



**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

Gatineau

Core 0B2 / Noyau 0B2

K1A0S5

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

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Charter and Transportation Services Division/Division de
services d'affrètement et transport

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Gatineau

Quebec

K1A0S5

Title - Sujet AIRCRAFT CHARTER - AERIAL SURVEY	
Solicitation No. - N° de l'invitation W7701-197004/A	Date 2018-12-11
Client Reference No. - N° de référence du client 6000454177	
GETS Reference No. - N° de référence de SEAG PW-\$\$LS-102-76010	
File No. - N° de dossier Is102.W7701-197004	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-01-14	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: Jiang, Kevin	Buyer Id - Id de l'acheteur Is102
Telephone No. - N° de téléphone (343) 550-1630 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

1.1 Introduction

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

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

The Attachments include the Technical Criteria, Pricing Schedule and Fillable Certification Form precedent to Contract Award.

The Annexes include Statement of Work, Basis of Payment, Insurance Requirements, Non-Disclosure Agreement and Task Authorization Form 572.

1.2 Summary

Required Service

Defence Research and Development Canada (DRDC) Valcartier Research Center requires a Piper P-31 Navajo, or equivalent aircraft, pilot and all required ground personnel to conduct testing and validation of equipment.

Period

The period of the Contract is from April 1, 2019 to March 31, 2022 inclusive. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional (1) one year periods under the same conditions.

Trade Agreements

Canadian Free Trade Agreement (CFTA).

Measures relating to aviation or air transport, or related services in support of aviation or air transport, are not subject to this Agreement. Notwithstanding the foregoing, Canada's measures relating to aviation or air transport, or related services in support of aviation or air transport, are subject to Article 203 (Transparency) and Article 402 (Regulatory Notification).

Notwithstanding the foregoing, Chapter Five (Government Procurement) is applicable to measures regarding the procurement of aviation goods and services by a procuring entity.

This procurement consists of Transportation Services which are excluded from the application of the NAFTA as per annex 1001.1b-2, Class V.

This procurement is not listed under appendix 1 of the WTO-AGP.

The requirement is limited to Canadian services.

Task Authorization

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

Employment Equity

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.”

ePost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to Part 2 of the bid solicitation entitled Instructions to bidders for further information.

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 (2018-05-22), 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: 60 days
Insert: 120 calendar days.

2.2 Submission of Bids

The 2003 standard instructions is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
 - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
 - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
- Section 07, entitled Delayed bids, is amended as follows:
 - Subsection 1 is amended to add the following piece of evidence: "d. a CPC ePost Connect service date and time record indicated in the ePost Connect conversation activity."
- Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:
"Transmission by facsimile or by epost Connect"

1. Facsimile

-
- a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
- i. receipt of garbled or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.
2. ePost Connect
- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit a bid using epost Connect service, the Bidder must either:
- i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- i. receipt of a garbled or incomplete bid;

- ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by ePost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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 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 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

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choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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.

3.1.1 Bid Submitted Electronically

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.2 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

3.1.2 Bid Submitted in Hard Copies

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid - one (1) hard copy and one (1) soft copy on *USB*
Section II: Financial Bid - one (1) hard copy and one (1) soft copy on *USB*
Section III: Certifications - one (1) hard copy
Section IV: Additional Information - one (1) hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Section I: Technical Bid

Bidders must complete their technical bid in Attachment 1 to Part 3 - Technical Bid.

Section II: Financial Bid

- a) Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule. The total amount of Applicable Taxes must be shown separately.

- b) Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- c) When preparing their financial bid (Attachment 2 to Part 3, Pricing Schedule), Bidders should review Annex B - The Basis of Payment and Part 4 - Financial Evaluation, clause 4.1.2.1

Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information - Attachment 3 to Part 3, Certifications and Additional Information.

- a) Bidders must complete their Certifications by using the PDF fillable form in Attachment 3 to Part 3, Certifications and Additional Information
- b) Bidders should 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.

Section IV: Additional Information

Any additional information (supporting information) is to be included in Section IV of the Bid package (additional information).

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ATTACHMENT 1 TO PART 3 TECHNICAL BID

See attached Technical Bid Form - Attachment 1 to Part 3 - Technical Bid.MS Word

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ATTACHMENT 2 TO PART 3 PRICING SCHEDULE

See attached Excel™ Workbook - Attachment 2 to Part 3 - pricing schedule.xls

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ATTACHMENT 3 to PART 3 CERTIFICATIONS

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

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

Refer to Attachment 1 to Part 3

4.1.2 Financial Evaluation

- 4.1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 2 to Part 3 are provided for bid evaluated price determination only. They are not to be considered as a contract guarantee.
- 4.1.2.2 For bid evaluation and Contractor 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.

