

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Pacific Region**  
**401 - 1230 Government Street**  
**Victoria, B.C.**  
**V8W 3X4**  
**Bid Fax: (250) 363-3344**

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Aircraft Charter Parachute Training	
<b>Solicitation No. - N° de l'invitation</b> W0133-15T003/A	<b>Date</b> 2015-01-08
<b>Client Reference No. - N° de référence du client</b> W0133-15T003	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-251-6637	
<b>File No. - N° de dossier</b> VIC-4-37118 (251)	<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 2015-02-13</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<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> Fletcher, Erin	<b>Buyer Id - Id de l'acheteur</b> vic251
<b>Telephone No. - N° de téléphone</b> (250) 363-3612 ( )	<b>FAX No. - N° de FAX</b> (250) 363-0395
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFSSAR 19 WING COMOX P.O.BOX 1000 STN MAIN COMOX BRITISH COLUMBIA V0R2K0 CANADA	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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 - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Delivery Required - Livraison exigée</b> See Herein	<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation

W0133-15T003/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic251

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

W0133-15T003

File No. - N° du dossier

VIC-4-37118

CCC No./N° CCC - FMS No/ N° VME

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W013315T003/A  
Client Ref. No. - N° de réf. du client  
W013315T003

Amd. No. - N° de la modif.  
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VIC-4-37118

Buyer ID - Id de l'acheteur  
vic251  
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Annex "A"	Requirement
Annex "B"	Basis of Payment
Annex "C"	Insurance Requirements
Annex "D"	Annual Reporting Requirements
Annex "E"	DND 626, Task Authorization Form

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include the Requirement, the Basis of Payment, the Insurance Requirements, the Annual Reporting Requirements, and DND 626 Task Authorization Form.

### 1.2 Summary

The Department of National Defence – Canadian Forces School of Search and Rescue (CFSSAR) requires parachute operations support in the provision of chartered aircraft resources with crew to conduct domestic parachute training programs in British Columbia and Alberta for a three (3) year period from contract award.

As per the Integrity Provisions under section 01 of Standard Instructions 2003 *and* 2004, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the *Supply Manual* for additional information on the Integrity Provisions.

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of the *bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

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

### 1.3 Debriefings

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

## PART 2 – BIDDER INSTRUCTIONS

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## 2.1 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) (<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](#) (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## 2.2 Submission of Bids

Bids must be submitted 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.

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

## 2.3 Former Public Servant

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

### Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the

Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

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

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

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

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

#### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** (    ) **No** (    )

If so, the Bidder must provide the following information:

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

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## 2.4 Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **FIVE (05)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

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.

## PART 3 – BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (2 hard copies)

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) (<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.

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## **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 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**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment/Evaluation in Annex "B". The total amount of Applicable Taxes must be shown separately.

### **3.1.2 Exchange Rate Fluctuation**

*SACC Manual* Clause C3011T (2013-11-06), Exchange Rate Fluctuation

### **3.1.3 SACC Manual Clauses**

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

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two 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 two 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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Annex "A".

#### **4.1.2 Financial Evaluation**

#### **4.1.2.1 Mandatory Financial Criteria**

Refer to Annex "B".

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria**

*SACC Manual* Clause A0031T (2010-08-16), Basis of Selection- Mandatory Technical Criteria

### **PART 5 – CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid**

#### **5.1.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

##### **5.1.1.1 Integrity Provisions – Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

##### **5.1.1.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

#### **5.1.2 Certifications Required with the Bid**

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

#### 5.1.2.1 Canadian Content Certification

SACC *Manual* clause [A3050T](#) (2010-01-11), Canadian Content Definition

#### 5.1.2.2 Conditionally Limited

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause [A3050T](#), may be considered.

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

**The Bidder certifies that:**

**The service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).**

(   ) Yes (   ) No

## PART 6 – INSURANCE REQUIREMENTS

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 in Annex "C".

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 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A", as and when requested by Canada during the period of the Contract.

An obligation for any Work will come into force only when a Task Authorization (TA) is approved and issued in accordance with the clause entitled "Task Authorization Process".

### 7.1.2 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.

#### 7.1.2.1 Task Authorization Process

1. The **Project Authority** will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex "E".
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 **Project Authority**, within **FIVE/05** 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 **Procurement 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.

