



**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**

<b>Title - Sujet</b> Pilot Flying Training	
<b>Solicitation No. - N° de l'invitation</b> W8561-190033/B	<b>Date</b> 2019-01-15
<b>Client Reference No. - N° de référence du client</b> W8561-190033	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$LS-100-76214	
<b>File No. - N° de dossier</b> Is100.W8561-190033	<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 2019-02-05</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ogbumor, Alfred	<b>Buyer Id - Id de l'acheteur</b> Is100
<b>Telephone No. - N° de téléphone</b> (343) 550-1645 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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**

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

<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>

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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.

The Annexes include the Statement of Work, the Basis of Payment, Certifications, DND 626 Task and Authorization Form.

### **1.2 Summary**

DND has a requirement to provide training for the Royal Canadian Air Cadets (hereafter called "Air Cadets") to undertake a "Private Pilot Licence - Aeroplane" course in accordance with Canadian Aviation Regulations (hereafter called "CARs"), consisting of ground school instruction and flight training to Transport Canada Standards. The program has been in effect since 1946 and provides approximately 250 scholarships to obtain a Transport Canada "Private Pilot Licence - Aeroplane".

Responsibility for this National Program is vested in each Cadet region -- Pacific, Northwest, Central, Eastern and Atlantic (five Regions) -- by Canada's appointed Regional Cadet Air Operations Officer (RC Air Ops O). The RC Air Ops O has operational control of all Air Cadet flying in their respective regions and appoints a Supervisory Officer to each contracted Flying School.

The Contractor shall provide services to meet the Natl CJCR Sp Gp requirements in the delivery of this training program to Air Cadets.

**It is the intent to issue multiple Contracts covering each geographic regions.**

The regions are:

Pacific = BC

Northwest = AB, SK, MN, NWT, NT, Yukon

Central = ON

Eastern = QC

Atlantic = NB, NS, PEI, NL

The purpose of the contracts is to provide Private Pilot training services associated with the Royal Canadian Air Cadets. Bidders may submit different bid covering each geographical regions where their

school is located but must indicate which geographic region.

1.2.1 The period of the Contract is from date of award to December 31, 2019 inclusive. The Bidder grants to Canada the irrevocable option to extend the term of the Contract by up to (4) four additional (1) one year periods under the same conditions.

1.2.2 Canadian Free Trade Agreement (CFTA). The requirement is subject to a preference for Canadian goods and/or services.

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).

1.2.3 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.

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

1.2.5 ***Training Site Visit.***

Canada reserves the right to conduct a site visit during evaluation or after contract award to confirm and validate information provided in Bid. A training school that is responsive and awarded a contract can be disqualified if the school facilities does not meet the requirement as indicated in their bid after Training Site Visit (inspection)

1.2.6 **ePost Connect Service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

Here is how you can send your bid by epost. Please follow the instruction:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>

Go to section 08 (2018-05-22) Transmission by facsimile or by epost Connect and follow instruction under section 2. epost connect.

Do not contact Canada Post. On how to send your bid by epost, send email to the following: [tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca)

1.3 **Security Requirements**

There no security requirements associated with the requirement.

1.4 **Debriefings**

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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.

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## 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) (<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: 90 days

### 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 in the bid solicitation.

### 2.3 Former Public Servant

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

## Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

### Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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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 ten (10) 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 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 ten (10) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must 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 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 Offer one (1) hard copy *and one (1) soft copy on USB key*

Section II: Financial Offer one (1) hard copy *and one (1) soft copy on USB key*

Section III: Certifications one (1) hard copy *and one (1) soft copy on USB key*

Section IV: Additional Information one (1) hard copy *and one (1) soft copy on USB key*

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 and demonstrate how they propose to meet the requirements and how they will carry out the Work as identified in Annex "A" - Statement of Work. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

Bidders must also address the requirements of Part 4 - Mandatory Technical Criteria MT1 to MT7 specified in the Attachment 1 of 3. **Bidders are advised to give special attention to each criterion.**

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

### Section II: Financial Offer

Bidders must submit their financial bid in accordance with the "Basis of Payment" Annex "B" - The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. The Bidder must provide rates for all lines and categories specified per each given region.

Bidders should indicate in their proposal which region they are offering their services. Compliant bidders ranked by lowest cost by region to a ceiling number of suppliers. First ranked supplier will have first right of refusal and will be asked to provide maximum number of students that they are willing to accommodate within the timeline of the contract.

1. Bidders must submit a **Firm Ceiling Price per Cadet** as their financial bid. The total amount of Applicable Taxes must be shown separately.
2. Bidders must submit an unconditional bid that does not exceed their posted commercial student rates, Taxes excluded:
- 3 Bidder Firm Ceiling Price per Student is all-inclusive for all related services.

### 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.

- 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.

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- c) The form must be signed.
  
