



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338

**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> Advanced Composite Repair	
<b>Solicitation No. - N° de l'invitation</b> W6570-17ATT1/B	<b>Date</b> 2017-09-11
<b>Client Reference No. - N° de référence du client</b> W6570-17ATT1	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-209-10313	
<b>File No. - N° de dossier</b> WPG-7-40020 (209)	<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 2017-09-20</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Allard, Ken	<b>Buyer Id - Id de l'acheteur</b> wpg209
<b>Telephone No. - N° de téléphone</b> (204) 229-5423 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE PO BOX 17000 STN FORCES WINNIPEG Manitoba R3J3Y5 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 - Western  
Region  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

<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>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Advanced Composite Repair	W6570	W6570	1	Each	\$	\$	See Herein	

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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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

### **1.2 Summary**

- i. The Royal Canadian Air Force - 2 Canadian Air Division has a requirement to train practising military Aircraft Structures technicians (ACS) to repair Advanced Composite Repair.
- ii. The language of instruction required is English.
- iii. The Advanced Aircraft Composite Repair training curriculum consists of approximately maximum of 30% theory (taught in a classroom environment and includes lectures, exercises), and demonstrations. The remaining 70% is practical application of the theory conducted at the contractor's training site using the contractor's training aids and test equipment.
- iv. This training must be delivered at a contractor's Transport Canada Approved Training Organization.

**1.2.1** The requirement is limited to Canadian goods and/or services.

**1.2.2** The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled [\*Federal Contractors Program for Employment Equity - Certification.\*](#)

### **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**

### **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>) 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 (2017-04-27) 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.

#### **2.2.1 Workers Compensation Certification- Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

### **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 FPS, 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 FPS in receipt of a pension, as applicable:

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

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

### Work Force 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.

## 2.4 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

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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 Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## **2.6 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **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 (1) hard copies  
Section III: Certifications (1) 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.

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

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

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

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## **Section II: Financial Bid**

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

### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex F Electronic Payment Instruments, to identify which ones are accepted.

If Annex F Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

## **Section III: Certifications**

Bidders must submit the certifications and additional information 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.

#### **4.1.1 Technical Evaluation**

**4.1.1.1. Mandatory Technical Criteria** - Mandatory evaluation criteria as detailed in Appendix 1 to Annex A of this bid solicitation.

#### **4.1.2 Financial Evaluation**

**4.1.2.1 Financial Evaluation Criteria** - Refer to Annex B – Basis of Payment

*SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price

### **4.2 Basis of Selection - Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

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

##### **5.1.2.1 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

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

##### **5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition**

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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## 5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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.

## 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

### 5.2.3.2 Education and Experience

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

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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 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 Statement of Work**

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

#### **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 **Department of National Defence** will provide the Contractor with a description of the task using the DND 626, Task Authorization Form as specified in Annex D.
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 bases and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the 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.

##### **7.1.2.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$\_\_\_\_\_ (to be inserted at contract award), 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 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,

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

"Minimum Contract Value" means 10%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work

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performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default. 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.

#### **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 30 calendar days after the end of the reporting period. Data must be submitted on an annual basis to the Contracting Authority.

#### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process.

#### **For each authorized task:**

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

### 7.1.2.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by **2 CAD Department of National Defence**. 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](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

[4008](#) (2008-12-12), Personal Information apply to and form part of the Contract.

### 7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to \_\_/ \_\_, 2017 through to \_\_/ \_\_, 2020 inclusive.

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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

#### 7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract (*to be inserted at contract award*).

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## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ken Allard  
Procurement Branch  
Public Services and Procurement Canada / Government of Canada  
Western Region / Région de l'Ouest  
Direction generale de l'approvisionnement du Canada  
Services publics et Approvisionnement Canada  
Email - [ken.allard@pwgsc-tpsgc.gc.ca](mailto:ken.allard@pwgsc-tpsgc.gc.ca)  
Tel/Tél - (204) 229-5423