#### 7.1.2.2 Task Authorization Limit

The **Procurement Authority** may authorize individual task authorizations up to a limit of **\$100,000.00**, Applicable Taxes 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.**

#### 7.1.2.3 Canada's Obligation – Portion of the Work – Task Authorizations

*SACC Manual* clause B9031C (2011-05-16), Canada's Obligation – Portion of the Work – Task Authorizations

#### 7.1.2.4 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 **05/FIVE** calendar days after the end of the reporting period.

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## 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:

### For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, 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:

- i. the amount (exclusive of Applicable Taxes) 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, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## 7.1.2.5 Task Authorization – Department of National Defence

The administration of the Task Authorization process will be carried out by the **Procurement Authority at 19 Wing Comox**. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 7.3 Security Requirement

There is no security requirement applicable to this Contract.

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of contract award through September 30, 2017, inclusive.

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Erin Fletcher  
Supply Officer  
Public Works and Government Services Canada  
Pacific Region, Acquisitions Branch  
401 – 1230 Government Street, Victoria, B.C.  
Telephone: (250) 363-3612  
Facsimile: (250) 353-0395  
E-mail: erin.fletcher@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.

In the event you are unable to contact the above noted Authority, please contact:  
PAC.VICCA@tpsgc-pwgsc.gc.ca

### 7.5.2 Project Authority

The Project Authority for the Contract is: *To be provided at the time of contract 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.

### 7.5.3 Procurement Authority

The Procurement Authority for the Contract is: *To be provided at the time of contract award.*

The Procurement 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 procurement of the Work under the Contract.

### 7.5.4 Contractor's Representative

Contractor is to complete table below:

Contact for:	Name	Telephone	Email
Contracting Issues			
Technical Issues			
Invoicing Issues			

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

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## 7.7 Payment

### 7.7.1 Basis of Payment

For the firm price portion of the initial contract award:

For the Work described in the Requirement in Annex "A" for the 2015 parachute training season: In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex "B" for a cost of \$ \_\_\_\_\_ (to be inserted at time of contract award). Customs duties are included, and Applicable Taxes are extra.

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 Procurement Authority before their incorporation into the Work.

The following type(s) of bases of payment will form part of the approved Task Authorization (TA). The task price must be determined in accordance with the Basis of Payment at Annex "B".

#### a) TA subject to Firm Unit Price(s) or Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid in accordance with the basis of payment, in Annex "B", as specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

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

#### b) TA subject to a Limitation of Expenditure

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 excluded and Applicable Taxes are extra.

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.

### 7.7.2 Limitation of Expenditure – Contract

1. Canada's total liability to the Contractor under the Contract must not exceed **\$960,000.00**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or

- b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **7.7.3 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 Applicable Taxes are extra.

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 Procurement Authority or the Contracting Authority, depending on the approval authority of the resulting task, before their incorporation into the Work.

#### **7.7.4 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 \$ \_\_\_\_\_ (refer to 7.7.5). Customs duties are included and Applicable Taxes are extra.
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.

#### **7.7.5 Limitation of Expenditure Table**

The following table outlines the Limitation of Expenditure:

LIMITATIONS OF EXPENDITURE	
Maximum potential contract value as per 7.7.2	\$960,000.00
Less initial expenditure for 2015 operational season as per 7.1	To be inserted at time of contract award
Remaining limitation for cumulative total of subsequent TAs as per 7.7.4	7.7.2 less contract award = 7.7.4

## **7.8 Method of Payment**

**7.8.1** Payments will be made no more frequently than once per month.

### **7.8.2 Milestone Payments (For a Firm Price TA)**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Task Authorization and 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 work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### **7.8.3 Progress Payments (For a TA subject to a Limitation of Expenditure or a Ceiling Price)**

1. Canada will make progress payments in accordance with the payment provisions of the Task Authorization and the Contract for cost incurred in the performance of the Work up to 100 percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete invoice and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the amount claimed is in accordance with the Basis of Payment and the Task Authorization;
  - c. the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Task Authorization.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Task Authorization and the Contract upon completion and delivery of all work required under the Task Authorization if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### **7.8.4 SACC Manual Clauses**

A9117C (2007-11-30), T1204 – Direct Request by Customer Department

C0711C (2008-05-12), Time Verification

H1001C (2008-05-12), Multiple Payments

## **7.9 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. The invoice must show the Task Authorization (TA) number and, as applicable, the description of the milestone invoiced. Invoices cannot be submitted until all work identified on the invoice is completed.