- d) 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 Proposal**

Attachment 1 to part 3 - technical bid

### **ATTACHMENT 2 TO PART 3**

#### **Pricing Schedule**

Attachment 2 to part 3 - Pricing Schedule.xls

### **ATTACHMENT 3 TO PART 3**

#### **Certifications prior to contract award**

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

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## 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

The Bidder must meet the Mandatory Technical Criteria's **MT1 to MT7**, specified in the Attachment 1 of 3. **Bidders are advised to give special attention to each criterion.**

Each mandatory criterion should be addressed separately.

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

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

The rates submitted by the Bidder are inclusive of all fees and expenses for the period of Contract except HST.

The Bidder must submit rates/prices for at least one region. Bidders may bid on more than one region. Bidders will be assessed on a per region basis. Each region must provide a complete solution where all cadets attain their required training as per the Annex A "Statement of Work".

Bidders are not obligated to quote on all regions.

Bidders should indicate in their proposal which region, city they are offering their services (i.e. any of the regions #1 to #5 listed below). Bidders should also indicate in their Financial Bid which aircraft and airport will be used in a particular region.

Bidders failing to fill out the rates for a given school within a given region (city), by leaving an empty space, will be considered non-responsive for that given region (city)

### 4.2 Basis of Selection - Determination of the lowest bidder

- A. Bids will be evaluated by region (Pacific, Northwest, Central, Eastern and Atlantic).
- B. 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.

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- C. Total bid prices per student of same region will be compared and ranked from lowest to highest responsive evaluated price for that region.
- D. The bidder(s) with the lowest compliant evaluated price will be recommended for award of a contract in that region.
- E. Multiple contracts may be awarded in each region based on lowest bid and numbers of Cadets for that region and may be awarded in multiples of 6 Cadets, until the allocation of Cadets for each Region has been met.
- F. Any additional responsive Bidders may be requested to provide a Bid validity extension, in case of future work availability.

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

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 Annex “D” Attachment – Certifications.

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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

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

Solicitation No. - N° de l'invitation  
W8561-190033/B  
Client Ref. No. - N° de réf. du client  
W8561-190033

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Is100.W8561-190033

Buyer ID - Id de l'acheteur  
Is100  
CCC No./N° CCC - FMS No./N° VME

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## **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.

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## **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.

#### **7.1.2 Task Authorization**

Work described in Annex A, Statement of Work, will be performed under the Contract 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.

**7.1.3** With respect to the Work mentioned under paragraph 7.1.2 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 7.1.4 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 ;
- e) The TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex F, Task Authorization Form. An authorized TA must be completed and signed by the Project Authority ; and
- f) The TA will be issued a minimum of two weeks prior to start of work.

#### **7.1.4 Task Authorization Limit**

The Task Authority may authorize individual TAs inclusive of any revisions up to a limit of \$400,000.00, 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.

7.1.4.1 The authority specified under paragraph 7.1.4 of this clause is granted subject to the sum specified in the Contract under clause 7.7.7 Limitation of Expenditure - Cumulative Total of all authorized TAs, not being exceeded.

#### **7.1.5 TA Process**

7.1.5.1 For each task or revision of a previously authorized task, the Task Authority will provide the Contractor with a request to perform a task prepared using Annex F Task Authorization Form DND 626 TASK AUTHORIZATION FORM, 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 and the number and individual names of Cadets to be trained;
  - 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;
- c) The Contract method(s) of payment applicable to the task or revised task and the associated schedule of milestones; and
- d) The regional-specific DND contact names applicable to each Task.

7.1.5.2 Within seven (7) calendar days of its receipt of the request, the Contractor must provide the Task Authority with a signed and dated response prepared and submitted using the TA form received from the Task 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.

#### **7.1.6 Task Authorization (TA) Authority**

The TA Authority will authorize the TA based on:

- a) The request submitted to the Contractor pursuant to paragraph 7.1.5.1 above;
- b) The Contractor's response received, submitted pursuant to paragraph 7.1.5.2 above; and
- c) The agreed total estimated cost for performing the task or, as applicable, revised task.

7.1.6.1 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 7.1.5.2c) above.

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

#### **7.1.7 Minimum Work Guarantee – All the Work – Authorized TA's**

7.1.7.1 "Maximum Contract Value" means the sum specified in Contract clause 7.7.7, Limitation of Expenditure – Cumulative Total of All Authorized Ta's; and "Minimum Contract Value" means 20% of the Maximum Contract Value.

7.1.7.2 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 7.1.7.3 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.

7.1.7.3 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.

7.1.7.4 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 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](#) (2018-06-21), General Conditions - Higher Complexity - Services, 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 award to December 31, 2019 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 four (4) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Alfred Ogbumor  
Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
Traffic Management Directorate  
140 O'Connor, Tower East  
Ottawa, Ontario. K1A 0S5  
Telephone: 1-343-550-1645  
Fax: 613-943-7970  
E-mail address: alfred.ogbumor@pwgsc.gc.ca

Solicitation No. - N° de l'invitation  
W8561-190033/B  
Client Ref. No. - N° de réf. du client  
W8561-190033

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Is100.W8561-190033

Buyer ID - Id de l'acheteur  
Is100  
CCC No./N° CCC - FMS No./N° VME

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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:

*(The Project Authority will be identified at Contract award)*

7.5.2.1 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.

