



**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> Charter Trasp CF-18	
<b>Solicitation No. - N° de l'invitation</b> W8475-205420/A	<b>Date</b> 2020-06-10
<b>Client Reference No. - N° de référence du client</b> W8475-205420	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$LS-100-78806	
<b>File No. - N° de dossier</b> Is100.W8475-205420	<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 2020-07-03</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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 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 and the Insurance Requirements.

### **1.2 Summary**

#### Requirement

- 1.2.1 The Department of National Defence (DND) requires the supply of commercial air transportation services to transport twelve (12) F/A-18 A/B Hornet aircraft (F/A-18) and up to seven (7) optional F/A-18 aircraft for a total of up to nineteen (19) F/A-18 aircraft, including components and equipment, from Australia to their required delivery point in Canada.

The F/A-18, components and equipment will be loaded onto a Commercial Transport aircraft (Commercial Transport) at RAAF Base Williamtown, Newcastle (NTL), New South Wales, Australia and will be transported to and unloaded at Mirabel (YMX), Mirabel, Quebec, Canada.

#### Trade Agreements

- 1.2.2 The provisions of the Canadian Free Trade Agreement (CFTA) apply to this procurement.

This procurement is excluded from the North American Free Trade Agreement (NAFTA) under Annex 1001.1b-2 Class V, and it is not subject to the Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and the World Trade Organization - Agreement on Government Procurement (WTO-AGP).

#### Canadian Content

- 1.2.3 This procurement is subject to a preference for Canadian services.

### Controlled Goods

- 1.2.4 This procurement is subject to the Controlled Goods Program. The Defence Production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

### Employment Equity

- 1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, and Part 7 - Resulting Contract Clauses.

### Epost

- 1.2.6 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.

### **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 fifteen (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) (<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](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **2.1.1 SACC Manual Clauses**

[A9130T](#) (2019-11-28) Controlled Goods Program

### **2.2 Submission of Bids**

2.2.1 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.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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.

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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.

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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 from all features of the interactive forms.

If the Bidder chooses to submit its bid electronically using the epost Connect service provided by Canada Post Corporation for bid submission, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 Bid 1 hard copy and 1 electronic copy on USB.

Section II: Financial Bid 1 hard copy and 1 electronic copy on USB.

Section III: Certifications 1 hard copy and 1 electronic copy on USB.

Section IV: Additional Information 1 hard copy and 1 electronic copy on USB.

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**

Bidders must submit their technical bid in accordance with Attachment 1 to Part 3 – Technical Bid.

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings.

### **Section II: Financial Bid**

- 3.1.1** Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 2 to Part 3 – Pricing Schedule. The total amount of Applicable Taxes must be shown separately.

When preparing their financial bid (Attachment 2 to Part 3 – Pricing Schedule), Bidders should review Annex B - Basis of Payment and Part 4 – Evaluation procedures and Basis of selection, section 4.1.2 Financial evaluation.

#### **3.1.2 Exchange Rate Fluctuation Risk Mitigation**

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5 in accordance with 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.

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## **ATTACHMENT 1 to PART 3**

### **TECHNICAL BID**

See attached PDF Form - Attachment 1 to Part 3 - Technical Bid.pdf

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## **ATTACHMENT 2 to PART 3**

### **PRICING SCHEDULE**

See attached PDF Form - Attachment 2 to Part 3 - Pricing schedule.pdf

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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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **4.1.1 Technical Evaluation**

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

Refer to Attachment 1 to Part 3 – Technical Bid.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes excluded, in accordance with the Pricing Schedule detailed in Attachment 2 to Part 3 – Pricing Schedule.

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

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

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

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

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

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

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

Bidders must submit the required certifications by completing the PDF fillable form in Attachment 3 to Part 3 – Certifications.