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

### 7.5.2 Project Authority

The Project Authority for the Contract is: *(To be inserted at contract award)*

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

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 Technical Authority

The Technical Authority for the Contract is: *(To be inserted at contract award)*

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

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

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content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.5.3.1 Inspection and Acceptance

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

### 7.5.4 Contractor's Representative

The Contractor's Representative is: *(To be inserted at contract award)*

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

### 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.

### 7.7 Payment

#### 7.7.1 Basis of Payment – Firm Unit Price(s) or Firm Lot Price – Task Authorization

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex B. as specified in the authorized TA. Customs duties are excluded" **OR** "subject to exemption") 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.

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

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_ TBD \_\_\_\_\_. Customs duties are included, 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

### 7.7.3 Multiple Payments

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

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

### 7.7.4 T1204 - Direct Request by Customer Department

SACC *Manual* clause [A9117C](#) T1204 - Direct Request by Customer Department (2007-11-30).

### 7.7.5 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 7.7.6 Time Verification

SACC *Manual* clause [C0711C](#) Time Verification (2008-05-12).

## 7.8 Invoicing Instructions

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

### 7.8.1 Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed, including overtime sheet;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. all direct expenses, supported by a copy the invoice

### 7.8.2 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 attention Department of National Defence - A8 Invoice Clerk, 2 Cdn Air Division PO Box 17000 Stn. Forces Winnipeg, MB R3J 3Y5 for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **7.9.3 SACC Manual Clauses**

A3015C Certifications – Contract (2014-06-26)  
A3060C Canadian Content Certification (2008-05-12)  
A0285C Workers Compensation (2007-05-25)  
A9113C Handling of Personal Information (2014-11-27)

## **7.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. *(Insert the name of the province as specified by the Bidder)*

## **7.11 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 supplemental general conditions) 4008 Personal Information (2008-12-12);
- (c) the general conditions 2035 (2016-04-04);
- (d) Annex A, Statement of Work and its appendices;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, the signed Task Authorizations (including all of its annexes, if any);
- (h) Annex E, to Part 5 the Federal Contractors Program for Employment Equity;
- (i) Annex F, to PART 3 of the bid solicitation - Electronic Payment Instruments
- (j) the Contractor's bid dated \_\_\_\_\_, as amended on

## **7.12 Defence Contract**

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract

## **7.13 Foreign Nationals (Canadian Contractor)**

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

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#### **7.14 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.

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## ANNEX A – STATEMENT OF WORK

### AIRCRAFT ADVANCED COMPOSITE REPAIR COURSE

#### 1.0 PART 1 – GENERAL

**1.1 Requirement.** The Department of National Defence (DND) has a requirement to train practising military Aircraft Structures technicians (ACS) to repair advanced composites in support of Royal Canadian Air Force (RCAF) aircraft operations.

**1.2 Terminology.** In the course of this SOW, the following term apply:

**1.2.1 Training Authority (TA).** The RCAF person, normally holding the title of Director of Air Force Training, charged with managing the Advanced Aircraft Composite Repair course and providing the funding source. This individual is responsible for most of the contract activity following award of contract to a technical training facility.

**1.3 Scope of work.** The contractor must deliver:

i) a training course in Advanced Aircraft Composite Repair for up to twenty four (24) military aircraft structures technicians per year; across four (4) serials per fiscal year, each with 6 students (One serial per quarter (eg 15 Feb, 15 May, 15 Aug, 15 Oct). Course start dates to be mutually agreed to upon contract award.

ii) each serial will be two (2) weeks to three (3) weeks maximum; and

iii) each serial must be approximately 30% theory including lectures, exercises and demonstrations; and 70% practical application of theory; and

iv) provide course administration, facilities, training materials and equipment;

**1.4 Target Population.** Each candidate will be qualified journeyman (QL5A) and be employed in the composite repair environment.

**1.5 Language of Instruction.** The language of instruction is English.

**1.6 Right to Inspect.** DND reserves the right to inspect the proposed training facility prior to and after awarding of the contract.