4.2 Basis of Selection

4.2.1 Basis of Selection - Lowest Compliant Evaluated Price

To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation
- b) Meet all mandatory evaluation criteria.

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 Certifications Precedent to Contract Award

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

Bidders must complete their Certifications by using the PDF fillable form in Attachment 3 to Part 3 – Certifications.

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 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.

PART 6 – FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

SACC Manual clause A9033T (2012-07-16), Financial Capability

6.2 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 in Annex A.

7.2 Task Authorization Methodology

7.2.1 Task Authorization

7.2.1.1 Work described at Annex A, Statement of Work will be performed under the Contract on an “as and when requested basis”.

7.2.1.2 With respect to the Work mentioned under paragraph 7.2.1 of this clause,

- a) An obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
- b) The TA Authority and limit will be determined in accordance with paragraph 7.2.2 of this clause;
- c) The Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
- d) The task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A ; and
- e) The TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex E, Task Authorization Form. An authorized TA is a completed Annex E signed by the TA Authority.

7.2.2 TA Authority and Limit

7.2.2.1 The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$100,000.00, Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

7.2.2.2 The authority specified under paragraph 7.2.2.1 of this clause is granted subject to the sum specified in the Contract under clause 7.7.3 Limitation of Expenditure - Cumulative Total of all authorized TAs, not being exceeded.

7.2.3 TA Process

7.2.3.1 For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex E Task Authorization Form PWGSC-TPSGC 572, containing as a minimum:

- a) the task or revised task description of the Work required, including:

- i) the details of the activities or revised activities to be performed;
 - ii) a description of the deliverables or revised deliverables to be submitted; and
 - iii) a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
- b) the Contract basis (bases) of payment applicable to the task or revised task; and
- c) the Contract method(s) of payment applicable to the task or revised task and the associated schedule of milestones.

7.2.3.2 Within seven (7) calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

- a) the total estimated cost proposed for performing the task or, as applicable, revised task;
- b) a breakdown of that cost in accordance with Annex B; and
- c) for each resource proposed by the Contractor for the performance of the Work required who is not identified under the Specific Person (s) clause of the Contract:
 - i) the name of the proposed resource; and
 - ii) the resume of the proposed resource.

7.2.4 TA Authorization

The TA Authority will authorize the TA based on:

- a) the request submitted to the Contractor pursuant to paragraph 7.2.3.1 above;
- b) the Contractor's response received, submitted pursuant to paragraph 7.2.3.2 above; and
- c) the agreed total estimated cost for performing the task or, as applicable, revised task.

7.2.4.1 The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph 7.2.3.2 c) above.

7.2.4.2 The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

7.2.5 Minimum Work Guarantee - All the Work - Authorized TAs

7.2.5.1 "Maximum Contract Value" means the sum specified in Contract clause 7.6.3.1, Limitation of Expenditure - Cumulative Total of All Authorized TAs; and "Minimum Contract Value" means 35% of the Maximum Contract Value.

7.2.5.2 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 7.2.5.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

7.2.5.3 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 cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

7.2.5.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the

Contract in whole or in part for default.

7.2.6 Periodic Usage Reports - Contracts with TAs

7.2.6.1 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.

7.2.6.2 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 7.2.6.3 and 7.2.6.4 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.

7.2.6.3 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).

7.2.6.4 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 7.7.3 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,

- d) Applicable Taxes extra;
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.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3.2 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from April 1, 2019 to March 31, 2022 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 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.

7.4.3 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.

7.4.4 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kevin Jiang
Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Traffic Management Directorate
Telephone: 343-550-1630
Facsimile: 613-943-7970
E-mail address: kevin.jiang@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.

7.5.2 Technical Authority

Vincent Roy
Defence Scientist
Spectral and Geospatial Exploitation Section
Defence Research and Development Canada (DRDC)
- Valcartier Research Centre
2458 Route de la Bravoure,
G3J 1X5, Québec, Canada
Telephone: (418) 844-4000 ext. 4291
Facsimile: (418)844-4511
Email address: vincent.roy@drdc-rddc.gc.ca
Government of Canada
www.valcartier.drdc-rddc.gc.ca

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.

