

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

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

**11 Laurier St./11, rue Laurier
Place du Portage, Phase III**

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**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

Title - Sujet CC144 Challenger Pilot Sim Training	
Solicitation No. - N° de l'invitation W2526-140001/A	Date 2015-02-05
Client Reference No. - N° de référence du client W2526-140001	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZL-100-28434	
File No. - N° de dossier 100zl.W2526-140001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-23	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Landreville, Vincent	Buyer Id - Id de l'acheteur 100zl
Telephone No. - N° de téléphone (819) 956-3907 ()	FAX No. - N° de FAX (819) 956-2675
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div>Specified Herein Précisé dans les présentes</div>	

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

Special Projects/Projets Spéciaux

11 Laurier St./11, rue Laurier

Place du Portage/, Phase III

Floor 10C1/Étage 10C1

Gatineau

Québec

K1A 0S5

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

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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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial 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, Basis of Payment, and Task Authorization Form.

The Attachments include the Technical Criteria, Pricing Schedule, and Certifications Precedent to Contract Award.

2. Summary

This requirement is for "as and when requested" aircraft flight simulator training.

The Department of National Defence 412 (Transport) squadron has a requirement for CC144C Challenger (Bombardier CL604) pilot flight training on a TC/FAA certified Level D flight simulator. The requirement is for the provision of an approved initial and recurrent training including ground school and simulator time.

The period of the Contract is from Contract award to March 31, 2018 inclusive.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods 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.

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Request for services under the Contract will be via a DND 626, Task Authorization.

This requirement does not have security requirements.

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) (<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.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) calendar 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. Bids transmitted to PWGSC by electronic mail will not be accepted.

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

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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

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 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 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.

If the answer to the question and, as applicable, the information are not submitted in or with 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.

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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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If the answer to the question and, as applicable, the information are not submitted in or with 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.

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.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

5. Applicable Laws

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

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

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 (1 hard copies);
- Section III: Certifications of Part 5 (1 hard copies); and
- Section IV: Additional Information (2 hard copies).

This bid solicitation uses Portable Document Format (PDF) technology. To access the PDF form, bidders must have a PDF reader installed. If bidders do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

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; and
- (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 are encouraged to:

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

Section I: Technical Bid

- a) Bidders must complete their technical bid by using the PDF fillable form in Attachment 1 to Part 3 - Technical Bid.
- b) Bidders should complete the interactive form electronically before printing the document for submission.

Section II: Financial Bid

- 1. Bidders must submit their financial bid in US funds and in accordance with the pricing schedule detailed in Attachment 2 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.
- 2. Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- 3. When preparing their financial bid, bidders should review the basis of payment in Annex B and

clause 1.2, Financial Evaluation, of Part 4.

Section III & IV: Certifications and additional information.

In Section III & IV of their bid, Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation and Additional Information in Section IV.

- a) Bidders must complete their Certifications by using the PDF fillable form in Attachment 3 to Part 3 - Certifications and Additional Information.
- b) Bidders must complete the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c) The form must be signed.
- d) Any additional information (supporting information) is to be included in Section IV of Bid package (additional information) and clearly referenced.

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ATTACHMENT 1 TO PART 3

Technical Bid

See attached PDF fillable Form - Attachment 1 to part 3 - technical bid.pdf

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ATTACHMENT 2 TO PART 3

Pricing Schedule

See attached ExcelTM Workbook - Attachment 2 to part 3 - pricing schedule.xls

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ATTACHMENT 3 TO PART 3

Certifications prior to contract award

See attached PDF fillable Form - Attachment 3 to part 3 - certifications.pdf

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.
 - (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- 1.1 Technical Evaluation
 - 1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 3
 - 1.2 Financial Evaluation
 - 1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 2 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
 - 1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 2 to Part 3.

2. Basis of Selection

- 2.1 Basis of Selection - Lowest Compliant Evaluated Price
 - 1. To be declared responsive, a bid must:
 - (a) Comply with all the requirements of the bid solicitation; and
 - (b) Meet all the mandatory evaluation criteria.
 - 2. Bids not meeting (a) or (b) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
 - 3. The responsive bids will be ranked in ascending order of evaluated prices; the responsive bid with the lowest evaluated price being ranked first. Of the highest ranked responsive bids in ascending order of evaluated prices, up to 2 may be recommended for award of a contract.

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PART 5 – CERTIFICATIONS

1. Certifications Precedent to Contract Award

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

Bidders must complete their certifications required under Part 5 by using the Attachment 3 to Part 3.

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PART 6 - FINANCIAL REQUIREMENTS

1. Financial Capability

A9033T (2012-07-16), Financial Capability

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 in Annex A.