7.5.2.2 Each Region will have a delegated representative for the Project Authority, called the Regional Cadet Air Operations Officers (RCA Ops O) who assume the full responsibilities and authorities of the Project Authority on site at Contractor facilities.

### 7.5.3 Task Authorization (TA) Authority

The TA Authority for the Contract is:

*(The TA Authority will be identified at Contract award)*

The TA Authority is the representative of the department or agency, also known as the Payment Authority and the Requisitioning Authority, is the representative of the department or agency who will ensure Task Authorizations are properly prepared and approved according to the Contract. Any Contract scope changes requested by the Project Authority must be submitted to the Contracting Authority through the Requisitioning Authority, while any Task scope change requests must be submitted for consideration and approval through the TA Authority.

### 7.5.4 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 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**

#### **7.7.2 TA subject to a Limitation of Expenditures**

7.7.3 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.

7.7.4 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.

7.7.5 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.

7.7.6 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.

#### **7.7.7 Limitation of Expenditure - Cumulative Total of all Authorized TAs**

7.7.8 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.

7.7.9 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.

7.7.10 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 7.7.3, TA subject to a Limitation of Expenditure), whichever comes first.

7.7.11 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.

#### **7.7.12 Method of Payment - Authorized TA**

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

##### **a) Milestone Payments**

Canada will pay the Contractor for Milestones identified at Annex B "Basis of Payment" 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.

#### **7.7.13 SACC Manual Clauses**

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

#### **7.7.14 Discretionary Audit**

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

### **7.8 Invoicing Instructions**

7.8.1 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 training school reports covering all charges or other expenditures.

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 for certification and payment.
- (b) DND prefers electronic high resolution pdf invoices submitted by email to:
  - a. Contract Authority, and
  - b. Task Authorization (TA) Authority

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## 7.9 Certifications and Additional Information

### 7.9.1 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.

### 7.9.2 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.

### 7.10 Applicable Laws

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

### 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 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, Attachments;
- (g) Annex E, Historical Data;
- (h) The signed Task Authorizations Form DND 626; and
- (i) The Contractor's bid dated \_\_\_\_\_,

### 7.12 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 seven (7) 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

Title: Air Cadet Power Pilot Scholarship Flying Training Program

#### 1.0 REFERENCES

- A. Canadian Aviation Regulations: <https://laws-lois.justice.gc.ca/eng/regulations/SOR-96-433/>
- B. DND/CAF's A-GA-135-001/AA 001, Flight Safety for the Canadian Armed Forces: <http://www.rcaf-arc.forces.gc.ca/en/flight-safety/manuals.page>
- C. Canada Gazette, Part I, Volume 152, Number 15: Military Airworthiness Investigation Regulations  
<http://www.gazette.gc.ca/rp-pr/p1/2018/2018-04-14/html/reg1-eng.html>
- D. Transport Canada's TP 12862E – How to Start a Flight Training Unit, Second Edition:  
<http://www.tc.gc.ca/eng/civilaviation/publications/tp12862-menu-1666.htm>
- E. Transport Canada's Advisory Circular (AC) No. 107-002 Safety Management System Development Guide for Smaller Aviation Organizations: <https://www.tc.gc.ca/en/services/aviation/reference-centre/advisory-circulars/ac-107-002.html>

#### 2.0 SCOPE

##### 2.1 Background

As part of its mandate to deliver a youth program throughout Canada, the Department of National Defence (DND) as represented by the Commander National Cadet and Junior Canadian Rangers Support Group (Natl CJCR Sp Gp) has a requirement and the authority to deliver the Air Cadet Power Pilot Scholarship Training Program. The program has been in effect since 1946 and has provided approximately 250 training opportunities each year to obtain a Transport Canada "Private Pilot Licence - Aeroplane". Each year, Natl CJCR Sp Gp selects some of its top members of the Royal Canadian Air Cadets (hereafter called "Cadets") ages 17 to 18 years to undertake a "Private Pilot Licence - Aeroplane" course in accordance with Canadian Aviation Regulations (CARs), consisting of ground school instruction and flight training to Transport Canada Standards. Due to Air Cadet Summer availability, this training must be delivered within an intensive seven (7) week period.

#### 3.0 REQUIREMENTS

##### 3.1 Operator

3.1.1 The Flight Training Unit, the Supplier, must train selected Cadets and must ensure the necessary facilities, aircraft and personnel are provided to carry out such training in accordance with Canadian Aviation Regulations (CARs) and associated standards applicable to any Transport Canada Flight Training Unit. This includes :

- CAR 202 – Aircraft Marking and Registration
- CAR 405 – Flight Training
- CAR 406 – Flight Training Units
- CAR Standard 425 – Flight Training
- CAR Standard 426 – Flight Training Units
- CAR 571 – Maintenance
- CAR 573 – Approved Maintenance Organizations

- CAR 606 – Miscellaneous
- CAR Standard 625 – Aircraft Equipment and Maintenance Standards

### 3.1.2 Transport Canada Flight Training Unit Operator Certificate

The Supplier must maintain a valid Transport Canada Flight Training Unit Operator Certificate for the duration of all work, meaning the Supplier will comply with all applicable sections of the CARs. These requirements may be subject to verification by Canada's staff at any time during this work. Verification items and a self-audit tool for each Flight Training Unit Operator may be found within Transport Canada publication [TP 12862E – How to Start a Flight Training Unit, Second Edition](#).