7.5.3 Contractor's Representative

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

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

7.6 Payment

7.6.1 Basis of Payment

7.6.2 TA subject to a Limitation of Expenditures

7.6.2.1 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.

7.6.2.2 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.

7.6.2.3 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.

7.6.2.4 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.

7.6.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs

7.6.3.1 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.

7.6.3.2 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.

7.6.3.3 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 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.

7.6.3.4 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.

7.6.4 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.

7.6.5 SACC Manual Clauses

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

7.6.6 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit
C0305C (2014-06-26), Cost Submission

7.7 Invoicing Instructions

7.7.1 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.

7.7.2 Invoices must be distributed as follows:

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

7.8 Certifications

7.8.1 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.

7.8.2 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 "FCPLimited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

7.8.3 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

7.9 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.

7.10 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 (2018-06-21) General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Non-Disclosure Agreement;
- (g) Annex E, Task Authorization Form PWGSC-TPSGC 572; and

(h) the Contractor's bid dated _____ (*inserted at time of contract award*).

7.11 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.12 SACC Manual Clauses

A0038C (2006-06-16), Air Transportation
B4032C (2006-06-16), Safety Briefing
B4028C (2008-05-12), Air Charter Conditions
B4030C (2006-06-16), Aircrew Requirements – Fixed Wing Aircraft

ANNEX A

STATEMENT OF WORK (SOW)

1. Title

AIRCRAFT RENTAL FOR AERIAL SURVEY OUT OF QUEBEC INTERNATIONAL AIRPORT (CYQB)

2. Acronyms

DND	Department of National Defence
DRDC	Defence Research and Development Canada
GPS	Global Positioning System
PFD	Personal Flotation Device
SOW	Statement of Work
TA	Technical Authority
UTM	Universal Transverse Mercator

3. Background

Defence Research and Development Canada (DRDC) Valcartier Research Center, located in Quebec City, requires the use of an aerial platform to conduct testing and validation of equipment.

In the past, DRDC Valcartier Research Center has used a De Havilland Canada Twin Otter (DHC-6) research aircraft of the Canada National Research Council (CNRC) and a Contractor owned and operated Piper Navajo (PA-31) to conduct these activities.

4. Requirements

DRDC Valcartier Research Center requires a Piper P-31 Navajo, or equivalent aircraft, pilot and all required ground personnel to conduct testing and validation of equipment.

Airborne missions will be departing from Quebec City Jean Lesage International Airport (CYQB), and be conducted at altitude ranging from 500 to 4500 meters above ground. Airborne missions will last up to 4 hours and will be conducted at any time during the day or night.

Two types of missions will be conducted:

The first type will occur in the Quebec City area for airborne testing of equipment. Testing missions will typically last between 1 and 3 hours, departing and ending at Quebec City Jean Lesage International Airport.

The second type of missions may occur at deployed locations in North America for evaluation of equipment. Evaluation missions may last up to 20 days, with 2 to 6 hours of airborne operations per day.

The Contractor is required to travel to locations to be specified in the individual task description

Fiscal Year	Test Mission
FY2019/20	5 testing missions in the Quebec City area, each requiring 10 hours of flight time (total 50 hours)
	2 evaluation missions at deployed location, each requiring 50 hours of flight time (total 100 hours)

	100 hours)
FY2020/21	5 testing missions in the Quebec City area, each requiring 10 hours of flight time (total 50 hours) 2 evaluation missions at deployed location, each requiring 50 hours of flight time (total 100 hours)
FY2021/22	5 testing missions in the Quebec City area, each requiring 10 hours of flight time (total 50 hours) 2 evaluation missions at deployed location, each requiring 50 hours of flight time (total 100 hours)
FY2022/23	5 testing missions in the Quebec City area, each requiring 10 hours of flight time (total 50 hours) 2 evaluation missions at deployed location, each requiring 50 hours of flight time (total 100 hours)
FY2023/24	5 testing missions in the Quebec City area, each requiring 10 hours of flight time (total 50 hours) 2 evaluation missions at deployed location, each requiring 50 hours of flight time (total 100 hours)

5. Contractor's Responsibilities

The Contractor must:

- Provide an aircraft and pilot, and all required ground personnel, planning and preparation for the conduct of normal aerial surveys;
- Review, before each aerial survey, the overview maps of the planned aerial survey zones and the flight plans with the specified Universal Transverse Mercator (UTM) coordinates of the point of interests inside those survey zones;
- Provide a safe working environment for the Department of National Defence (DND) personnel and equipment;
- Be responsible for the installation of the imaging systems and supporting equipment and for all certifications required for airborne operations;
- Travel to locations to be specified in the individual task description.

