.

6.10. **Inspection.** All services provided will be subject to the approval of and acceptance of BATUS or other authorized representatives who will have the right to inspect the aircraft, and operational documentation including flight plan or flight notification, loading records, logs and aircrew logbooks, in order to ensure compliance with the terms and conditions stated within the contract.

6.11. **Cancellation of Flights.** Without restricting any other term and condition, any exercise may be terminated in whole or in part by BATUS giving written notice at least seven (7) days prior to the requested services' start time. There will be no charge to Canada for such termination. If the cancellation or delay is made within less than seven (7) days, prior to the requested charter start time, the cancellation charge will apply.

6.12. **Meetings.** There will be a requirement, at various stages, for meetings between BATUS and the contractor at HQ BATUS, CFB Suffield. These will usually be:

- a. Prior to BATUS exercises for the purpose of exercise planning and coordination.
- b. Provide liaison, coordination, updates, after action reviews, feedback etc. These meetings will be required on an 'as and when' basis at BATUS' discretion.

6.13. BATUS will likely require liaison with the contractor on an 'as required' basis. This is expected to be face to face however the opportunity exists for video or teleconferencing. These meetings are deemed as short (less than 30 minute) administrative meetings.

6.14 **Briefings.** Initial briefing to aircrew by BATUS will be conducted outside the flying hour allocation projection. The projected timeframe is 15 minutes for each day of actual flying and will be completed by telephone or video conferencing or in person.

6.15. **Debriefing.** It is essential that the contractor provides feedback to BATUS to improve training through the distribution of learning points noted by the aircrew after each mission has been conducted. This is likely to take the form of a short written note during the post mission de-brief.

## 7.0 Technical & Administrative Authorities

### Technical Authority

Maj R Melling

OC 29 Flight

HQ BATUS

### Administrative Authority

Mr Bernd Trommeshauser

G4 Procurement Officer

## 8.0 Support

8.01 The contractor will be responsible for the transit to CFB Suffield and exercise area as well as all maintenance to airframes and all administrative and logistical events (less fuel – see below). Travel and living expenses will be paid according to the Treasury Board Guidelines.

8.02 In order to reduce operating costs, BATUS reserves the right to provide the contractor aviation fuel to enable tasks tied implicitly to this contract. Whilst the provision of BATUS fuel is intended throughout the duration of the contract, it is not guaranteed and therefore the contractor must have means to deliver the contract requirements without relying on BATUS for any logistical support, including fuel.

8.03. The contractor will not be provided any government furnished support or equipment and will be self sufficient wherever possible unless specified here-in.

8.04. BATUS will provide, if needed, aviation operations room facilities, landing points, maps etc in order to facilitate the delivery of the contract. Clarification must be sought, as required, prior to contractor planning.

8.05. Between taskings within an exercise, the contractor is entitled to leave aircraft within 29 Flight, negating the potential need to commute. All personnel supporting these aircraft, including all aircrew, will not be authorized to remain within CFB Suffield between **Exercises**. The local town of Medicine Hat is approximately 40 minutes away and has numerous hotels and food outlets that can support such crew.

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## 9.0 Language

All work including tasks and deliverables will be completed in the English language, spoken and written.

## 10.0 Acronyms

AC	-	Aircraft
BATUS	-	British Army Training Unit Suffield
BG	-	BattleGroup
BSN	-	BATUS Safety Net
DND	-	Department National Defence
HQ	-	HeadQuarters
MOD	-	Ministry of Defence
MOU	-	Memorandum of Understanding
MRT	-	Medical Response Team
NTM	-	Notice to Move
TA	-	Technical Authority
TES	-	Tactical Engagement Simulation
TSV	-	Training Support Vehicle
UK	-	United Kingdom



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## SUPPORT HELICOPTER EQUIPMENT CARRIAGE LIST

1. The following list is a list of equipment BATUS personnel will have for transportation but is not limited to:
  - a. Participating troops with small arms and ammunition.
  - b. Smoke grenades, tear gas grenades.
  - c. Additional small arms ammunition.
  - d. Special and common pyrotechnics and hand signal devices.
  - e. Lanterns, stoves and heaters.
  - f. Motor spirits (gasoline) or naphtha in 1, 2, 5 10 or 20 litre approved containers.
  - g. Hexamine fuel tablets (compressed fuel).
  - h. Medical stores.
  - i. Matches (except strike anywhere or non-safety matches).
  - j. Compressed air underwater breathing apparatus.
  - k. Lithium batteries (class 9 miscellaneous).
  - l. IMP heaters (water reactive solid, class 4.3, UN 2813)
  - m. One self inflating life jacket per passenger, including carbon dioxide (CO2) cylinders.
2. Any restrictions based upon aircraft type will be addressed on a case-by-case basis.