3.1.3 In addition to all applicable CARs requirements, the Supplier must provide all items specified below.

### 3.2 Flight Training Unit Staff

3.2.1 The Supplier must identify a full time Flight Training Unit Manager as the main point of contact for all work.

3.2.2 The Supplier must identify a Flight Safety or Company Aviation Safety Officer for the duration of this work.

3.2.3 The Supplier must certify that the aircraft are dispatched in accordance with CAR 426.

### 3.3 Instructor Access To Cadets

#### 3.3.1 Police Record Check (PRC) and Vulnerable Sector Screening (VSS)

3.3.2 The Supplier must ensure that every employee who independently instructs Cadets must complete the PRC/VSS screening process. This screening must be completed by the Supplier's employee at their local police service and a copy of the completed certificate from the local police service must be provided to both DND's Project Authority and Supervisory Officer prior to any unsupervised access to any Cadet. In the case of any information discovered within the screening, information must be immediately provided to the DND Project Authority in order to ascertain the individual's suitability for employment with Cadets. Any refusal of the Supplier's employee to authorize or provide the screening request or any failure to accurately complete the required information must result in zero involvement with Cadet training.

3.3.3 The validity of the PRC/VSS for the purposes of the work is only for the period of the Cadet training. In a case where the Supplier's employee is either a Cadet Instructor Cadre Officer or a Civilian Instructor under a valid Civilian Instructor Contract within the Canadian Cadet Organization and providing the employee holds a current and valid PRC/VSS, then the PRC/VSS requirement is deemed to have been met once particulars are provided to the DND Project Authority.

3.3.4 In the case where a new instructor is hired during the period of the training, DND Project Authority must be informed immediately of the status of their PRC/VSS. The instructor will not be permitted unsupervised access to the Cadet until this verification is done. In case of hardship to the Supplier, the particulars are to be provided to Canada for further investigation and consideration.

3.3.5 PRC/VSS are not required for Supplier staff who perform duties while Cadets are under DND's supervision. PRC/VSS are not required for Supplier staff who perform maintenance, food service or similar activities where there is no unsupervised Cadet access.

3.3.6 Results from online record checks such as [myBackCheck.com](#)<sup>TM</sup> do not meet the intent of this requirement since the VSS component is missing and will therefore not be accepted.

### **3.4 Insurance**

3.4.1 The Supplier must ensure that each Flying School continuously carries a combined minimum liability insurance, as specified within this Contract's terms. The Supplier must immediately notify both the DND Supervisory Officer and Project Authority of any suspension or cancellation to its Flight Training Unit Operator Certificate, and must advise DND of any effect on the Cadet training delivery or a Flying School's required insurance coverages. This coverage must include Canada as represented by the Department of National Defence and The Air Cadet League of Canada as an additional insured, for the purposes of flights under this work.

### **4.0 FACILITY, AIRCRAFT, TRAINING EQUIPMENT & ADMINISTRATIVE SERVICES**

4.1 **General** The Supplier must provide all necessary facilities, aircraft, instructional tools, and training aids, plus all associated administrative services required for the successful delivery of this work.

#### **4.2 Classroom**

In addition to specifications within reference TP12862E, *How to Start a Flight Training Unit*, the Supplier must provide a classroom with chairs, desks or tables that provide a minimum of 0.372 m<sup>2</sup> (4 sq ft) per Cadet of well-lit working surface, with good ventilation, climate controlled and safe accessibility. The classroom must be equipped with chalk or whiteboards and a means of video or digital projection. Cadets must also be provided safe access to washrooms within 25 m (82 ft) of their classroom location.

### **5.0 CADET SPECIFIC CARE, RESPONSIBILITIES, AVAILABILITY & TRAINING**

#### **5.1 Additional Safety Requirements**

All training must be delivered in such a manner to assure that safety of the Cadets is first and foremost. To minimize risks to these youth under DND/CAF's care, safety requirements may differ from typical commercially available Private Pilot Licence training delivered to the general public. Further, as this Flight Training is being conducted on behalf of and paid for by Canada. The aircraft flown by or with Cadets are considered "military conveyances" for the purposes of Flight Safety, Aircraft Occurrence and Accident Investigation purposes.

For the Supplier, this means that whereas they would normally notify the Transportation Safety Board of Canada of any occurrence, they must now notify Canada's Directorate of Flight Safety by means of the designated (DND) Supervisory Officer or 1-888-WARN-DFS (1-888-927-6337) so that the requirements of the Aeronautics Act (R.S.C., 1985, c.A-2 Part II – Military Investigations Involving Civilians) may be carried out -- but ONLY for those flights involving Cadets. Work conducted under this program may also be subject to pending Military Airworthiness Investigation Regulations, specifically for occurrences involving civilians. For further information, please consult <http://www.gazette.gc.ca/rp-pr/p1/2018/2018-04-14/html/reg1-eng.html>.