6. DND's Responsibilities

DND will:

- Provide the imaging systems and supporting equipment for the aerial surveys;
- Be responsible for the provision of a Charter Schedule as early as possible;
- Be responsible for the provision of a list of passengers and amount of freight/instruments for each flight;
- Provide overview maps of the survey locations, and data files containing UTM coordinates of the point of interest within each survey area;
- Provide their staffs with appropriate safety equipment such as, but not limited to, helmets, 2 way hand-held radios, Personal Flotation Device (PFDs), Global Positioning System (GPS) units, field maps, first aid kits, survival gear, bear deterrents, etc.

7. Government Furnished Equipment (GFE)

Leica Flight Control Management, Navigation, and Stabilization systems

- 1x Leica IPAS20 control unit, SIDEC 1923760000

- 1x Leica PAV80 gyro-stabilized mount, SIDEC 1923730003
- 1x Leica OC52 pilot display, SIDEC 1923780008
- 1x Leica OC50 opetaor controller, SIDEC 1923790007
- 1x Inertial Measurement Unit, SIDEC 1923850009
- Leica cables, SIDEC N/A

Imaging System

- 3x pushbroom cameras, SIDEC 1966760009, 196640001, 196650000
- 2x frame cameras, SIDEC 1912450001, 1953610001
- 2x lens for the frame cameras, SIDEC 1911380001, 1911390000
- 1x custom sensor mount to PAV80, SIDEC N/A
- Cables, SIDEC N/A

Supporting Equipment

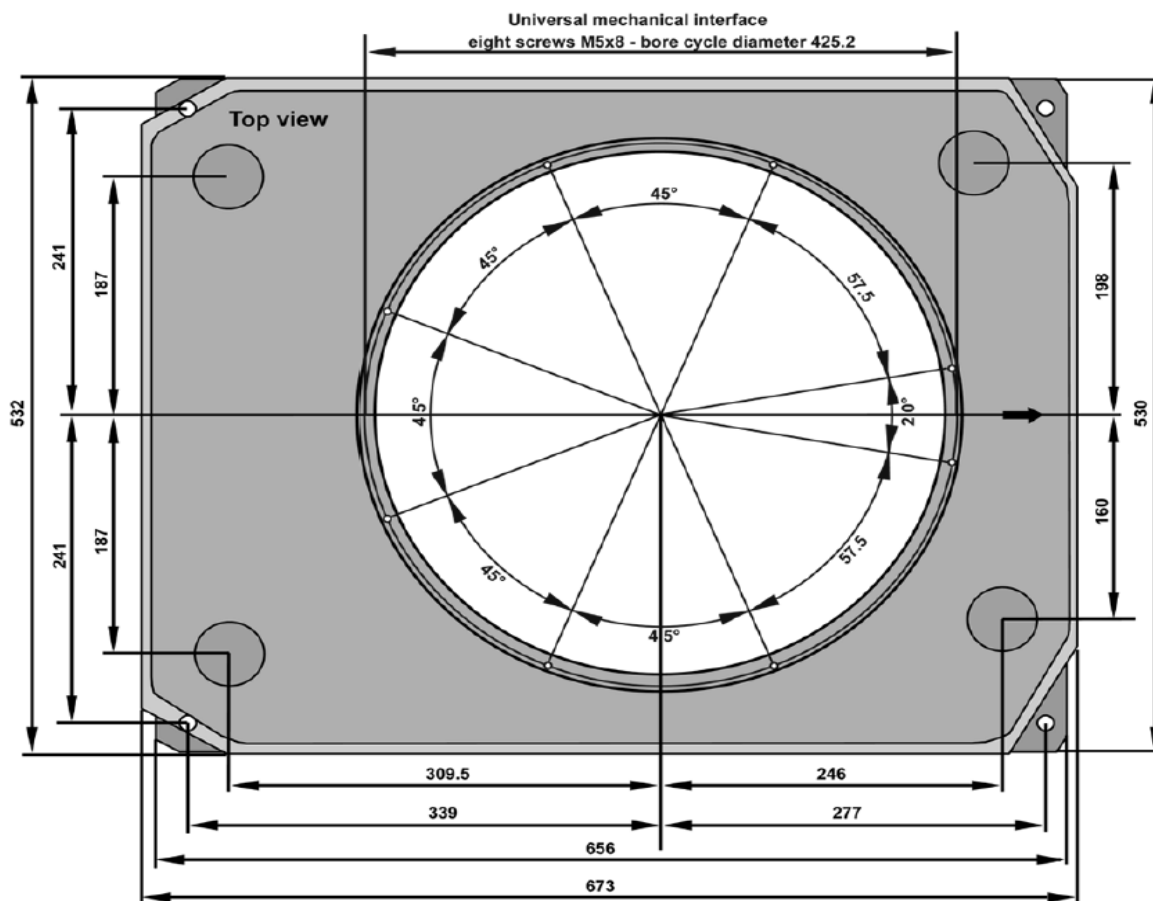
- 1x data acquisition system, SIDEC 1966770008
- 1x data processing system, SIDEC 1929060000
- 1x wired network equipment, SIDEC 1929040002