## ANNEX B

### BASIS OF PAYMENT

**G.S.T. is to be excluded of the prices quoted herein**

**G.S.T. if applicable, will be shown as a separate item on the invoice**

#### Fuel Charges

Fuel charges **are not included** in the rates. The base cannot provide refueling services at CFB Suffield. The Contractor must provide its own refueling trucks or any other means of refueling.

All fuel charges shall be reimbursed at cost, supported by receipts, with **no allowance** for overhead or profit.

#### Travel and Living Expenses

If the Contractors personnel are required to live away from the Contractors Base of Operations, the Carrier will be reimbursed for actual expenses incurred, supported by receipts (receipts not required for meals and incidentals), with no allowance for overhead or profit.

Expenses for accommodations, meals, incidentals, and ground transportation between the aircraft and living quarters at the operating site, shall not exceed the Treasury Board Travel and Living guidelines, in effect at the time the expenses are incurred. ([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_113/menu-travel-voyage-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp))

#### Determination of Firm Rate Per Hour

(a) Except as provided in subsection (b), the hours and minutes for which a charge is made shall be computed from the time the aircraft leaves the surface of the earth and terminating when the aircraft touches the surface of the earth at the next point of landing. The term "Firm Rate Per Hour" is an hourly charge or portion thereof of "Air Time" as defined in the Canadian Aviation Regulations, Part VIII, Air Navigation Services, and will be the basis of calculating charges for air services.

(b) When operations involve a continuous succession of flights, each of less than ten (10) minutes duration, and the engine is not shut down between such flights, air time shall be computed from the time the aircraft leaves the surface of the earth for the first flight and ceases when the aircraft touches the surface of the earth at the final point of landing.

(c) In determining the duration of a flight:

- i) each fraction of an hour shall be stated as a decimal, established on the basis of a six minute period;
  - ii) each period of less than three minutes shall be rounded to zero, and;
  - iii) each period of between three and six minutes shall be rounded to six minutes,
- except that no flight shall be considered to have a duration of less than 0.1 hour.

Item	Description	Firm Price
<b>A. CONTRACT PERIOD 1:</b> Dates: Contract Award - 30 April 2014 inclusive.		
(The Work is to be performed between June 1, 2013 and October 31, 2013)		
1.	All inclusive hourly <b>"Air time" flying rate</b> to provide Heli-Service during exercise sessions (including lubricants)	
	a. Primary Helicopter: Type: _____ Lift Capacity: _____	\$ _____ Hour
	b. Secondary Helicopter: Type: _____ (if applicable) Lift Capacity: _____	\$ _____ Hour
The pricing and information provided below in "c." and "d." will not make up any part of the financial evaluation.		
	c. (If applicable) Night flying rate increase per hour for a. and b.	\$ _____ Hour
	d. (If applicable) Underslung equipment transportation rate increase per hour for a. and b.	\$ _____ Hour
2.	<b>Mobilization &amp; Demobilization:</b> All inclusive rate for mobilization to and from the Contractors base of operations and CFB Suffield.	\$ _____ / Exercise
3.	<b>Daily Minimum Charge</b> for time spent at the base during exercises including standby time.	\$ _____ / Day
4.	<b>Cancellation Charge:</b> As per Annex A. (Subsection 6.11)	\$ _____ Cancellation

**B. OPTION PERIOD 1:** Dates: 01 May 2014 - 30 April 2015 inclusive.

(The Work is to be performed between June 1, 2014 and October 31, 2014)

1. All inclusive hourly "**Air time**" **flying rate** to provide Heli-Service during exercise sessions (including lubricants)

a. Primary Helicopter: Type: \_\_\_\_\_ \$ \_\_\_\_\_ Hour  
Lift Capacity: \_\_\_\_\_

b. Secondary Helicopter: Type: \_\_\_\_\_ \$ \_\_\_\_\_ Hour  
(if applicable) Lift Capacity: \_\_\_\_\_

The pricing and information provided below in "c." and "d." will not make up any part of the financial evaluation.

c. (If applicable) Night flying rate increase per hour for a. and b. \$ \_\_\_\_\_ Hour

d. (If applicable) Underslung equipment transportation rate increase per hour for a. and b. \$ \_\_\_\_\_ Hour

2. **Mobilization & Demobilization:** All inclusive rate for mobilization to and from the Contractors base of operations and CFB Suffield. \$ \_\_\_\_\_ Exercise

3. **Daily Minimum Charge** for time spent at the base during exercises including standby time. \$ \_\_\_\_\_ Day

4. **Cancellation Charge:** As per Annex A. (Subsection 6.11)  
\$ \_\_\_\_\_ Cancellation

**C. OPTION PERIOD 2:** Dates: 01 May 2015 - 30 April 2016 inclusive.

(The Work is to be performed between June 1, 2015 to October 31, 2015)