To ensure reporting compliance, the Transportation Safety Board (Civil) and Directorate of Flight Safety (Military) have a working agreement that ensures they are copied on any civilian occurrence reported during this work.

To further assist the Supplier, Canada's Regional Cadet Air Operations Flight Safety Officer (RCA Ops FSO) will be available to better enable them to fully meet the requirements of this work.

##### **5.1.1 Flight Safety/Safety Management Program (SMS)**

5.1.1.1 The Supplier must have a Flight Safety/Safety Management System, and the Supplier must both comply with and participate in the Department of National Defence (DND)/Canadian Armed Forces (CAF) Flight Safety (FS) Program, as stated in A-GA-135-001/AA 001, "Flight Safety for the Canadian Forces".

This means the Supplier must have a SMS and that SMS must include all required training. Specifically, the Supplier's SMS must contain the following attributes:

1. SMS/FS Program that mirrors the CAF FS Program's goals and objectives and includes the appointment of a FS Manager or representative who will administer the program in consultation with Canada's RCA Ops FSO. The RCA Ops FSO will in turn establish an investigative processes for FS occurrences and a reporting mechanism in accordance with the guidelines established in the A-GA-135-001/AA-001, "Flight Safety for the Canadian Armed Forces". The Supplier SMS/FS Program must be made available for review at any time by the Directorate of Flight Safety;
2. A documented process to report and investigate any SMS/FS occurrences, incident or accident, in accordance with the guidelines and timelines established within the CAF FS Program;
3. A Crash Response Plan that is fully integrated with the Airport Plan;
4. The Supplier must, with two weeks' notice, allow DND /CF designated personnel to have full access to all relevant data, documentation and facilities, for the purpose of conducting a FS survey; and
5. The Supplier must conduct minimum weekly, a Flight Safety Briefing to Cadets and Instructors. Topical occurrences, incidences and local themes must be briefed along with any items provided by Canada's RCA Ops FSO.

5.1.1.2 Suppliers may establish a new SMS in support of this work or may verify that their SMS contain all required elements by consulting Transport Canada Advisory Circular (AC) No. 107-002 *Safety Management System Development Guide for Smaller Aviation Organizations* – Issued 2 Sep 2016, at <http://www.tc.gc.ca/en/services/aviation/reference-centre/advisory-circulars/ac-107-002.html>.

## 5.1.2 Aircraft Configuration

### 5.1.2.1 Aircraft Equipment

The Supplier's aircraft for Cadet use must be:

1. operated on 100 LL AVGAS Aviation Fuel;
2. equipped with Aviation Headsets;
3. equipped with push-to-talk microphones;
4. equipped with a Mode C aviation transponder; and
5. be of similar type and configuration i.e. a "harmonized fleet".

### 5.1.2.2 On Board Recording Devices (OBR)

If the Supplier's aircraft are OBR equipped, the following paragraphs must apply:

Usage of OBR is governed by the Canadian Transportation Accident Investigation and Safety Board Act (S.C. 1989, c.3) or CTAISB Act. An OBR is defined by relevant sections of the Act as a recording of voice communication originating from or received on or in the flight deck of an aircraft or a video recording of the activities of the operating personnel of an aircraft. A transcript or substantial summary of designated OBR data is also considered a designated OBR.

Since Canada's Privacy Act applies, Cadets must first be made aware of the possibility of being recorded and their Supervisor must consent to the use of any recording device. <http://laws-lois.justice.gc.ca/eng/acts/P-21/>

The CTAISB Act accords privilege to certain information, inclusive of OBR data. Therefore, unless specifically authorized by Canada in writing, the authority to download this information is retained by Airworthiness Investigative Authority (The Director of Flight Safety). Therefore, under the terms of this work, Canada reserves custody rights of all data contained in the Suppliers OBR. The Supplier must provide the original and any copies of the data and recording medium (if removable) to Canada upon request. Should the recording medium be retained by Canada, the Supplier will be reimbursed by Canada for the cost if not returned.

Should a Supplier not wish to provide OBR data, then the device must be disabled during any flight within the scope of this work.

### **5.1.2.3 Foreign Object Debris Program**

The Supplier must have a Foreign Object Debris (FOD) program in place for the ramp areas under the control of the Supplier.

### **5.1.2.4 Restriction of Cannabis Consumption**

In the interests of safety, Flight Instructors employed by the Supplier are required to refrain from any cannabis consumption for 28 days prior to any flight with Cadets, and therefore for the duration of this work. In the event Transport Canada announces a more restrictive policy for civilian commercial air services, the most restrictive policy will apply to this work.