For TAs subject to a Limitation of Expenditure or a Ceiling Price, each invoice must be supported by:

- a. a list of all expenses, in accordance with the TA;
- b. a copy of time sheets to support the time claimed;
- c. a copy of the release document and any other document(s) as specified in the Contract;
- d. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
- e. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment:

19 Wing Comox  
PO Box 1000, Station Main  
National Defence  
Lazo, B.C. V0R 2K0

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. One (1) copy must be forwarded to the consignee.

## **7.10 Certifications**

### **7.10.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

## **7.11 Applicable Laws**

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

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## 7.12 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-09-25);
- (c) Annex "A", Requirement;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Insurance Requirements;
- (f) the signed Task Authorizations;
- (g) the Contractor's bid dated \_\_\_\_\_ (to be inserted at time of contract award).

## 7.13 Insurance Requirements

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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 7.14 SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations

D3014C (2007-11-30), Transportation of Dangerous Goods/Hazardous Products

## ANNEX "A"

### REQUIREMENT

#### A.1 Requirement

The Department of National Defence – Canadian Forces School of Search and Rescue (CFSSAR) requires parachute operations support in the provision of an aircraft resource with crew to conduct domestic parachute training programs in British Columbia and Alberta for a period of three (3) years from contract award.

**This Statement of Work describes the mandatory and technical requirements of the aircraft resource required to support the parachute training programs.**

Mandatory Requirements
1. Contractor must be in possession of ( <i>provide copy if in possession</i> ) or capable of achieving a Temporary Authority to Operate (TAO) issued by DND to conduct parachute training; If not already in possession of required TAO this will be issued by DND/DTAES upon award of the contract before activity commences.
2. The supplier agrees that, representatives of Canada may conduct, at their discretion, a survey of its facilities, to determine the technical capabilities for performance of the Work described herein. The Supplier hereby agrees to make its facilities, including its resources and documentation, available for this purpose.
3. Services provided to be in accordance with Canadian Forces (CF) parachute safety regulations for Search and Rescue Technicians contained in Air Command Orders, including Standard Manoeuvring Manuals and covered with the TAO, rules and regulations. (Copies are available upon request).
4. Contracted air crew that operate from CF aerodomes will be required to sign as having read the applicable documents (provided by CFSSAR/19 Wing Operations) and will receive a mandatory Wing Ops briefing prior to commencing flying operations.
5. Contracted aircrew/aircraft must be capable of flying and delivering parachute personnel to remote landing airstrips in BC and AB. Contracted aircrew/aircraft must be rated and capable of flying using Instrument Flight Rules (IFR) when required.

Technical Requirements
1. Environmental – All systems and equipment must be fully operable in air temps ranging from -40 degrees to +40 degrees C.

2. Fire safety equipment as required by Transport Canada regulations.
3. Multiple turbine tail-gate (ramp/cargo door) design capable of conducting static line and free fall operations for standing/equipment parachutist exits.
4. Ramp/floor area shall be a minimum of 1.9 m wide with anti-skid surface.
5. Ramp and/or cargo door must be capable of being operated in flight.
6. Aircraft must be capable of conducting personnel parachute drops from 1500 ft. AGL up to 12,500 ft. AGL.
7. Aircraft must be capable of carrying 12 jumpers with full equipment, each jumper weighing an average of 265 lbs.
8. CFSSAR will provide ASD crew a Standards and Training Briefing on all SAR equipment, In-Flight procedures and In-Flight emergency procedures.
9. CFSSAR will provide military Safety Person and associated equipment during all parachuting activity.
10. CFSSAR will pay a "Dry" hourly rate of pay for aircraft/crew resource. In the event of a no fly day or flying less than 2 hours the Contractor will be paid a minimum of 2 hours flying time.
11. CFSSAR will provide pay positioning/repositioning fees as forecasted and accepted in the contract or call-up.