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

### **6.1 Financial Capability**

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 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**

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 contract award date to December 31<sup>st</sup> 2021 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 one (1) additional one (1) year period 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:

Name: Alfred Ogbumor  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Traffic Management Directorate  
Address: 140 O'Connor, Street, Ottawa, Ontario, Canada, K1A 0R5

Telephone: 343-550-1645

Solicitation No. - N° de l'invitation  
W8475-205420/A  
Client Ref. No. - N° de réf. du client  
W8475-205420

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Is100.W8475-205420

Buyer ID - Id de l'acheteur  
LS100  
CCC No./N° CCC - FMS No./N° VME

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E-mail address: alfred.ogbumor@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 Project Authority**

The Project Authority for the Contract is:

(The Project Authority will be identified at Contract award)

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

### **7.5.3 Technical Authority**

The Technical Authority for the Contract is:

(The technical Authority will be identified at Contract award)

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

### **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**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" Basis of Payment.

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

### **7.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract, inclusive of any revisions, must not exceed \$ \_\_\_\_\_ (*amount will be inserted at contract award*). Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a) when it is 75% committed, or
  - b) four months before the contract expiry date, or
  - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### **7.7.3 Method of Payment**

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

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

### **7.7.4 SACC Manual Clauses**

A9117C (2007-11-30), T1204 – Direct Request by Customer Department  
C3015C (2017-08-17), Exchange rate fluctuation adjustment

### **7.7.5 Discretionary Audit**

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

### **7.8 Invoicing Instructions**

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

Department of National Defense  
Department of National Defense HQ  
ADM (Mat)/DGAEPM  
101 Colonel By Drive  
Ottawa, Ontario  
K1A 0K2

ATT: DAP 5-4-4
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

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

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

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

### **7.9.3 Canadian Content Certification**

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to 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 \_\_\_\_\_ (*inserted at contract award*) 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; and
- (f) the Contractor's bid dated \_\_\_\_\_

### 7.12 Defence Contract

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

### 7.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

### 7.14 Controlled Goods Program

[A9131C](#) (2014-11-27), Controlled Goods Program  
[B4060C](#) (2011-05-16), Controlled Goods

### 7.15 SACC Manual Clauses

[A0038C](#) (2006-06-16), Air Transportation  
[A4032C](#) (2006-06-16), Safety Briefing  
[B4030C](#) (2006-06-16), Aircrew Requirements – Fixed Wing Aircraft  
[D5324C](#) (2007-11-30), Inspection

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**ANNEX "A"**

**CHARTERED SERVICE FOR SHIPMENT OF LARGE CARGO**

**STATEMENT OF WORK (SOW)**

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LIST OF APPENDICES:

- Appendix 1: Aircraft Technical Data**
- Appendix 2: Removed Parts and Cargo Specifications**
- Appendix 3: Transportation Request Form**
- Appendix 4: Data Item Description 01 – Detailed Load Plan**
- Appendix 5: Data Item Description 02 – Aircraft Pavement Concession Form**

## 1 SCOPE

### 1.1 Objective

The Department of National Defence (DND) requires the supply of commercial air transportation services to transport twelve (12) F/A-18 A/B Hornet aircraft (F/A-18) and options for up to seven (7) additional F/A-18 aircraft for a total of up to nineteen (19) F/A-18 aircraft, including components and equipment, from Australia to their required delivery point in Canada.

### 1.2 List of Acronyms

Table 1 – List of Acronyms

Acronyms	Description
APOD	Airport of Debarkation
APOE	Airport of Embarkation
CA	Contract Authority
DG	Dangerous Goods
DID	Data Item Description
DND	Department of National Defence
ICAO	International Civil Aviation Organization
IFCP	Interim Fighter Capability Project
PAV	Prime Aerial Vehicle
POC	Point of Contact
RAAF	Royal Australian Air Force
RCAF	Royal Canadian Air Force
SOW	Statement of Work
TA	Technical Authority
TR	Transportation Request

### 1.3 Terminology

- 1.3.1 Airport of Debarkation (APOD) – the APOD has been designated as Mirabel (YMX), Quebec, Canada, where the cargo will be unloaded.
- 1.3.2 Airport of Embarkation (APOE) – the APOE has been designated as RAAF Base Williamtown, Newcastle (NTL), New South Wales, Australia, where the cargo will be loaded.
- 1.3.3 Cargo – the disassembled F/A-18 A/B Hornet aircraft, including its crated components and other equipment specified by Canada in the cargo manifest.
- 1.3.4 Commercial (Air) Transport – the aircraft designated for the transport of cargo.
- 1.3.5 Days – days are calendar days unless otherwise specified.
- 1.3.6 In Writing – responses “in writing” includes written correspondence or e-mail.
- 1.3.7 Loading – the activities to secure the F/A-18 Hornet and cargo into the transport aircraft.
- 1.3.8 The Contractor – the party who has accepted the contract to provide materials or labour to perform the services dictated in this Statement of Work (SOW).