#### 2.0 PART 2 – REQUIREMENTS

**2.1 Course Conduct.** The contractor must conduct an Advanced Aircraft Composite Repair course in accordance with a schedule as agreed between the TA and the contractor for up to twenty four (24) military students per year. The contractor must coordinate the work of all students and provide transportation to and from practical course assignments (i.e. field trips), which occur away from campus, if and when applicable.

**2.2 Course Facilities.** The contractor must be an approved and accredited training facility for Advanced Aircraft Composite Repair training in accordance with any and all applicable provincial regulations. The contractor must provide appropriate classroom facilities and fully equipped training labs to adequately train up to six military student(s) per session.

- 
- 2.3 Course Instructing staff.** The contractor must provide instructors having a thorough knowledge of Advanced Aircraft Composite Repair in the Aerospace industry. With a minimum of three (3) years' experience in delivering Advanced Composite Training.
- 2.4 Course materials.** The contractor must provide all required course materials, such as textbooks, handout materials and supplies for effective course conduct.
- 2.5 Course equipment.** The contractor must provide all required equipment, training aids, special tools, personal protective equipment and consumables for each candidate during each phase of training.
- 2.6 Performance Evaluation.** Each student must be independently assessed. This assessment must be provided within 14 days of the completion of each serial indicating, at a minimum: pass/fail status and rationale behind the student's final grade. Bidder to provide Assessment Plan with solicitation.
- 2.7 Course Evaluation.** Lesson plans and Training Timelines for each topic must be provided at solicitation.
- 2.8 Student evaluation.** Each student must be independently assessed. Bidder to provide Assessment Plan at solicitation.
- 2.9 Student Accommodation.** The contractor shall provide a list of recommended accommodations and eating facilities close to the training institution as per 2.10.
- 2.10 Pre-course Information.** The contractor must prepare pre-course information packages or an online version link for each student, to include items such as the course outline and information on accommodation, restaurants, contact information, registration procedures, recreational facilities, local-area maps, bus schedule, and preparation-for-the-course instructions/materials as required.
- 2.11 Course Certificates.** The contractor must present graduation or achievement certificates to successful candidates. Copies of the certificates shall be provided to the TA by emailing: +AF AETT Resources@AF TRG@Winnipeg. The TA will have the RCAF MITE course coordinator enter the qualifications into the student's records. Certificate design must be approved by the TA prior to the end of the first serial.
- 3.0 PART 3 – COURSE SPECIFICATION**
- 3.1 General.** In general terms, the course must prepare the student to work independently to complete Aircraft Advanced Composite Repair.
- 3.2 Training Requirements.**
- a) Repair Advanced Composite Surface Damage;
  - b) Repair Sandwich Laminates;
  - c) Repair Composite Panels with Fabricated Patches;
  - d) Utilize Special Fasteners in Composite Material (to include drilling into composites and fastener procedures);
  - e) Repair Radome Composites (to include Class II honeycomb panel repair); and
  - f) Apply and Repair Lightning Protection.
- 3.3 Student Evaluation.** Each student must be independently assessed. Bidder to provide Assessment Plan at solicitation.

#### **4.0 PART 4 – Staff Code of Conduct**

**4.1** The contractor's must adhere to an Employee Code of Conduct in the workplace, including the following:

- i. Relationships with students
- ii. Confidentiality
- iii. Conflict of Interest
- iv. Harassment and Discrimination