Notes:

1. CFSSAR will provide accommodations, meals and transportation (rental vehicle) for the pilot(s) to a maximum of 2 persons while in support of the contract as per Treasury Board regulations.
2. CFSSAR will forward visiting contractor's particulars to 19 Wing Operations (19 W Ops) and ensure Contractor contacts 19 W Ops (250) 339-8231 / 8233 one week prior to arriving in Comox to receive a PPR#; and
3. 19 Wing Comox will be responsible for aircraft fuel and transient servicing (parking, marshalling, etc.) while at 19 Wing. Fuel while away from 19 Wing Comox will be invoiced direct to their Customer Service local purchase order (LPO) section, contact particulars 250-339-8211 X 8824, Fax: 250-339-8124
4. CFSSAR will provide Contracted crew a Standards and Training briefing on all SAR equipment, In-Flight Procedures and In-Flight emergency procedures.

## A.2 Deliverables

Terminology	
Translations	Descriptions
Ab Initio	Initial training for those with no experience (Basic);
QL5A	Ab Initio/Initial SAR Tech training. A year-long course consisting of multiple phases of instructions covering several Rescue disciplines/skill sets;
DZ	Parachute landing area or drop zone which parachutist targets for landing;
AGL	Above Ground Level, altitude:
TAO	Technical Authority to Operate is an Internal military staffing/technical requirement;
ASD	Alternate Service Delivery Aircraft; and
Phase NCO	Normally a Sergeant (SGT), sometimes a Warrant Officer (WO), who is a Non-Commissioned Member (NCO) in charge of the Training phase being conducted.

Deliverables	
<p>The following are deliverables which are due as specified. The Contractor is to provide:</p> <ol style="list-style-type: none"> <li>1. Comprehensive aircraft capability and walkthrough brief that includes: all aircraft ground and In-flight procedures / emergencies;</li> <li>2. All daily, weekly, and end of training information / documentation shall be shared with the Project Authority of PHASE NCP for CFSSAR records; and</li> <li>3. Contractor in addition to a TAO will require insurance as specified in Annex "E".</li> </ol>	
Basic Parachute Program (QL5A)	Conducted in April/May, staged out of CFSSAR Proper in Comox, BC, for approximately 28 staff and students;
Parachute Recertification	Conducted in May, staged out of CFSSAR Proper in Comox, BC, for between 6 and 22 staff, students and operational SAR Tech;

Final Operations Training & QL5A Graduation Week	Conducted in June, staged out of CFSSAR Jarvis Lake Detachment, Hinton, AB and CFSSAR Proper in Comox, BC consecutively for approximately 28 staff and students. No multiple aircraft are required. Availability of backup aircraft is required within 48 hrs. And when primarily aircraft is unavailable; and
Instructor Parachute Program	Conducted in August, currently being staged out of CFSSAR Proper in Comox, BC, for approximately 22-28 staff and Operational SAR Tech.

Constraints
1. Training can be conducted any day of the week. Typical activity is during the weekdays from 08:00 to 17:00. In the event of inclement weather or unforeseen circumstances, weekends, evenings and nights will be used to meet Training Objectives;
2. Occasionally, Night parachute operations will be conducted based on Training Plans and SAR Tech currencies. All Night jumps will be forecasted at least 24 hours in advance;
3. Provide resource for Parachute Training (QL5A / Parachute Recertification) at CFSSAR Proper, Comox, BC, 28 Apr to 08 May for 2015;
4. Provide resource for Parachute Training (QL5A) at CFSSAR Hinton, AB for 25 May to 05 June 2015 and CFSSA Proper in Comox, BC, for 10 and 11 June for 2015; and
5. Provide resource for Parachute Training (Instructor program) tentatively scheduled at CFSSAR Proper in Comox, BC on 24 to 28 August for 2015.

### A.3 Air Transportation

The Contractor must comply with the provisions of the [Canada Transportation Act](#), S.C. 1996, c. 10, the [Aeronautics Act](#), R.S.C. 1985, c. A-2, the [Canadian Aviation Regulations](#), SOR/96-433 and with all regulations, directions, orders and rules made pursuant to those Acts which are applicable to the services to be performed under the Contract. In particular, the Contractor must hold a valid Air Operator Certificate issued by Transport Canada and a valid licence issued by the Canadian Transportation Agency.