## 2 APPLICABLE DOCUMENTS

### 2.1 References

- 2.1.1 Where mentioned, the following standards must be used for the preparation of deliverables to the extent specified in this SOW:

Table 2 – List of Applicable References

Title	Reference
Consolidated Transportation of Dangerous Goods Regulations incl. Amendment SOR/2019-101, Transport Canada	<a href="https://www.tc.gc.ca/documents/SOR_2019-101.pdf">https://www.tc.gc.ca/documents/SOR_2019-101.pdf</a>
The Safe Transport of Dangerous Goods by Air, Annex 18, International Civil Aviation Organization	<a href="https://www.icao.int/safety/DangerousGoods/Pages/annex-18.aspx">https://www.icao.int/safety/DangerousGoods/Pages/annex-18.aspx</a>
DND Ammunition and Explosives Safety Manual, Volume 3	<a href="#">C-09-005-003/TS-000 (Available upon request)</a>

**3 REQUIREMENTS**

**3.1 General Requirements**

- 3.1.1 The Contractor must transport by air twelve (12) F/A-18 aircraft and up to seven (7) optional F/A-18 aircraft for a total of up to nineteen (19) F/A-18 aircraft, including components and equipment, from RAAF Base Williamtown, Newcastle (NTL), New South Wales, Australia to Mirabel (YMX), Quebec, Canada.
- 3.1.2 The Contractor must develop and execute an appropriate methodology for loading and securing the F/A-18 onto a Commercial (Air) Transport aircraft that takes into account an approved F/A-18 disassembled configuration and the stress limitations of the F/A-18 (as per Appendix 1)
- 3.1.3 The Contractor must develop and execute an appropriate methodology for unloading the F/A-18 from the Commercial (Air) Transport aircraft.
- 3.1.4 The Contractor must transport a minimum of one (1) F/A-18 aircraft and Cargo per transportation.
- 3.1.5 DND reserves the right to use the maximum weight and volume of the proposed aircraft at no extra cost.

**3.2 Tasks**

**3.2.1 General**

- 3.2.1.1 The Contractor must coordinate with the appropriate local civil airport authorities for runway clearances and airport access en-route to the APOE, and at the APOD.
- 3.2.1.2 The Contractor must coordinate with the appropriate DND authorities at RAAF Base Williamtown/Newcastle Airport (NTL), NSW, Australia, for ramp clearances, access to the airport, and load/unload events.
- 3.2.1.3 If the Contractor requires the use of any contractor unique equipment during the loading or unloading, it must ensure that its personnel are qualified and authorized to operate the Contractor's equipment. See 3.2.2.4 for common equipment Canada and/or Australia will have available to use during loading and unloading.
- 3.2.1.4 The Contractor is responsible for all customs and clearances for its personnel and equipment.
- 3.2.1.5 The Contractor must provide a minimum of twenty-four (24) hours advance notice, by e-mail, of the anticipated date and time of the Commercial (Air) Transport's arrival at the APOE and APOD to the Designated Canadian Government Representatives (IFCP Production Officer, IFCP Detachment Commander, Contract Authority and Technical Authority).