8. Aircraft and Its Equipment Requirements

The Contractor must provide:

A Piper P-31 Navajo, or equivalent aircraft, with:

- a. IFR capabilities;
- b. One main observation hole in the fuselage floor of minimum diameter of 450mm allowing direct vertical downward viewing, without any obstruction of any kind (ie: window). Hole must be centered along the fuselage line. The main observation hole must have a weight rating of 150 kilogram or greater. Existing mounting points must allow the installation of a Leica PAV80 stabilized mount over the hole without any modifications to the aircraft or the stabilized mount. A diagram of the PAV80 is presented below (all dimensions in millimeter (mm)). Equipment installed on the main observation hole must be accessible during flight to an on-board operator. The Leica PAV80 is airborne-qualified.



- c. One secondary observation hole in the fuselage floor of minimum diameter of 150mm allowing direct vertical downward viewing, without any obstruction of any kind (i.e. window). Hole must be centered along the fuselage line. The secondary observation hole must have a weight rating of 10 kilogram or greater;
- d. Having provisions to install support equipment packaged in two boxes having the following dimensions and weight:
 - Box 1: 58 centimeter (cm) width x 67cm (depth) x 54 cm (height), approx. 90kg
 - Box 2: 52cm (width) x 64cm (depth) x 56 cm (height), approx. 50kg
 Both boxes must be accessible during flight to an on-board operator;
- e. Electrical power up to 1000 watts (W) 28 volts direct-current (VDC) and 1000 watts (W) 110 volts alternating-current (VAC) respectively;
- f. Having provision to install an airborne-qualified GPS antenna outside the aircraft with unobstructed view of the sky;
- g. Having provision to install a Leica OC52 portable navigation interface in full view of the pilot during airborne operations. The Leica OC52 is airborne-qualified;
- h. Having provision to install two laptops;
- i. Allowing for up to three DND representatives to be on-board during airborne operations. At least two of these representatives must be able to sit side-by-side, looking in the direction of flight.

Note: If the aircraft proposed is different from that which is specified, the bidder must provide sufficient technical information and specifications to allow the Technical Authority to complete the evaluation at their sole discretion, as to the acceptability of the aircraft proposed. All modification made to any basic

aircraft must be supported by an approved Supplemental Type Certificate (STC) from Transport Canada (TC).

9. Pilot Qualifications

The Contractor must provide a pilot with the following experience:

- a) a minimum of 500 hours pilot in command (PIC) with instrument flight rules (IFR) endorsement;
- b) a minimum of 100 hours PIC of aerial imagery mission.

Note: Areal imagery missions are defined as a mission requiring following precise GPS/inertial guidance equipment producing plotted patterns on a monitor located in the cockpit.

10. Hangar Facilities

The Contractor must provide a heated servicing hangar at the Quebec City Jean Lesage International Airport. DRDC Valcartier may request to use an alternate hangar at the Quebec City Jean Lesage International Airport on an as and when required basis, given DRDC's Valcartier operational constraints. In that case, all fees will be covered by the DRDC.

When deployed outside of the Quebec City Jean Lesage International Airport, DRDC Valcartier may request a hangar at the deployed location. In that case, the Contractor will be responsible for organizing the logistics and renting the hangar, and all fees will be covered by DRDC Valcartier.

11. Air Operator Certificate

The Contractor must have an Air Operator Certificate (AOC) in good standing with Transport Canada.