## **5.2 SUPERVISION OF CADETS**

### **5.2.1 General**

5.2.1.1 DND will supervise all training services by means of their Regional Project Authority, Regional Cadet Air Operations Officers (RCA Ops O) and designated Supervisory Officers. DND remains responsible for the care, deportment, concurrent military training, transportation and recreation for all Cadets for the duration of the training.

5.2.1.2 Responsibility for this national training program is vested within each Cadet region -- Pacific, Northwest, Central, Eastern and Atlantic -- by means of DND's appointed RCA Ops O. The RCA Ops O has operational control of all Cadets flying within their respective regions and appoints a Supervisory Officer to each Supplier.

### **5.2.1.3 Cadet Rations & Quarters**

This is NOT a Supplier responsibility under this work, however accommodations for the Cadets needs to be available within 30 minutes of driving time at 0700 from the Supplier's Flying School.

### **5.2.2 Course Conduct**

5.2.2.1 The Supplier must ensure that Cadets' training is segregated from any other Private Pilot Licence students.

5.2.2.2 The Supplier must ensure that Cadets are not permitted to fly aircraft with passengers on board unless a flight instructor is designated at Pilot-in-Command and is occupying the normal instructor's seat of the aircraft. Even though some Cadets may be awarded a Private Pilot Licence prior to the course

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end-date, Cadets must not be permitted to fly with passengers, nor conduct mutual flying or night ratings while they remain under the care and custody of DND staff.

5.2.2.3 The Supplier's Chief Flight Instructor may recommend that the training of a Cadet ceases when, in their opinion, a Cadet lacks the necessary skills or aptitude. The following are also cause for "Cease Training" of a Cadet:

- failure to achieve an overall pass mark on the Transport Canada written examination at the initial writing;
- failure to achieve a pass mark on any previously failed section at the subsequent writing;
- failure to solo after fourteen (14) hours of dual instruction, although at the discretion of the Chief Flight Instructor, an additional two (2) hours of dual instruction prior to solo may be provided, in which case a written explanation of the action taken must be appended to the statistical training report;
- failure of a flight test that requires a complete re-test;
- repeated air sickness or loss of aviation medical category;
- misconduct as investigated and determined by the Supervisory Officer; or
- loss of Cadet status (e.g. enrolment in the Canadian Armed Forces).

5.2.2.4 The Chief Flight Instructor must provide immediate notification of "Cease Training" action to the both the DND Supervisory Officer and the Flight Training Unit Manager. A written explanation of the reason for "Cease Training" action must be provided to the Supervisory Officer, who will in turn forward the report to the RCA Ops O, who has final determination in each case. In no case will a Chief Flight Instructor be required to return any Cadet to the same location where they had previously been recommended for "Cease Training".

### **5.3 Cadet Training Plan Constraints**

5.3.1 The Supplier must ensure that all training courses conducted meet the minimum standards of CAR 426, meet or exceed all other constraints described within and must be completed within a seven (7) week period prior to the end of August each year, in order to necessarily fit in to the summer holiday or school break for the Cadets. This is manageable with careful planning, and by applying the schedule constraints below.

#### **5.3.2 Ground School**

5.3.2.1 Operator, Standard Delivery: The Cadets must be provided with not less than forty-five (45) hours of ground school and preparatory ground instruction, as required by Transport Canada. Should the Cadet require extra tutoring or assistance, the Supplier must also provide this to the Cadet.

5.3.2.2 The Supplier must conduct the Transport Canada Private Pilot written examination no earlier than the fourth week of the course; the results of any examination or rewrite must be available no later than Thursday of the sixth week of the course, to provide ample opportunity for re-training prior to re-writing.

#### **5.3.3 Daily/Weekly Schedule**

5.3.3.1 The Suppliers' Cadet training schedule must allow the following:

- one free day in each week for each Cadet;

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- maximum twelve-hour (12) duty days, beginning when a Cadet reports for duty at airport and ending no later than twenty-one hundred (2100) hours. Periods of rest acquired during the Duty Day must not be considered rest for the purposes of either extending the computed length of the duty day or reducing the length of the Crew Rest period. Crew Rest should be a minimum of 12 hours. Duty Day may be extended to 14 hours at the discretion of the RCA Ops O. Following any crew day exceeding 14 hours, a minimum of 14 hours Crew Rest should be permitted. DND, through its appointed Supervisory Officers may declare a reduced Crew Rest period provided that at least eight hours of uninterrupted rest is assured;
  - observance of religious duties; and
  - a reasonable number of bad weather days for the Supplier's geographical location.

### **5.3.4 Minimum Flying Training Hours**

The average Flying Time must not be less than forty-eight (48) hours flying time, as defined by Transport Canada, for each Cadet trained. Extended ground taxi times, in excess of 0.2 hours, must be avoided as much as practicable and commensurate with the training program and safe operation of the aircraft.

### **5.3.5 Aircraft to Cadet Ratio**

To assure sufficient training resources are available, aircraft must be assigned at no more than four (4) Cadets per aircraft. One spare aircraft, either owned or leased, must be available and details of any leasing arrangement must be provided to Canada as assurance of its availability.