**4.2** The contractor must provide the following for each serial of training:

- a) A proper training environment to include:
  - i. located within the contractor's site, except as otherwise approved;
  - ii. facility security system;
  - iii. furnished adequately, access to break-out rooms and
  - iv. ancillary services (restrooms, water, and sick room).
- b) Bidder must demonstrate that all specific and special equipment plus training aids are available at the contractor's site for day one of training;
- c) A detailed introductory briefing to the students at the beginning of each serial. This briefing must include:
  - i. safety and administrative topics unique to the contractor's site, (e.g. a map of the training site, site activities, a site calendar);
  - ii. summary of the organization's training capabilities, experience, and the trainer(s) qualifications;
  - iii. an outline of the course schedule, objectives and the training methodologies of used in the course delivery; and
  - iv. participants responsibilities, including attendance, assignments, and code of conduct.
- d) All necessary textbooks and course material in English. All course study material must be available to the student during study hours, in and outside of the classroom;
- e) All necessary consumable items and materials for the contractor's delivery, and the students' receipt, of the training program;
- f) All required contractor personnel for oversight of students during the practical exercises;
- g) The contractor must provide a minimum of 6:1 student to instructor ratio for theory, and 3:1 student to instructor ratio for practical. This ratio may be further impacted dependent on the safety risks involved given the training, the difficulty of the task being completed and the quantity and type of equipment being used;
- h) Oversight of absenteeism, tardiness or other disciplinary problems. This information must then be provided to the TA within 24 hours;
- i) Detailed written reports on student failures must be provided to the TA. Notice of any academic, disciplinary or administrative problems encountered by individual students shall be provided within 24 hours. Attendance and satisfactory performance are mandatory for DND sponsored students; and
- j) The contractor must ensure the DND sponsored students have access to all normal student services provided by the contractor at no additional cost to the students.

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**5.0 PART 5 - SUPPORT PROVIDED BY DND**

**5.1 Candidate Selection.** DND will select candidates for this course, and provide the contractor with a nominal roll of candidate names prior to course commencement.

**5.2 Transportation to and from the course.** DND will provide all travel arrangements to and from the training facility. Additionally, DND will provide all lodgings and meals.

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**Appendix 1 to Annex A**  
**Mandatory Technical Criteria**

1. All aspects of this contract are subject to the provisions of the **STATEMENT OF WORK: ANNEX A**
2. Completion of this Compliance Matrix is mandatory to be considered responsive.
  - a) Bidders must record whether they meet (YES) or not meet (NO) each of the specifications.
  - b) Bidders must provide documentation to demonstrate compliance to each mandatory criterion as identified.
  - c) Bidders must cross reference where in their technical bid, the technical specification is located.
  - d) Where you have indicated compliant, provide the specification being offered which meets or exceeds and cross-reference as to where the supporting documentation is found within your proposal. If there is insufficient space in the table, assign SIR # (Supplementary Information Reference) and provide the appropriate details on a separate page in your proposal. Where published supporting documentation is not available in the form of brochures, technical data sheets etc., mark in the table "certification by signature"
3. Mandatory Specifications: Failure to meet any of the mandatory requirements addressed below will result in your proposal being deemed non-responsive and it will be given no further consideration in the evaluation process.
4. Bidder must complete the following: STATUS: M – Mandatory    D - Desirable
  - a) Indicate “Yes” if compliant or “No” if non-compliant
  - b) Technical Deviations - The bidder **must** list any deviation from the mandatory requirements herein described in the Compliance Matrix

<b>(M) MANDATORY TECHNICAL CRITERIA</b>
M1 – Compliance with the RFP
M2 – Compliance with all Certification Requirements
M3 – Training Location, Facilities and Equipment
M4 – Aircraft Composite Structure Training Course
M5 – Student to Instructor Ratio
M6 – Instructional Staff

<b>(D) DESIRABLE CRITERIA</b>
D1 - Canadian Council for Aviation and Aerospace accreditation CCAA)