ANNEX B

BASIS OF PAYMENT

A. Contract Period (From April 1, 2019 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 flying hours, the Contractor will invoice for actual flying hours, on a monthly basis. If applicable, minimum flying hour shortfalls will be identified on the last monthly invoice e.g. October of each year.

2. Oil/Lubricants/Fuel

The all inclusive firm rate per flying hour includes oil and lubricants but not fuel.

3. Firm All Inclusive Hourly Flying Rate

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

3.1 All Inclusive Firm Rate per Flying Hour (for year 1 of contract period)

Table 1 (for year 1 of contract period)		
A	B	C
Aircraft Type	Minimum Work Guarantee	All Inclusive Firm Rate per Flying Hour
Piper P-31 Navaho (or equivalent)	52.5 hours	\$ (amount inserted at contract award)

3.2 All Inclusive Firm Rate per Flying Hour **(for year 2 of contract period)**

Table 1 (for year 2 of contract period)		
A	B	C
Aircraft Type	Minimum Work Guarantee	All Inclusive Firm Rate per Flying Hour
Piper P-31 Navaho (or equivalent)	52.5 hours	\$ <i>(amount inserted at contract award)</i>

3.3 All Inclusive Firm Rate per Flying Hour **(for year 3 of contract period)**

Table 1 (for year 3 of contract period)		
A	B	C
Aircraft Type	Minimum Work Guarantee	All Inclusive Firm Rate per Flying Hour
Piper P-31 Navaho (or equivalent)	52.5 hours	\$ <i>(amount inserted at contract award)</i>

4. Other Direct Expenses

4.1 The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 4		
A	B	C
Item #	Allowable Categories	Estimated Cost
1	Fuel i.e. supplied by the Contractor, landing fees, Nav Canada charges.	\$ (amount inserted at contract award)
2	Travel and living expenses. As per 4.2	\$ (amount inserted at contract award)

4.2

4.2.1 Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work except as provided for in 4.2.2, for:

- (i) services provided within the Quebec region, Quebec
- (ii) any travel between the Contractor's place of business and the hangar.

4.2.2 Canada will accept travel and living expenses incurred by the Contractor in the performance of: Aircraft operations outside the Quebec region, Quebec where overnight stays are scheduled and approved by the technical authority.

4.2.3 For services to be provided outside the Quebec region, Quebec the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

4.2.4 All travel must have the prior authorization of the Project/technical Authority. All payments are subject to government audit.

4.2.5 DND will reimburse airfare expenses in full for reservations made within five (5) working days following notification to the Contractor of a mission that will take place outside the Quebec region Quebec. DND will reimburse airfare expenses for economy class travel reservation only.

Total Estimated Cost - Travel and Living Expenses: \$ TBD.

5. 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.

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

B.1 Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B.1 Extended Contract Period (From April 1, 2022 to March 31, 2023) – Option One

1. Minimum Flying Hours

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

2. Oil/Lubricants/Fuel

The all inclusive firm rate per flying hour includes oil and lubricants but not fuel.

3. Firm All Inclusive Hourly Flying Rate

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

3.1 All Inclusive Firm Rate per Flying Hour

Table 1		
A	B	C
Aircraft Type	Minimum Work Guarantee	All Inclusive Firm Rate per Flying Hour
Piper P-31 Navaho (or equivalent)	52.5 hours	\$ (amount inserted at contract award)

4. Other Direct Expenses

4.1 The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 4		
A	B	C
Item #	Allowable Categories	Estimated Cost
1	Fuel i.e. supplied by the Contractor, landing fees, Nav Canada charges.	\$ (amount inserted at Option One)
2	Travel and living expenses, as par 4.2	\$ (amount inserted at Option One)

4.2

4.2.1 Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work except as provided for in 2.2, for:

- (i) services provided within the Quebec region, Quebec
- (ii) any travel between the Contractor's place of business and the hangar.

4.2.2 Canada will accept travel and living expenses incurred by the Contractor in the performance of: Aircraft operations outside the Quebec region, Quebec where overnight stays are scheduled and approved by the technical authority.

4.2.3 For services to be provided outside the NCR the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

4.2.4 All travel must have the prior authorization of the Project/technical Authority. All payments are subject to government audit.

4.2.5 DND will reimburse airfare expenses in full for reservations made within five (5) working days following notification to the Contractor of a mission that will take place outside the Quebec region Quebec. DND will reimburse airfare expenses for economy class travel reservation only.