- 3.2.1.6 The Contractor must immediately advise, by e-mail, the Designated Canadian Government Representatives (IFCP Production Officer, IFCP Detachment Commander, Contract Authority and Technical Authority) of any delays to the anticipated arrival time.
- 3.2.1.7 The Contractor may be required to transport Class 1.31C, 1.4C, 1.4D, and 1.4S low yield explosive devices and follow the guidance laid out by the National Defence Ammunition and Explosives Safety Manual, Volume 3, Part 5, Section 1.
- 3.2.2 Loading:** Tasks must include the following in Australia:
- 3.2.2.1 Directing DND and Australian personnel on how to load the F/A-18, components and equipment onto the Commercial (Air) Transport at the APOE;
- 3.2.2.2 Providing all activities to secure and tie down the F/A-18, components and equipment onboard the Commercial (Air) Transport as per the approved Detailed Aircraft Loading Plan (DID-01);
- 3.2.2.3 Inspection of the F/A-18 to ensure that it is secured in accordance with the Detailed Aircraft Loading Plan (DID-01) will be carried out by DND representatives who will be present for the loading.
- 3.2.2.4 The Contractor must identify all equipment required to load the F/A-18 and Cargo onto the Commercial (Air) Transport aircraft in their Detailed Aircraft Loading Plan (DID-01). DND will provide F/A-18 specific (tow bars, nitrogen cart) and common loading equipment (K-loader, forklift) required to load the F/A-18 and Cargo onto the Commercial (Air) Transport aircraft. The Contractor must provide all common equipment/material, such as chains, dunnage and pallets, required to secure the F/A-18 and Cargo for transportation in accordance with the approved Detailed Aircraft Load Plan (DID-01).
- 3.2.2.5 The Cargo includes the aircraft (either assembled or disassembled) and the associated removed parts if disassembled, which are required to be transported at the same time. The aircraft will be disassembled by Canada to meet the Contractor's loading requirements as detailed in the approved Detailed Aircraft Load Plan (DID-01).
- 3.2.3 Transportation:** Tasks must include the following:
- 3.2.3.1 The Contractor must allow for up to four (4) DND escorts to board the Commercial (Air) Transport in order to accompany the F/A-18 and Cargo from the APOE to the APOD.
- 3.2.3.2 The Contractor must provide the DND escorts with appropriate seating, access to on-board washrooms and on-board meal entitlements equivalent to or better than what is provided to the commercial transport crew for the duration of the transportation.
- 3.2.3.3 The Contractor must ensure the DND escorts are kept informed of the flight plan and of any changes that may occur.
- 3.2.3.4 The Contractor must provide Canada with a main Point of Contact (POC) for liaison. This individual will be available between 1300 hrs and 2100 hrs GMT for routine business.
- 3.2.3.5 The Contractor must provide Canada with an emergency POC, who is available twenty-four (24) hours a day, during the transportation of the F/A-18 and Cargo. The emergency POC must be available as of forty-eight (48) hours prior to the agreed to loading date at the APOE until the Cargo has been unloaded at the APOD.
- 3.2.3.6 The Contractor must inform Canada in writing if the main POC or the emergency POC changes within seventy-two (72) hours of the change.
- 3.2.4 Unloading:** Tasks must include the following in Mirabel:
- 3.2.4.1 Removing all securing and tie down shackles used onboard the Commercial (Air) Transport.
- 3.2.4.2 Directing DND and PAV Contractor (L3 Harris) personnel on how to unload the F/A-18, components and equipment from the Commercial (Air) Transport at the APOD.

- 3.2.4.3 Canada will provide airfield tooling and Ground Support Equipment including a tow bar, K-loader, forklift, and nitrogen carts required to unload the F/A-18 and Cargo from the Commercial (Air) Transport.
- 3.2.4.4 Facilitate the visual inspection of the F/A-18 and Cargo for damage. The inspection will be completed by DND and the PAV Contractor (L3Harris).
- 3.2.4.5 Two (2) days following the unloading, the Contractor, the Technical (TA) Authority, and any other DND required staff will meet (in-person or virtually) to review all deficiencies noted from the scope of work, namely the deficiencies noted from the point of loading and securing of the F/A-18 and Cargo onto the Commercial (Air) Transport to the point of unloading at YMX.

#### 4 Deliverables and Acceptance Criteria

##### 4.1 General

- 4.1.1 The Contractor must provide electronic copies of DID's by e-mail to the Technical Authority and to the Contracting Authority, in the Contractor's format.
- 4.1.2 Acceptance ensures that each deliverable has been produced and verified in accordance with all the requirements of the Contract.