### **5.3.6 Airspace**

The Cadet Training Plan should not plan for more than six (6) Supplier aircraft in the aerodrome circuit at any one time and no more than eight (8) Supplier aircraft (in any mission configuration) airborne at any one time.

The Supplier's training area for the Cadets should have a commuting time to their practice area of 0.2 hours or less. If this is not achievable, the Supplier must identify an effective means to utilize that transit time for the Cadet training. If there are more than one FTU located on the airfield where training takes place, the Supplier must coordinate usage of the training areas to enhance safety and awareness.

### **5.3.7 Flying Training Devices**

Should the Supplier intend to use Flying Training Devices in support of this work, those devices, certified to Transport Canada Level 2 or higher, may only be used for up to three (3) hours of the required dual flying time.

### **5.3.8 Cadet to Instructor Ratio**

To ensure quality of training, Instructors must be assigned at a ratio of maximum four (4) Cadets to one (1) instructor. Instructors must be supervised by a qualified full time Chief Flying Instructor (CFI).

## **5.4 Training Aids & Equipment**

5.4.1 Flight Planning Area. The Supplier must provide a flight planning area complete with an internet capable computer available for Cadets' usage for flight planning and weather information, and a telephone for flight information and planning. Wi-Fi access for Cadets should be provided in aid of this requirement.

5.4.2 At the Supplier's expense, each Cadet must be provided with most recent versions of:

- One (1) Pilot Operating Handbook (POH) for the appropriate aircraft

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- One (1) Transport Canada Aeronautical Information Manual (AIM) TP 14371 (electronic copy is acceptable, provided via Wi-Fi or computer access to the Cadet)
  - One (1) Transport Canada Approved Pilot Training Record (PTR), if required
  - One Aircraft Ground School Book, if required
  - Two aeronautical charts of the applicable flying training areas as determined by the FTU operator.

5.4.3 DND will provide each Cadet with:

- One (1) copy of the textbook *From the Ground Up* or *Entre Ciel et Terre* as applicable
- One (1) air navigation computer
- One (1) pilot log book
- One (1) Douglas protractor
- One (1) Navigation Scale Ruler (straight edge)
- One (1) current issue of the Canada Flight Supplement (CFS) GPH 205

5.4.4 Each Cadet will arrive with funds in the amounts specified within CARs Schedule IV (Sections 104.01 and 104.02 and subsection 104.07(1):

- to cover Transport Canada Licencing and Examination Fees, respectively. These fees are currently \$55.00 and \$105.00 respectively. Cadets must not be obligated to pay any other fees to the Supplier.

5.4.5 No Cadet must be obliged to rent or purchase any other training aids, equipment, and membership.

## 5.5 Administrative Services

5.5.1 The Supplier must provide each Cadet with all administrative services relating to the course of their studies and to facilitate the processing of licence applications. This includes access to Transport Canada testing facilities or computers, signing of the student pilot permit, Aviation Language Proficiency Demonstrations and Industry Canada Restricted Operator Certificate with Aeronautical Qualification (ROC-A) licencing.

5.5.2 The Supplier must provide DND with full access to all Cadet training files inclusive of examination marks, flight test results and pilot training records for the purpose of producing training reports and establishing the standing of each Cadet for grading and awards.

5.5.3 The Supplier must ensure that a Pilot Training Record (PTR) is completed for each Cadet in accordance with, at minimum, all elements found below, which meets or exceeds CAR 425.33.

5.5.4 At training completion, the Supplier must complete the Cadet Statistical Training Report form at Appendix A, ensure it is signed by both the Suppliers' representative and DND's supervisory officer, and submit with final invoice for payment. No further distribution is permitted.

5.5.5 The Supplier's price must include the processing of all licence applications and any professional services of Pilot Examiners and Language Testers.

## 5.6 Air Cadet Pilot Training Record

5.6.1 Pilot Training Records (PTR) are a key tool in the assessment of student performance and flight safety. In addition to the requirements outlined in Canadian Aviation Regulations Standard 425.33, each contracted Flying School must ensure that all information contained in the Pilot Training Record (PTR) is up to date and accurately reflects the progress of each Cadet's flight training. Therefore, the Flight Instructor must ensure the following:

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- PTR entries must be completed at the termination of individual training flights, but in all instances must be completed within 24 hours of the termination of the training flight unless special approval is secured from both the Chief Flying Instructor and the DND Supervisory Officer.
  - Flight Instructors must provide sufficient written summary of the Cadet's progress to enable continuity of training by any flight instructor or examiner, assessment of performance by DND staff and assessment of training by flight safety investigation staff where applicable.
  - For solo training flights, the Cadet is required to make a similar entry to that identified in the above paragraph.
  - Comments at a minimum must contain the following three elements:
    - o General description of the flight and overall achievement. As the individual exercises are already listed in the PTR table entry, they do not need to be described unless required for clarity.
    - o Areas of improvement for the Cadet.
    - o Action plan for correction of Cadet performance covering all areas identified above.
  - Any Preparatory Ground School instruction provided should also be reflected in the PTR as applicable.