Total Estimated Cost - Travel and Living Expenses: \$ TBD.

5. Total Estimated Cost - Option One

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.

5.1 Total Estimated Cost - Option One: \$ _____(amount inserted at Option One).

B.2 Extended Contract Period (From April 1, 2023 to March 31, 2024) – Option Two

1. Minimum Flying Hours

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

2. Oil/Lubricants/Fuel

The all inclusive firm rate per flying hour includes oil and lubricants but not fuel.

3. Firm All Inclusive Hourly Flying Rate

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

3.1 All Inclusive Firm Rate per Flying Hour

Table 1 (for year 1 of contract period)		
A	B	C
Aircraft Type	Minimum Work Guarantee	All Inclusive Firm Rate per Flying Hour
Piper P-31 Navaho (or equivalent)	52.5 hours	\$ (amount inserted at Option Two)

4. Other Direct Expenses

- 4.1 The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 4		
A	B	C
Item #	Allowable Categories	Estimated Cost
1	Fuel i.e. supplied by the Contractor, landing fees, Nav Canada charges.	\$ (amount inserted at Option Two)
2	Travel and living expenses, as per 4.2	\$ (amount inserted at Option Two)

4.2

- 4.2.1 Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work except as provided for in 2.2, for:
- (i) services provided within the Quebec region, Quebec
 - (ii) any travel between the Contractor's place of business and the hangar.
- 4.2.2 Canada will accept travel and living expenses incurred by the Contractor in the performance of: Aircraft operations outside the Quebec region, Quebec where overnight stays are scheduled and approved by the technical authority.
- 4.2.3 For services to be provided outside the NCR the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- 4.2.4 All travel must have the prior authorization of the Project/technical Authority. All payments are subject to government audit.
- 4.2.5 DND will reimburse airfare expenses in full for reservations made within five (5) working days following notification to the Contractor of a mission that will take place outside the Quebec region Quebec. DND will reimburse airfare expenses for economy class travel reservation only.

Total Estimated Cost - Travel and Living Expenses: \$ TBD.

5. Total Estimated Cost - Option Two

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.

5.1 Total Estimated Cost - Option Two: \$ _____ (*amount inserted at Option Two*).

ANNEX C

INSURANCE REQUIREMENTS

1. Aircraft Charter Insurance

- 1.1 The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
- (a) liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
 - (b) in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
 - (i) \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,350 pounds);
 - (ii) \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,350 pounds) and 8,165kg (18,000 pounds); and,
 - (iii) \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
- 1.2 The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
- 1.3 The Contractor's insurance must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
 - (e) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
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.

2. Aviation Liability Insurance

- 2.1 The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- 2.2 The Aviation Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Employees and, where applicable, Volunteers must be included as Additional Insured.
 - (f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident

limit should be no less than \$300,000 multiplied by the number of passengers.

- (g) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
- (j) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
- (k) 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.

3. All Risk in Transit Insurance

- 3.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$15,000.00 per shipment. Government Property must be insured on Agreed Value (appraisal) basis.
- 3.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

3.3 The All Risk Property in Transit insurance must include the following:

- (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
- (b) Loss Payee: Canada as its interest appears or as it may direct.
- (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

4. All Risk Property Insurance

4.1 The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$15,000.00. The Government's Property must be insured on Agreed Value (appraisal) basis.

4.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

4.3 The All Risks Property insurance policy must include the following:

- (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
- (b) Loss Payee: Canada as its interest may appear or as it may direct.
- (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

5. Environmental Impairment Liability Insurance

5.1 The Contractor must obtain Contractors Pollution 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 accident or occurrence and in the annual aggregate.

5.2 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.

5.3 The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

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- (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

ANNEX D

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No W7701-197004/001/LS between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and Department of National Defense, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: W7701-197004/001/LS

Signature

Date

Solicitation No. - N° de l'invitation
W7701-197004/A
Client Ref. No. - N° de réf. du client
W7701-197004

Amd. No. - N° de la modif.
File No. - N° du dossier
Is102W7701-197004

Buyer ID - Id de l'acheteur
Is102
CCC No./N° CCC - FMS No./N° VME

ANNEX E

TASK AUTHORIZATION FORM

See attached PDF fillable Form – Annexe E PWGSC 572 FORM.pdf

Suppliers can also go to:

<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/3/35/1/25>