Table 3 – Deliverables

Item	Item Description	Delivery Date	Delivery Location	Delivery Method
1	A copy of the Detailed Aircraft Load Plan IAW DID-01	21 days after contract award	TA / CA	E-mail
2	A copy of the completed Aircraft Pavement Concession Request Form IAW DID-02 for each proposed Commercial Transport type	14 days after contract award	TA / CA	E-mail
3	Contractor's Points of Contact	14 days after contract award	TA / CA	E-mail
4	Acknowledgement of Receipt of the TR Form	2 days after receipt of TR	TA / CA	E-mail
5	The completed TR Form	10 days after receipt of TR	TA / CA	E-mail
6	Expected Time of Arrival at the APOE and APOD	24 hours prior to arrival or earlier	Production Officer, Det Comd, DND Escort	E-mail

##### 4.2 Detailed Aircraft Load Plan (DID-01)

- 4.2.1 The Contractor must submit to Canada a Detailed Aircraft Load Plan in accordance with DID-01 within twenty-one (21) days after contract award.
- 4.2.2 The Detailed Aircraft Load Plan (DID-01) must take into consideration the aircraft specific information as detailed in Appendices 1 to 3, with all removed packaged parts as per Appendix 2 - List of Removed Parts to be shipped with the disassembled aircraft.
- 4.2.3 Canada will review the Detailed Aircraft Load Plan for approval within fourteen (14) calendar days of receipt and upon completion of its assessment Canada will either provide the Contractor with:
- Written acceptance of the Detailed Aircraft Load Plan; or
  - A notice of refusal of the Detailed Aircraft Load Plan, specifying the grounds for refusal and the corrective action(s) needed.
- 4.2.4 If Canada gives the Contractor a notice of refusal, the Contractor must take corrective action(s) as soon as possible but no later than ten (10) days after receipt of the notice, at no cost to

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Canada, to remove the grounds for the refusal. Canada will conduct re-assessment as is necessary to ensure that the grounds for refusal are removed.

#### **4.3 Aircraft Pavement Concession Request Form (DID-02)**

4.3.1 The Contractor must complete an Aircraft Pavement Concession Request Form (DID-02) for each proposed Commercial (Air) Transport type and must submit it to Canada for approval within fourteen (14) days after contract award. Canada will submit the form to the RAAF on behalf of the Contractor.

#### **4.4 Transportation Request (TR) Form**

4.4.1 The Contractor must complete Part 2 of the Transportation Request (TR) form for each transportation:

- 4.4.1.1 Canada will provide a TR form to the Contractor a minimum of thirty (30) days prior to the preferred transportation date;
- 4.4.1.2 The Contractor must acknowledge receipt of the TR form to both the CA and TA in writing no later than two (2) days after its receipt;
- 4.4.1.3 The Contractor must submit a completed TR form to Canada within ten (10) days after its receipt. The Contractor may propose a range of transportation dates in the TR response, however these transportation dates cannot occur earlier than Canada's requested date and they cannot exceed thirty (30) days after the requested date;
- 4.4.1.4 Canada will either approve or provide an amendment of the TR to the Contractor within ten (10) days of the Contractor's submission.
- 4.4.1.5 The Contractor must include a proposed flight plan in the TR form. The Contractor may propose changes to the flight plan up to seventy-two (72) hours prior to the beginning of the transportation. Proposed changes must be submitted to Canada in writing for approval.