The pilot-in-command of the aircraft must receive and act upon instructions given by the authorized representative of the Identified User in respect of the scheduling and operational use of the aircraft, subject to the serviceability and weather conditions.

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

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

#### **A.4 Aircrew Requirements – Fixed Wing**

The pilot-in-command must have flown a minimum of 1,000 hours on fixed wing aircraft, including 500 hours as pilot-in-command of the type of aircraft specified and 250 hours in areas similar to the Contract area of operation. When so requested by the Identified User, the Contractor must provide documentary proof of such experience.

If at any time during the course of the operations, the flight crew, the maintenance crew or both are considered by the Identified User to be unsatisfactory for safety or other reasons, the Identified User may notify in writing the Contractor that the flight crew, the maintenance crew or both must be replaced. The Identified User must immediately advise the Contracting Authority of the problem with the crew(s). The Contractor must immediately, upon receiving such notification, withdraw and replace the crew specified in the notice. The Contractor must advise the Contracting Authority of the corrective action taken. The aircraft involved must be considered unserviceable until a satisfactory crew resumes operations.

#### **A.5 Air Charter Conditions**

##### **1. Interpretation**

- 1.1 "day" means any period 24 consecutive hours;
- 1.2 "month" means any period of 30 consecutive days; and
- 1.3 "flight" means the movement of an aircraft from the point of take-off to the first point of landing.

##### **2. Operation, Interruption or Cancellation of Charter Flights**

- 2.1 The Carrier must have exclusive operational control over chartered aircraft and its contents and crew.
- 2.2 The Carrier must ensure that every person provided with transportation on a chartered aircraft complies with all the conditions of the Contract, and any persons and property aboard a chartered aircraft are subject to the authority of the pilot-in-charge.
- 2.3 The Carrier may:
  - a. cancel or terminate a charter or any flight of a charter at any time;
  - b. return to base or to the last point of landing; or
  - c. divert or land at an intermediate point, when such action is considered by the Carrier to be necessary owing to the unserviceability of the aircraft, weather conditions or other conditions beyond the control of the Carrier.

##### **3. Dangerous Goods or Hazardous Products**

The Carrier must comply with all laws and regulations applicable to the carriage of dangerous goods or hazardous products.

##### **4. Space for the Carrier's Use**

Any capacity in the chartered aircraft not being utilized by the Charterer may, unless the Charterer objects, be used by the Carrier for carriage of its own personnel, baggage or goods.

##### **5. Cancellations, Non-completions or Deviations**

- 5.1 When a charter is cancelled by the Carrier after commencement, charges will apply for the completed portion only.
- 5.2 No charges will apply to the Charterer:
- a. where flights are not completed due to mechanical failure or crew casualties and the Carrier fails to arrange satisfactory alternative transportation; or
  - b. in respect of any flying in an unsuccessful attempt to complete a flight required under the charter.

## 6. Substitution of Aircraft

- 6.1 When, owing to causes beyond the control of the Carrier, the chartered aircraft is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the Carrier may furnish another aircraft of the same type or, with the consent of the Charterer, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in subsections 6.2 and 6.3.
- 6.2 When a substituted aircraft is capable of a larger payload than the aircraft originally chartered, the payload carried in the substituted aircraft must not be greater than the payload that would have been available in the aircraft originally chartered, unless the Charterer agrees to pay the rates and charges applicable to the substituted aircraft.
- 6.3 When the maximum payload of a substituted aircraft is smaller than the maximum payload of the aircraft originally chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft, except that where such rates and charges are higher than those for the aircraft originally chartered, the rates and charges for the original aircraft chartered will apply.

## 7. Determination of Firm Rate Per Hour

- 7.1 Except as provided in subsection 7.2, the hours and minutes for which a charge is made must 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 of an hourly charge 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.
- 7.2 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 must 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.
- 7.3 In determining the duration of a flight:
- a. each fraction of an hour must be stated as a decimal, established on the basis of a six-minute period;
  - b. each period of less than three minutes must be rounded to zero; and
  - c. each period of between three and six minutes must be rounded to six minutes, except that no flight must be considered to have a duration of less than 0.1 hour.