1. All inclusive hourly "**Air time**" **flying rate** to provide Heli-Service during exercise sessions (including lubricants)

a. Primary Helicopter: Type: \_\_\_\_\_ \$ \_\_\_\_\_ Hour  
Lift Capacity: \_\_\_\_\_

b. Secondary Helicopter: Type: \_\_\_\_\_ \$ \_\_\_\_\_ Hour  
(if applicable) Lift Capacity: \_\_\_\_\_

The pricing and information provided below in "c." and "d." will not make up any part of the financial evaluation.

c. (If applicable) Night flying rate increase per hour for a. and b. \$ \_\_\_\_\_ Hour

d. (If applicable) Underslung equipment transportation rate increase per hour for a. and b. \$ \_\_\_\_\_ Hour

2. **Mobilization & Demobilization:** All inclusive rate for mobilization to and from the Contractors base of operations and CFB Suffield. \$ \_\_\_\_\_ Exercise

3. **Daily Minimum Charge** for time spent at the base during exercises including standby time. \$ \_\_\_\_\_ Day

4. **Cancellation Charge:** As per Annex A. (Subsection 6.11)  
\$ \_\_\_\_\_ Cancellation

## ANNEX C

### INSURANCE REQUIREMENTS

#### 1. Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
  - (a) **Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (c) **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (d) **Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (e) **Employees** and, where applicable, Volunteers must be included as Additional Insured.
  - (f) **Aviation Passenger Liability and inclusive Medical Payments:** If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
  - (g) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (h) **Employers Liability** (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) **Products and Completed Operations:** To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
  - (j) **Non-owned Aircraft Liability:** To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
  - (k) **Permission to Transport Hazardous Goods.** The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.

## 2. Aircraft Charter

1. The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:

- (a) liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
- (b) in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
  - (i) \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
  - (ii) \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
  - (iii) \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.

2. The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.

3. The Contractor's insurance must include the following:

- (a) **Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (b) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- (c) **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (d) **Contractual Liability:** The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.

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### 3. All Risk in Transit Insurance

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$ 1,000,000 per shipment. Government Property must be insured on Replacement Cost basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
  - (a) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
  - (b) **Loss Payee:** Canada as its interest appears or as it may direct.
  - (c) **Waiver of Subrogation Rights:** Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defence, the British Army Training Unit Suffield and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.



Solicitation No. - N° de l'invitation

W0142-13C061/A

Client Ref. No. - N° de réf. du client

DND

Amd. No. - N° de la modif.

002

File No. - N° du dossier

CAL-2-35092

Buyer ID - Id de l'acheteur

ca1104

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX D**

### **SECURITY REQUIREMENTS CHECK LIST**

**(Included as a PDF)**

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## ANNEX E

### SUPPORT HELICOPTER TECHNICAL EVALUATION

#### MANDATORY AND POINT RATED TECHNICAL EVALUATION CRITERIA

##### Stage 1

##### Mandatory Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

##### Stage 2

##### Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be deemed nonresponsive and given no further consideration. The rated requirements are as follows:

##### 1. Prior NATO aviation experience

A maximum of 40 points are allocated to this section and bidders must obtain a score of at least 10. The Bidder must provide a complete and detailed description which will enable the Evaluation Team to gain a complete understanding of the Bidder's prior NATO aviation experience.

- |    |                                    |   |           |
|----|------------------------------------|---|-----------|
| a. | Excess of 24 months' experience    | - | 40 points |
| b. | 6 months' to 24 months' experience | - | 30 points |
| c. | 1 month to 5 months' experience    | - | 20 points |
| d. | Less than 1 months' experience     | - | 10 points |

##### 2. Employment of ex UK Regular Military aircrew

A maximum of 20 points are allocated to this section with no minimum pass mark set. The Bidder must provide reference that their aircrew have prior UK Regular military aviation experience. (The phrase 'Regular' excludes personnel that have Reservist or Cadet level experience).

- |    |                  |   |           |
|----|------------------|---|-----------|
| a. | Prior experience | - | 20 points |
| b. | No experience    | - | 0 points  |

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### 3. Aircraft capacity

A maximum of 40 points are allocated to this section and bidders must obtain a score of at least 20. It is desirable for the contractor to operate aircraft whose capacity implies that the lift of 40 passengers be completed by multiple aircraft. This will develop the planning and coordination of aircraft tasking at Battle Group level.

- a. Lift capacity of 1-10 personnel (with associated personal equipment) per aircraft
  - 40 points
- b. Lift capacity of 11-20 personnel (with associated personal equipment) per aircraft
  - 30 points.
- c. Lift capacity of 21-40 personnel (with associated personal equipment) per aircraft
  - 20 points.

#### Stage 3

##### Financial Bid.

Only Bidders meeting ALL Mandatory Requirements, achieving at least the required minimum percentage on the Point-Rated for each category will be evaluated on the basis of their Financial Bid.

The Financial Evaluation will be carried out by the Contracting Authority independent of the Technical Evaluation Committee responsible for rating the Technical Bid.