#### **5 Constraints**

- 5.1 The Contractor must use the most direct route between the APOE and the APOD.
- 5.2 The Contractor is responsible for all Port of Entry requirements.
- 5.3 The Contractor must ensure that the Commercial (Air) Transport will arrive at the APOE and be able to conduct the loading activities within the hours of operation, 0700 hrs to 1800 hrs (local), Monday to Thursday, holidays excluded. The estimated loading time per F/A-18 and Cargo is four (4) hours. No overnight stays at the APOE will be authorized.
- 5.4 The Contractor must ensure that the Commercial (Air) Transport has sufficient fuel for every step of the transportation. No bulk commercial fuel is available for purchase at the APOE.
- 5.5 The Contractor must allow Canadian personnel unrestricted access to the Cargo for the entire duration that the Cargo is loaded onto the Commercial (Air) Transport. The Contractor is not authorized to unload the Cargo prior to arrival at the APOD unless having obtained prior approval from Canada.
- 5.6 Canada reserves the right to determine the amount of Cargo to be transported on each transportation, up to the maximum amount proposed by the Contractor.
- 5.7 Canada reserves the right to restrict or amend the Contractor's proposed flight plan to ensure the safety and security of Canadian personnel and Cargo.
- 5.8 Canada also reserves the right, through the TR, to nominate alternate cities for APOE and APOD. However the locations of the APOE and APOD will remain within the identified countries of Australia and Canada respectively.

- 5.9 The Contractor will comply with and respond to any investigations into security concerns or violations.
- 5.10 The Contractor will only be authorized to carry Canadian Cargo and personnel when transiting from the APOE to the APOD.

## **6 Support Provided By Canada**

- 6.1 Canada will coordinate with the RAAF, on behalf of the Contractor, to palletize and prepare the Cargo and provide access to airfield General Service Equipment and tooling at the APOE.
- 6.2 Canada will coordinate the approval of the Aircraft Pavement Concession Request Form with local Australian Authorities.
- 6.3 Canada will provide on-site technical expertise and conduct any work on the F/A-18 to support the Contractor's Detailed Aircraft Load Plan.
- 6.4 Canada will pack all materiel prior to loading and provide Cargo weight and dimensions to the Contractor up to the proposed Commercial (Air) Transport aircraft capacity seven (7) days prior to departure.
- 6.5 Canada will pack and mark all Dangerous Goods (DG) Cargo as per the Transport Canada "Transportation of Dangerous Goods Regulations" and International Civil Aviation Organization (ICAO) Dangerous Goods Regulations.
- 6.6 The Cargo Load List for DG will be provided by Canada to the Contractor seven (7) days prior to each departure. All aircraft fuel tanks will be completely drained and inhibited with Grade 1010 preservation oil by Australia.
- 6.7 The on-site Canadian Representative will provide the final load manifest to the Contractor during the loading of the Commercial (Air) Transport aircraft.
- 6.8 Canada will conduct a count and an exterior condition inspection of the Cargo against the load manifest during the aircraft load and unload activities.
- 6.9 Canada will transport the Cargo within the vicinity of the Commercial (Air) Transport at the APOE and will accept the Cargo at the APOD once the Cargo has been unloaded and inspected by Canada.
- 6.10 The Contractor is responsible for securing the F/A-18 and Cargo in their aircraft, and for directing Australian and DND personnel on how it will be loaded. Canada and Australia will load/unload the aircraft in accordance with the contractor's direction. Australia will provide and operate any ground loading/unloading equipment at the APOE, and Canada will provide the same support at the APOD as agreed upon within the Detailed Aircraft Loading Plan (DID-01).
- 6.11 Canada will be responsible for customs and immigration requirements for DND escorts accompanying the Commercial (Air) Transport. Details on DND personnel will be provided to the Contractor seven (7) days prior to departure.
- 6.12 Canada will be responsible for providing the Shipper's Declaration for Dangerous Goods form (DND 699) and Waybill Straight Bill of Lading (DND 750) to the Contractor as required.

## **7 Schedule**

- 7.1 The F/A-18 A/B Hornet Aircraft are expected to be available for air transportation in accordance with Table 4, however exact dates of the transportation will be at Canada's discretion.

Table 4 – Forecasted Aircraft Availability

Period		# of Aircraft to be Transported
2020	Q1	-
	Q2	-
	Q3	4
	Q4	2
2021	Q1	2
	Q2	2
	Q3	2 + 2 (optional)
	Q4	3 (optional)
2022 <sup>1</sup>	Q1	2 (optional)
	Q2	-
	Q3	-
	Q4	-

Solicitation No. - N° de l'invitation  
W8475-205420/A  
Client Ref. No. - N° de réf. du client  
W8475-205420

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Is100.W8475-205420

Buyer ID - Id de l'acheteur  
LS100  
CCC No./N° CCC - FMS No./N° VME

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## **APPENDIX 1 TO ANNEX A**