## 8. Application of Rates and Charges Fixed Wing Only

- 8.1 On charters, rates per mile must apply for all point-to-point flights where flight distances are measurable.
- 8.2 Rates by hour must apply when the Carrier is providing air service for the Charterer engaged in operations involving flights or parts of flights where flight distances are not measurable, or when requested by the Charterer and such request is noted by the Carrier on the invoice.

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## **9. Methods of Measuring Distance Fixed Wing Only**

- 9.1 When a flight is required to be flown over airways routes or routes prescribed by the Department of Transport, the distances must be measured in straight lines along such routes.
- 9.2 The distances of flights, other than a flight referred to in subsection 9.1, must be measured in a straight line between the places of commencement and completion of the Work provided for in the charter, using standard 8 miles to 1 inch aeronautical charts of the National Topographic Series, as issued by the Department of Natural Resources, Ottawa.

### **A.6 Inspection - Charter**

All services provided must be approved by the Charterer or its authorized representative who will have the right to inspect the aircraft, and operational documentation including flight plan or flight notification, loading records, logs and aircrew logbooks, to ensure compliance with the conditions of the Contract.

### **A.7 Safety Briefing**

The pilot-in-command of the aircraft must ensure that all passengers are given a safety briefing before take-off in accordance with Section 602.89, Part VI, General Operating and Flight Rules of the [Canadian Aviation Regulations](#) 2005-2.

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## ANNEX "B"

### BASIS OF PAYMENT / FINANCIAL EVALUATION

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the basis of payment detailed below:

#### 1. Price

The Contract shall be in Canadian dollars, the Goods and Services Tax excluded, FOB Destination, Canadian customs duties and excise taxes included.

#### 2. All-inclusive Firm Hourly or Mileage Rate

The Contract is for firm all-inclusive hourly or mileage rate in accordance with A.5.8 Application of Rates and Charges of Annex A.

#### 3. Reimbursable Expenses: Airport Fee, NavCan Charges, Air Travellers Security Charge and Miscellaneous Charges (if applicable) travel and accommodations

- a) Airport Improvement Fee (AIF), if applicable, shall be reimbursed at cost, with no allowance for overhead or profit. In lieu of receipts, the Carrier must provide evidence of the airport charge at the commencement of the charter.
- b) NavCan Charges and Miscellaneous Charges such as ground handling, and de-icing (if required), shall be reimbursed at cost, supported by receipts, with no allowance for overhead or profit.
- c) Air Travelers Security Charges (ATSC), if applicable, will be paid by the Charterer and collected by the Carrier at listed Airports for the ATSC.
- d) Crew (up to 2 persons) travel and accommodations shall be reimbursed at Treasury Board rates as per the Contract.

Travel will only be authorized within 50 kilometres of the location from which services are being provided. All travel must be pre-authorized by the Project Authority.

- e) Reimbursable expenses are **NOT** to be included in the Firm Charter Price.

#### 4. Costs and Tariffs

- a) Bidders must include all costs/rates associated with this requirement. Any costs/rates not identified in this bid will not be considered.
- b) The National Transportation Agency require that bidders bid in accordance with their tariff filed at their premises, therefore each bidder is responsible for ensuring that its tariff conforms to the terms and conditions as set out herein.

#### 5. Escalation Conditions

The net prices quoted herein are subject to revision upwards or downwards to cover changes in costs after contract award in the following elements:

Imposition of any new or changes to existing levies, tariffs or fees of whatsoever nature applicable to any product, authorized, imposed or agreed to after contract award by the Government of Canada or any provincial government or by any Governmental Regulatory Authority.

## 6. Fuel Costs

Hourly and Mileage Rates are exclusive of fuel, which will be invoiced based on the actual price of the fuel on the day of the flight and will be supported with copies of the receipt, with no allowance for overhead or profit.

The fuel required while conducting operations shall be paid as follows:

- a) While conducting operations at CFB Comox, fuel shall be provided at no cost.
- b) While conducting operations outside of CFB Comox, fuel shall be the responsibility of the Contractor, and shall be submitted as a reimbursable expense at cost, supported by receipts, with no provision for markup.

**Contractor's designated base of operations:** \_\_\_\_\_.

This is the location from which charter operations shall normally commence.