5.6.2 The PTR comments must be regularly reviewed with each Cadet as a component of each Pre-flight briefing. This assures that each Cadet knows exactly what is expected for each flight and will aid in better performance.

5.6.3 Each PTR must be available for review at any time by DND's Supervisory Officers as required.

## **6.0 INTELLECTUAL PROPERTY RIGHTS**

Canada reserves the right to retain any and all intellectual property rights arising from this work.



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**ANNEX "B"**

**BASIS OF PAYMENT**

1. For each Air Cadet who completes the prescribed Private Pilot course, the Contractor will be paid the firm ceiling price provided that:

- 1.1 the average number of flying hours provided is not less than forty-eight (48) hours per Air Cadet, and
- 1.2 each Air Cadet's total flying hours is not less than forty-five (45) hours.

2. If an Air Cadet has completed the prescribed course but the Flying School provided less than an average of forty-eight (48) flying hours or if an Air Cadet failed to complete the course for any reason, the Flying School will be paid on an hourly rate, as follows:

(~~X~~ x Actual # (max 45) hours ground school) - (CAD, taxes excluded) per Student.

**PLUS**

(Y x Actual # (max 48) of flying hours of instruction) - (CAD, taxes excluded) per Student.

**LESS**

Any amount paid under Milestone #1 for specific Air Cadet.

**3. Milestone Payment Schedule**

3.1 Milestone # 1 Ground School Completion.

Firm Rate ~~X~~ x 45 hours of ground school training = \$ (TBA). (CAD, taxes excluded) per Student.

Substantiation: Signed interim Training Report with Names of Students and # of hours of Ground School completed.

**Due** not later than week 4 of 7 of the training.

3.2 Milestone # 2 Flight Training Services, Final Invoice.

Balance of up to Firm Ceiling Rate for each Cadet i.e.

Firm Ceiling Rate per Cadet OR Rate as Calculated according to per para 2 above

LESS Milestone #1 paid for each Cadet.

Substantiation: Air Cadets' Statistical Training Report, completed and signed, identical to Appendix A of Annex A Statement of Work.

**Due** not later than 30 days after completion of each training period.

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**ANNEX "C"**

**INSURANCE REQUIREMENTS**

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 and the Air Cadet League of Canada are 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, and The Air Cadet League of 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.

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- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) 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.

Solicitation No. - N° de l'invitation  
W8561-190033/B  
Client Ref. No. - N° de réf. du client  
W8561-190033

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Is100.W8561-190033

Buyer ID - Id de l'acheteur  
Is100  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "D"**

**ATTACHMENTS**

**ATTACHMENT 1 TO PART 3**

**Technical Proposal**

Attachment 1 to part 3 - technical bid

**ATTACHMENT 2 TO PART 3**

**Pricing Schedule**

Attachment 2 to part 3 - Pricing Schedule.xls

**ATTACHMENT 3 TO PART 3**

**Certifications prior to contract award**

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

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**ANNEX "E"**

**HISTORICAL DATA**

<b>Regional Cadet Support Unit</b>	<b>2016 Cadets</b>	<b>2017 Cadets</b>	<b>2018 Cadets</b>
PACIFIC (BC)	37	37	28
NORTH-WEST (AB, MN, SK, NWT, YT, NT, NU)	47	47	40
CENTRAL (ON)	80	80	38
EASTERN (QC)	53	53	60
ATLANTIC (NB, NS, PEI, NL)	28	28	28
TOTAL	245	245	194

NOTE : HISTORICAL DATA IS PROVIDED STRICTLY FOR INFORMATION PURPOSES AND CANNOT BE CONSIDERED AS AN OBLIGATION IN ANY WAY BY CANADA.

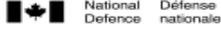
Solicitation No. - N° de l'invitation  
**W8561-190033/B**  
 Client Ref. No. - N° de réf. du client  
**W8561-190033**

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
**Is100.W8561-190033**

Buyer ID - Id de l'acheteur  
**Is100**  
 CCC No./N° CCC - FMS No./N° VME

**ANNEX "F"**

**DND 626 TASK AUTHORIZATION FORM**



**TASK AUTHORIZATION  
 AUTORISATION DES TÂCHES**

<p>All invoices/progress claims must show the reference Contract and Task numbers.          Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</p>		Contract no. - N° du contrat
		Task no. - N° de la tâche
Amendment no. - N° de la modification	Increase/Decrease - Augmentation/Réduction	Previous value - Valeur précédente
To - A	<p><b>TO THE CONTRACTOR</b></p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p><b>À L'ENTREPRENEUR</b></p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location - Expédiez à		
Delivery/Completion date - Date de livraison/d'achèvement	<p>_____ Date _____ for the Department of National Defence          pour le ministère de la Défense nationale</p>	
Contract item no. N° d'article du contrat	Services	Cost Prix
		<b>GST/HST TPS/TVH</b>
		<b>Total</b>
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.  <b>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>		
<p>_____ for the Department of Public Works and Government Services          pour le ministère des Travaux publics et services gouvernementaux</p>		