### **Aircraft Technical Data**

#### **F/A-18 A/B Dimensions – Fully Assembled**

*(To obtain a copy of Appendix 1 contact the Contract Authority)*

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W8475-205420/A  
Client Ref. No. - N° de réf. du client  
W8475-205420

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Is100.W8475-205420

Buyer ID - Id de l'acheteur  
LS100  
CCC No./N° CCC - FMS No./N° VME

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### **F/A-18 A/B Dimensions – Fully Disassembled**

*(To obtain a copy of Appendix 1 contact the Contract Authority)*

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W8475-205420

Amd. No. - N° de la modif.  
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Is100.W8475-205420

Buyer ID - Id de l'acheteur  
LS100  
CCC No./N° CCC - FMS No./N° VME

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### **F/A-18 A/B Tie-Down Points and Load Ratings**

*(To obtain a copy of Appendix 1 contact the Contract Authority)*

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W8475-205420

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## **APPENDIX 2 TO ANNEX A**

### REMOVED PARTS AND CARGO SPECIFICATIONS

#### **Removed Parts Dimensions and Weights**

*(To obtain a copy of Appendix 2 contact the Contract Authority)*

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W8475-205420

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**APPENDIX 3 TO ANNEX A**

**INTERIM FIGHTER CAPABILITY PROJECT  
TRANSPORTATION REQUEST FORM**

Reference No.
Revision No.
Date of Request

<b>Part 1 Trip Information (to be filled out by Canada)</b>			
Load No.	Airport of Embarkation		
	Airport and Designator	City/Town	Province/State/Territory Country
Availability Date	Airport of Debarkation		
YYYY-MM-DD	Airport and Designator	City/Town	Province/State/Territory Country
Cargo Details:			
<b>Part 2 Trip Proposal (to be filled out by Contractor)</b>			
Aircraft Type	Arrival to Airport of Embarkation Date(s) YYYY-MM-DD	Estimate Arrival Time (Local)	Arrival to Airport of Embarkation Date(s) YYYY-MM-DD
			Estimate Arrival Time (Local)
Flight Plan: (Declare intended flight routes and all stops en route. Canada reserves the right to restrict or amend the proposed flight plan to ensure the safety and security of Canadian personnel and cargo.)			
<b>Part 3 Acceptance by Canada</b>			
The Government of Canada and the Department of National Defence has read and acknowledged all contents of this Transportation Request and hereby accept all terms and conditions contained herein.			
<p style="text-align: center;"> _____   Name (Print)                      Signature                      Date   _____ </p>			

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## APPENDIX 4 TO ANNEX A

### DATA ITEM DESCRIPTION 01 (DID-01)

The Contractor is to prepare a Detailed Load Plan that contains the following information:

1. General description of the aircraft or aircraft, if more than one is being proposed, used to transport the Cargo including:
  - a. Aircraft registration;
  - b. Country of registration;
  - c. Aircraft total gross takeoff weight;
  - d. Total cargo capacity both in volume and weight;
  - e. Side aspect technical drawing of the cargo compartment with dimensions for each aircraft type;
  - f. Top down technical drawing of the cargo compartment with dimensions , drawing must clearly provide locations of all cargo tie-down/mooring points with rating in metric and imperial units for each aircraft type;
  - g. Detailed information on the size, position and orientation of the aircraft cargo door(s) and ramps used to load cargo for each aircraft type;
  - h. Loading configuration(s) of the F/A-18(s) with Cargo for each aircraft type.  
  
Note: single and multiple F/A-18 load configurations will require separate Load Plan submissions.
  - i. Loading methodology providing detailed description of how Cargo, including F/A-18 aircraft, will be loaded onto the Contractor's aircraft including list of all required ground supporting equipment and assistance from Canadian and Australian personnel.
  - j. Unloading methodology providing detailed description of how Cargo, including F/A-18 aircraft, will be unloaded from the Contractor's aircraft including list of all required ground supporting equipment and assistance from Canadian personnel and/or other Contractors.