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

- (a) The Technical Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex C.
- (b) 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.
- (c) The Contractor must provide the Technical Authority within 3 business 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.
- (d) The Contractor must not commence work until a TA authorized by the Technical 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.

1.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$100,000.00 CAD 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.

1.3 Administration of the TA Process - Department of National Defence

The administration of the TA process will be carried out by _____ (*will be identified at Contract award*). This process includes: monitoring, controlling and reporting on expenditures of the Contract to the Contracting Authority.

1.4 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

1.5 Periodic Usage Reports - Contracts with TAs

1.5.1 The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.

1.5.2 No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs 1.5.3 and 1.5.4 below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

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

1.5.3 For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- a) the TA number appearing on the TA form;
- b) the date the task was authorized appearing on the TA form;
- c) the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- d) the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
 - i) the TA revision number;
 - ii) the date the revision to the task was authorized;
 - iii) the authorized increase or decrease (Applicable Taxes extra);
 - iv) the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
- e) the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
- f) the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
- g) the total amount of Applicable Taxes invoiced;
- h) the total amount paid, Applicable Taxes included;
- i) the start and completion date of the task (as last revised, as applicable); and
- j) the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

1.5.4 For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

-
- a) the sum (Applicable Taxes extra) specified in clause 5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs of the Contract (as last amended);
 - b) the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
 - c) the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
 - d) the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
 - e) the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

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.

2.1 General Conditions

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

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from Contract award to March 31, 2018 inclusive.

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 four (4) additional one (1) year periods 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.

4.3 Option to Extend - Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 30 days under the same conditions to ensure the required transition. 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.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 60 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

4.4 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Vincent Landreville
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Project delivery Services Division –ZL
Division des Services de réalisation des projets- ZL
11 Laurier Street
Gatineau, Québec K1A 0S5 Telephone: 819-956-3907
Facsimile: 819-956-2675
E-mail address: vincent.landreville@tpsgc-pwgsc.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 Technical Authority

(The Technical Authority will be identified at Contract award)

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

5.3 Contractor's Representative

(The Contractor's representative will be identified at Contract award)

6. Payment

6.1 Basis of Payment

6.2 TA subject to a Limitation of Expenditures

- 6.2.1 When the basis of payment specified in a TA authorized and issued under the Contract is 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 TA, as determined in accordance with the basis of payment cost elements, in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's total 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 specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. 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 authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the authorized TA, or
- (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

whichever comes first.

If the notification is for inadequate authorized TA funds, the Contractor must provide to the TA Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs

- 6.3.1 Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ _____ (*amount inserted at contract award*). Customs duties are included and the Applicable Taxes are extra.

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.

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 and requested in all authorized TAs, inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure (contract clause 5.3 , TA subject to a Limitation of Expenditure), whichever comes first.

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.

6.4 Method of Payment - Authorized TA

The following method of payment will form part of the authorized TA:

a) Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- i) 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;
- ii) all such documents have been verified by Canada;
- iii) the Work performed has been accepted by Canada.

6.5 SACC Manual Clauses

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

6.6 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit
C0305C (2008-05-12), Cost Submission

7. Invoicing Instructions

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

In addition, each invoice must be supported by certified flight reports covering all charges for hours flown or other expenditures.

- 7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority.

8. Certifications

8.1 Compliance

Compliance with the certifications 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 or 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 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "" list.

The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*inserted at contract award*) Canada.

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) the general conditions 2035 (2014-03-01) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Task Authorization Form DND 626; and
- (h) the Contractor's bid dated _____ (*inserted at time of contract award*).

11. Insurance Requirements

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.

ANNEX A STATEMENT OF WORK

1. Title

The provision of Initial and recurrent pilot training for Bombardier CL604 Challenger

2. Objectives

To gain and/or increase pilot proficiency for DND personnel on aircraft type Bombardier CL604 Challenger fleet operated by DND 412 (Transport) Squadron.

3. Background

As directed in the Royal Canadian Air force's (RCAF) Flight Operations Manual, "RCAF training practices shall fully embrace the use of simulators and flight training / procedural training devices." As such, 412 (T) Squadron requires regular access to, and the use of, high fidelity simulators for training to ensure its pilots maintain a high level of proficiency in all facets of Challenger 604 flying.

4. Scope

4.1 Initial Pilot training:

All Pilot Initial Training serials must incorporate eleven (11) simulator sessions, for a total of forty-five (45) hours (10 times 4 hours and 1 times 5 hours). Simulator costs must be charged at dry leased rates. If requested by DND, additional simulator sessions may be added and will be charged at the simulator hourly rate.

4.2 Recurrent pilot training

Pilot recurrent training will be scheduled as mutually agreed by the Contractor and DND. The Squadron will normally have a crew of two (2) pilots. The ground training must be conducted in accordance with the TC or FAA approved Challenger Recurrent Training Syllabus and must include three (3) simulator sessions per crew for a total of twelve (12) hours.