In the event that the resource is located closer to the area from which services will be conducted, then the positioning/repositioning fees shall be applicable from that location. In no event will positioning/repositioning fees exceed the fees applicable from the designated base of operations, regardless of the position of the resource prior to commencement of charter.

	Comox, BC	Hinton, AB
Flight Distance From designated Base of Operations to: (statute miles)		

## AIRCRAFT DATA TABLE

**Bidder must complete and return WITH THEIR BID for each type of aircraft proposed for the aircraft charter services requested herein.**

#	Description	
1	Aircraft Model	
2	Number of Crew	
3	Number of Passengers	
4	Number of Engines	
5	Payload (kilograms)	
6	Cruise Speed (km per hour)	
7	Stated Fuel Consumption (Statute miles per Imperial gallon (mpg))*	

**TABLE 1: Positioning Costs**

Destination	Comox, BC (1)	Hinton, AB (2)
Flight Distance** From designated Base of Operations to: (A)		
Firm Rate per Statute Mile (B)		
Firm positioning cost (A * B) = C		
Firm Miles per Gallon (D) from Aircraft Data Sheet		
Evaluation Fuel Cost (A * D * 1.25) = E		
TOTAL Positioning/Repositioning: (C + E) = (F)		

**Evaluation Fuel Rate:**

For the purpose of evaluation ONLY, the fuel rate listed below shall be utilized in all calculations.

**CDN \$ 1.25/Litre, taxes included.**

For payment purposes, costs will be paid for a single positioning to a designated location, and return to base from a designated location after completion of operations.

**TABLE 2: Firm Hourly Rates**

Firm Hourly Rate (for aircraft and crew) (G)	
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**TABLE 3: Financial Evaluation**

THE FOLLOWING FORMULA WILL BE USED FOR THE PURPOSE OF EVALUATION ONLY:

2 x RETURN positioning to/from designated base of operations and Comox, BC	(4 * (F1)) = H	
1 x RETURN positioning to/from designated base of operations and Hinton, AB	(2 * (F2)) = I	
80 HRS flight time	(80 * (G)) = J	
TOTAL EVALUATED BID PRICE =	(H + I + J)	

**The Contract has no provisions for deposits or advance payments.**

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### C.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.
  - l) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right

to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**Or other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**C.2 Aircraft Charter Insurance**

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.
- e) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
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A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**C.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 \$250,000.00 per shipment. Government property must be insured on "Replacement Cost (new)" 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. 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 Transport and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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**ANNEX "D"**

**ANNUAL REPORTING REQUIREMENTS**

Reports must be submitted within FIVE/05 calendar days of the end of the annual reporting period.

**Reporting periods:**

April 01/14 to Mar31/15  
April 01/15 to Mar31/16  
April 01/16 to Mar31/17  
April 01/17 to Mar31/18

Date of Task Authorization	Task Authorization Number	\$ Value of Task Authorization

<b>Total number of TAs</b> For reporting period	
<b>Total value of TAs</b> For reporting period (GST/HST included)	

**Contractor Name (printed)**\_\_\_\_\_

**Contractor's Representative Name (printed)**\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Solicitation No. - N° de l'invitation  
W013315T003/A  
Client Ref. No. - N° de réf. du client  
W013315T003

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-4-37118

Buyer ID - Id de l'acheteur  
vic251  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "E"**

**DND 626 TASK AUTHORIZATION FORM**

***(Appended)***

Design: Forms Management 993-4050  
Conception : Gestion des formulaires 993-4062

## Instructions for completing DND 626 - Task Authorization

### Contract no.

Enter the PWGSC contract number in full.

### Task no.

Enter the sequential Task number.

### Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

### Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

### Previous value

Enter the previous total dollar amount including taxes.

### To

Name of the contractor.

### Delivery location

Location where the work will be completed, if other than the contractor's location.

### Delivery/Completion date

Completion date for the task.

### for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

### Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

### Cost

The cost of the Task broken out into the individual costed items in **Services**.

### GST/HST

The GST/HST cost as appropriate.

### Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

### Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

### Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

## Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

### N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

### N° de la tâche

Inscrivez le numéro de tâche séquentiel.

### N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

### Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

### Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

### À

Nom de l'entrepreneur.

### Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

### Date de livraison/d'achèvement

Date d'achèvement de la tâche.

### pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

### Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

### Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

### TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

### Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

### Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

### Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.