2. The Contractor's Detailed Load Plan must take into account F/A-18 aircraft and Cargo information including tie down points as per Appendix 1 of the SOW.

3. The Contractor's Detailed Load Plan must identify the specific load limits for their proposed aircraft (vertical, lateral and fore/aft requirements) and develop a plan that ensures the F/A-18 and all accompanying Cargo is restrained to meet air transport requirements for the proposed aircraft **Error! Reference source not found..**

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4. The Contractor's Detailed Load Plan must provide the number, dimensions, and type of pallets required for loading. Information must include the common part number for the pallet, equivalent part numbers, and any special features the pallet must have.

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**APPENDIX 5 TO ANNEX A**

DATA ITEM DESCRIPTION 02 (DID-02) (Note: Canada will submit the form to the RAAF on behalf of the Contractor)

<b>Airfield</b>			
<b>Dates of operation</b>	to		
<b>Aircraft type</b>		<b>No of operations</b> Operation = 1 Landing Movement + 1 Take Off Movement	
<b>Operator</b>			
<b>Name of operation</b>			
<b>Type of operation</b>	F/A-18 Pickup		
<b>Requested all up mass</b>	lbs	0 kilograms	
<b>Maximum tyre pressure</b>	psi	0 kPa	
<b>ACN Aircraft Classification Number. Note:</b> highest of one operation		<b>ACN/PCN Ratio</b>	
<b>PCN Pavement Classification Number. Note:</b> lowest of all movement areas			
<b>Restriction Category</b> (refer to APSEM)			
<b>Movement Area</b> (detail runway, taxiway and parking apron to be used)			

## ANNEX "B"

### BASIS OF PAYMENT

*The All-Inclusive Firm Price table (Attachement 2 to Part 3) will be inserted at Contract Award.*

#### 1. Firm Unit Price

- 1.1 The all-inclusive commercial air transportation services firm price includes all costs incurred to perform the Work of the contract, from the airport of embarkation to the airport of debarkation, i.e. aircraft handling fees, landing fees, airport fees, security fees, passenger meals, passenger/cargo handling fees, per passenger fees such as airport improvement fees (AIF), airport facility fees (AFC) and costs associated with aircrew requirements (lodging, meals, and transportation).
- 1.2 In all cases, the all-inclusive price must remain firm for the duration of the contract period, exclude fuel but include oils and lubricants.
- 1.3 The all-inclusive price excludes GST/HST and all exempt fees as detailed in sub-section 1.4 It also excludes the cost for de-icing which, if required, must be charged in accordance with section 2. Other Direct Expenses.
- 1.4 NAV CANADA: Canadian air navigation fees and Canadian Air Travellers Security Charges are not to be included in the all-inclusive firm price as they are exempted for DND and companies doing work under the authority of DND. DND will not reimburse the carriers for these expenses.

#### 2. Other Direct Expenses

The Contractor will be reimbursed for other direct expenses, as applicable, reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers or any other documents requested by and satisfactory to the Contracting Authority. These expenses may include but are not limited to such things as de-icing charges or other unforecasted legitimate expenses.

#### 3. Fuel Charges

Fuel charges will be reimbursed at cost, with no allowance for overhead or profit, supported by receipt vouchers or any other documents requested by and satisfactory to the Contracting Authority.

#### 4. Customs

DND is responsible for all customs clearances and exemption processes for the cargo.

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

- o. 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.

### **Aviation Liability Insurance**

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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.

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- 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. Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.
  - j. Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
  - k. Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
  - l. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
  - m. Control Tower Liability: To cover for all liabilities arising from the ownership and/or operations of air traffic control towers
  - n. Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.
  - o. 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*

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*Senior General Counsel,  
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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.

### **All Risk Property Insurance**

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 \$ 1,000,000.00. The Government's Property must be insured on *Agreed Value (appraisal)* basis.

1. 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.
2. The All Risks Property insurance policy must include the following:
  - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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 the Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

### **All Risk In-Transit Insurance**

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$ 1,000,000.00 per shipment. Government Property must be insured on *Agreed Value (appraisal)* basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
  - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.
  - b. Loss Payee: Canada as its interest appears or as it may direct.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.