4.3 Contractor led simulator training;

Simulator training conducted with the instructions provided by a contractor supplied instructor. This is also known as wet lease.

4.4 DND led simulator training

Simulator training conducted with the instructions provided by a DND supplied instructor. This is also known as dry lease.

5. Terminology

Terminology Table	
Term	Acronym
Statement of Work	SOW
Contracting Authority	CA
Technical Authority	TA
Flight management system	FMS
Instrument Flight rules	IFR
Pilot in Command	PIC
Supplemental Type Certificate	STC
Global Positioning System	GPS
Department of National Defense	DND

6. Requirements

6.1 Aircraft simulator type

The Contractor must provide:

- a) Provide a Bombardier CL604 Challenger Level D simulator with:
- i) IFR capabilities;
 - ii) Equiped with a Rockwell Collins FMS ver 4.0;
 - iii) Equiped with Safeflight Enhanced Auto Power System (STC 3A8191NM-D or equivalent).

6.2 Ground school training

The contractor must provide:

- i) Complete initial and recurrent pilot ground school training for each student including testing evaluation.

-
- ii) Provide evidence of pass fail at the end of the ground school in a fashion acceptable to DND TA.

6.3 Training facility

The training Facility must be located in North America.

6.4 Operator

The contractor must have an Approved Training Organisation Certificate (ATO) in good standing with Transport Canada or the Federal Aviation Administration.

7. Tasks and Deliverables

7.1 The Contractor must:

- a) Provide suitable simulator, classroom facilities, training material to conduct initial and recurrent pilot training.
- b) Provide course successful completion certification for each student.

8. Client Support

8.1 DND will:

- a) Be responsible for the provision of a training schedule as early as possible;
- b) Be responsible for the provision of a list of candidates

ANNEX B

BASIS OF PAYMENT

A. Contract Period (From award to March 31, 2018)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1. Minimum Flying Hours

The minimum work guarantee is 20% of the annual Estimated Number of Simulator sessions. In regards to training sessions, the contractor will invoice for actual training sessions, on a monthly basis. If applicable, minimum training hour shortfalls will be identified on the last monthly invoice e.g. March of each year.

2. Firm All Inclusive Rate

The Contractor will be paid the following firm all-inclusive rate(s):

2.1 All Inclusive Firm Rate

Table 1		
Training Type	Minimum Work Guarantee	All Inclusive Firm Rate per Ground school seat
CL-604 Challenger initial training As per Annex A 4.1	2 candidates	\$ (amount inserted at contract award)
CL-604 Challenger recurrent training As per Annexe 4.2	2 candidates	\$ (amount inserted at contract award)

Solicitation No. - N° de l'invitation
W2526-140001/A
Client Ref. No. - N° de réf. du client
W2526-140001

Amd. No. - N° de la modif.
File No. - N° du dossier
100zIW2526-140001

Buyer ID - Id de l'acheteur
100zI
CCC No./N° CCC - FMS No./N° VME

2.2 All Inclusive Firm Rate per Flight simulator sessions

Table 1		
Simulator Type	Minimum Work Guarantee	All Inclusive Firm Rate per training sessions
Level D flight simulator wet lease as per Annex 4.3	0 sessions	\$ (amount inserted at contract award)
Level D flight simulator dry lease As per Annex 4.4	20 sessions	\$ (amount inserted at contract award)

Solicitation No. - N° de l'invitation
W2526-140001/A
Client Ref. No. - N° de réf. du client
W2526-140001

Amd. No. - N° de la modif.
File No. - N° du dossier
100zIW2526-140001

Buyer ID - Id de l'acheteur
100zI
CCC No./N° CCC - FMS No./N° VME

3. Total Estimated Cost - Contract Period

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs, of the Contract.

3.1 Total Estimated Cost - Contract Period: \$ _____ (*amount inserted at contract award*).

B. Contract Period (April 1, 2018 to March 31, 2019)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1. Minimum Flying Hours

The minimum work guarantee is 20% of the annual Estimated Number of Flying Hours. In regards to Training sessions, the contractor will invoice for actual training sessions, on a monthly basis. If applicable, minimum training hour shortfalls will be identified on the last monthly invoice e.g. March of each year.