<b>MANDATORY TECHNICAL CRITERIA</b>	<b>Bidder is to indicate how they meet the specifications addressed below and cross-reference where this technical specification is located in their technical bid data.</b>	<b>COMPLIANT YES/NO</b>
<p><b>M1 Compliance with the RFP</b> Compliance with the terms and conditions of the RFP and the technical requirements of the Statement of Work at Annex A.</p>		
<p><b>M2 Compliance with Certification requirements:</b> a) The Bidder must be a Transport Canada Approved Training Organization for Aerospace training. The Bidder must submit their TC approval certificate(s) with accreditation to prove compliance; and b) Applicable provincial registration as a professional vocational institution or equivalent.</p>		
<p><b>M3 Training Location, Facilities and Equipment:</b> The Bidder must demonstrate their compliance with the following, providing substantial information describing completely and in detail how the requirement is met or addressed: a) physical location in Canada, including site address where the training will be undertaken; and b) Contractor's Facilities: i) located on the contractor's premises ii) facility security system iii) classroom arrangement and capacity iii) furnished adequately, access to break-out rooms iv) ancillary services (restrooms, water, and sick room or nearby medical facilities); and c) that they have or have available to them all equipment, tooling and training aids required to undertake instruction</p>		
<p><b>M4 Aircraft Advanced Composite Repair Course</b> The bidder must provide: a) a course outline to be delivered over a two to three week period for 30% theory and 70% in practical application of the theory conducted at the contractor's training site using the contractor's training aids and test equipment; and b) a copy of the daily instructional lesson plan(s) identifying all theoretical and practical lessons, including supporting training aids, for Aircraft Structures Advanced Composite training course.</p>		
<p><b>M5 Student to Instructor Ratio</b> The bidder must provide a minimum of 6:1 student to instructor ratio for theory.</p>		
<p><b>D1 - Desirable Criteria</b> – Desirable criteria are performance or characteristic elements that are considered ideal to have, but are not mandatory; nor are they considered as an evaluation criterion.  The Bidder must identify if they are registered with the Canadian Council for Aviation and Aerospace accreditation (CCAA).</p>		<b>N/A</b>

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## ANNEX B BASIS OF PAYMENT

It is mandatory that Bidders submit firm prices for each period of the proposed Contract inclusive of all labour, tools, training aids, supplies and equipment. All Rates in CDN dollars. No other charges will be allowed.

This section, when completed, will be considered as the Bidder's Financial Proposal.

The estimated quantity is an estimate only, provided in good faith for the purposes of evaluation and does not infer that all quantities for that item will be utilized or that the quantities may or may not be exceeded.

Canada reserves the right to replace individual candidates scheduled for training at no additional cost.

Serial	Contract Period by Fiscal Year (FY)	Aircraft Advanced Composite Structures Fiscal Period	Estimated Serials/FY	Firm Unit Price/Serial	Extended Cost
<b>Aircraft Advanced Composite Structures Training Course comprised of no more than 6 students per serial</b>					
S1	2017/18	Contract award to March 31, 2018 (October and February)	2	\$ _____	\$ _____
S2	2018/19	April 01, 2018 to March 31,2019 (May, August, October, and February)	4	\$ _____	\$ _____
S3	2019/20	April 01, 2019 to March 31,2020 (May, August, October, and February)	4	\$ _____	\$ _____
S4	2020/21	April 01, 2020 to March 31,2021 (May and August)	2	\$ _____	\$ _____
	<b>Contract Option Period 1</b>	<b>Optional Courses</b>			
S5	2021/22	April 01, 2021 to March 31,2022 (October and February)	4	\$ _____	\$ _____
	<b>Contract Option Period 2</b>	<b>Optional Courses</b>			
S6	2022/23	April 01, 2022 to March 31,2023 (May and August)	2	\$ _____	\$ _____
<b>EVALUATED TOTAL (S1, S2, S3, S4, S5, plus S6)</b>					\$ _____

## ANNEX C INSURANCE REQUIREMENTS

### A. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General 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, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. 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.
  - f. Blanket 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.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. 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.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - p. 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  
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.

**B. Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
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Client Ref. No. - N° de réf. du client  
W6570-17ATT1

File No. - N° du dossier  
WPG-7-40020

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX D**

### **TASK AUTHORIZATION FORM DND 626 TASK AUTHORIZATION FORM**

## ANNEX E to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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## **ANNEX F to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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