2. Firm All Inclusive Rate

The Contractor will be paid the following firm all-inclusive rate(s):

2.1 All Inclusive Firm Rate

Table 1		
Training Type	Minimum Work Guarantee	All Inclusive Firm Rate per Ground school seat
CL-604 Challenger initial training	2 candidates	\$ <i>(amount inserted at contract amendment)</i>
CL 604 Challenger recurrent training	2 candidates	\$ <i>(amount inserted at contract amendment)</i>

2.2 All Inclusive Firm Rate per Flight simulator sessions

Table 1		
Simulator Type	Minimum Work Guarantee	All Inclusive Firm Rate per training sessions
Level D flight simulator wet lease	0 sessions	\$ <i>(amount inserted at contract award)</i>
Level D flight simulator dry lease	20 sessions	\$ <i>(amount inserted at contract award)</i>

3. Total Estimated Cost - Contract Period

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs, of the Contract.

3.1 Total Estimated Cost - Contract Period: \$ _____ *(amount inserted at contract award)*.

C. Contract Period (April 1, 2019 to March 31, 2020)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1. Minimum Flying Hours

The minimum work guarantee is 20% of the annual Estimated Number of Flying Hours. In regards to Training sessions, the contractor will invoice for actual training sessions, on a monthly basis. If applicable, minimum training hour shortfalls will be identified on the last monthly invoice e.g. March of each year.

2. Firm All Inclusive Rate

The Contractor will be paid the following firm all-inclusive rate(s):

2.1 All Inclusive Firm Rate

Table 1		
Training Type	Minimum Work Guarantee	All Inclusive Firm Rate per Ground school seat
CL-604 Challenger initial training	2 candidates	\$ (amount inserted at contract amendment)
CL 604 Challenger recurrent training	2 candidates	\$ (amount inserted at contract amendment)

2.2 All Inclusive Firm Rate per Flight simulator sessions

Table 1		
Simulator Type	Minimum Work Guarantee	All Inclusive Firm Rate per training sessions
Level D flight simulator wet lease	0 sessions	\$ <i>(amount inserted at contract award)</i>
Level D flight simulator dry lease	20 sessions	\$ <i>(amount inserted at contract award)</i>

3. Total Estimated Cost - Contract Period

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs, of the Contract.

3.1 Total Estimated Cost - Contract Period: \$ _____ *(amount inserted at contract award)*.

D. Contract Period (April 1, 2020 to March 31, 2021)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1. Minimum Flying Hours

The minimum work guarantee is 20 % of the annual Estimated Number of Flying Hours. In regards to Training sessions, the contractor will invoice for actual training sessions, on a monthly basis. If applicable, minimum training hour shortfalls will be identified on the last monthly invoice e.g. March of each year.

2. Firm All Inclusive Rate

The Contractor will be paid the following firm all-inclusive rate(s):

2.1 All Inclusive Firm Rate

Table 1		
Training Type	Minimum Work Guarantee	All Inclusive Firm Rate per Ground school seat
CL-604 Challenger initial training	2 candidates	\$ (amount inserted at contract amendment)
CL 604 Challenger recurrent training	2 candidates	\$ (amount inserted at contract amendment)

2.2 All Inclusive Firm Rate per Flight simulator sessions

Table 1		
Simulator Type	Minimum Work Guarantee	All Inclusive Firm Rate per training sessions
Level D flight simulator wet lease	0 sessions	\$ <i>(amount inserted at contract award)</i>
Level D flight simulator dry lease	20 sessions	\$ <i>(amount inserted at contract award)</i>

3. Total Estimated Cost - Contract Period

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs, of the Contract.

3.1 Total Estimated Cost - Contract Period: \$ _____ *(amount inserted at contract award)*.

E. Contract Period (April 1, 2021 to March 31, 2022)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1. Minimum Flying Hours

The minimum work guarantee is 35% of the annual Estimated Number of Flying Hours. In regards to Training sessions, the contractor will invoice for actual training sessions, on a monthly basis. If applicable, minimum training hour shortfalls will be identified on the last monthly invoice e.g. March of each year.

2. Firm All Inclusive Rate

The Contractor will be paid the following firm all-inclusive rate(s):

2.1 All Inclusive Firm Rate

Table 1		
Training Type	Minimum Work Guarantee	All Inclusive Firm Rate per Ground school seat
CL-604 Challenger initial training	2 candidates	\$ (amount inserted at contract amendment)
CL 604 Challenger recurrent training	2 candidates	\$ (amount inserted at contract amendment)

2.2 All Inclusive Firm Rate per Flight simulator sessions

Table 1		
Simulator Type	Minimum Work Guarantee	All Inclusive Firm Rate per training sessions
Level D flight simulator wet lease	0 sessions	\$ <i>(amount inserted at contract award)</i>
Level D flight simulator dry lease	20 sessions	\$ <i>(amount inserted at contract award)</i>

3. Total Estimated Cost - Contract Period

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs, of the Contract.

3.1 Total Estimated Cost - Contract Period: \$ _____ *(amount inserted at contract award)*.

TASK AUTHORIZATION
AUTORISATION DES TÂCHES

[illegible]

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/ont 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.