

Défense nationale Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

REQUEST FOR INFORMATION

RETURN INFORMATION PACKAGE TO:

Attn : Abbas Khokhar; DAP 2-3-6 E-mail: <u>DapServicesBidReceiving-</u> <u>DoaServicesReceptionDesSoumissions@forces.gc.ca</u>

Title:		Solicitation No.
Flight Simulator Evaluation	on	W8485-20-SC01
Services and Training		
Date of Issue		
28 Aug 2020		
Solicitation Closes – L'	invitati	on prend fin
At – à : 2:00 pm Easter	n Dayli	ght Time (EDT)
14:00 Heure av	ancée d	le l'Est (HAE)
On - le : 28 September		
28 septembre	2020	
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REQUEST FOR INFORMATION

1.0 Purpose and Nature of the Request for Information (RFI)

1.1 The Department of National Defence (DND) is requesting industry feedback regarding the provision of Flight Simulator Evaluation Services to train and augment the simulator evaluation specialists of the Department of National Defence (DND).

2.0 Background

- 2.1 In May 2011, Transport Canada (TC) informed the DND that it would no longer be conducting the accreditation, re-accreditation, or recurrent evaluations of military flight simulators and trainers. Defence personnel have since assumed these responsibilities.
- 2.2 DND requires trained simulator evaluation specialists to determine if Royal Canadian Air Force (RCAF) simulators are acceptable for use as a direct replacement for in-flight training. In addition, DND must have the in-house ability to maintain them to the required quality standards. More simulator evaluation specialists are required within DND to achieve the RCAF's strategic objective of prioritizing the use of simulation for aircrew training (RCAF Simulation Strategy 2025).
- 2.3 Historically, DND trained these simulator evaluation specialists by sending small numbers of employees to industry-provided simulator evaluation courses offered at third-party providers.
- 2.4 The Directorate of Tactical Aviation and Simulation (TA&S) is mandated to provide engineering support, Life Cycle Materiel Management (LCMM) support and carry out periodic simulator evaluations of the flight simulators which are used to train RCAF aircrew and maintainers. As part of its mandate to support the acquisition and sustainment of RCAF simulators, TA&S simulator evaluation require specialized knowledge and skills to conduct recurrent evaluations of in-service RCAF flight simulators. Several other DND units require the same set of knowledge and skills to fulfill their assigned roles and certify RCAF's simulators to internationally-recognized standards.
- 2.5 A coordinated approach to train and augment simulator evaluation specialists in Canada is expected to bridge DND's simulator evaluation specialist manpower gap, to ultimately achieve the RCAF objective of increasing the usage of flight simulation to train its aircrew.

3.0 The objectives of this RFI are as follows:

- Obtain industry feedback to the specific questions in Attachment 1;
- Provide industry with an early opportunity to provide feedback and recommendations on any aspect of the Draft RFP document (Attachment 2); and
- Open 1-on-1 virtual meetings with Canada's TA&S team to potential bidders to discuss their understanding of the RFP process and their capability of meeting the requirements of the draft RFP.

4.0 Submission of Responses

4.1 Respondents to the LOI phase of the industry engagement should be potential suppliers to the requirement. Potential suppliers for this requirement may request a one-on-one meeting with Canada.

4.2 Written feedback, request for clarification, and, if applicable, request for a one-on-one meeting must only be sent to the DND Contracting Authority via email and are requested to be received by the Submission of Responses date indicated below, but are also welcome before that date.

Submission of Responses: 28 Sep 2020.

DND Contracting Authority

Abbas Khokhar Department of National Defence 455 Boulevard de la Carrière Gatineau, Québec, Canada

Telephone: (819) 939-4285 Email: <u>DapServicesBidReceiving-DoaServicesReceptionDesSoumissions@forces.gc.ca</u>

5.0 Schedule

In providing responses, the following schedule should be utilized as a baseline: Letter of Interest (LOI) – **28 Aug 2020** Submission of Responses – **28 Sep 2020** One-on-One Sessions – **October 14-16**, **2020** RFP issued – **November 2020** Contract Award – **December 2020**

6.0 Important Note to Respondents

6.1 This RFI is neither a call for tender nor a Request for Proposal (RFP). No agreement or contract will be entered into based on this RFI. The issuance of this RFI is not to be considered in any way a commitment by the Government of Canada, nor as authority to potential respondents to undertake any work that could be charged to Canada. This RFI is not to be considered as a commitment to issue a subsequent solicitation or award contract(s) for the work described herein.

6.2 Although the information collected may be provided as commercial-in-confidence (and, if identified as such, will be treated accordingly by Canada), Canada may use the information to assist in drafting performance specifications (which are subject to change) and for budgetary purposes. Respondents are encouraged to identify, in the information they share with Canada, any information that they feel is proprietary, third party or personal information. Canada will handle responses in accordance with the Access of Information and Privacy Act) (for more information: http://laws-lois.justice.gc.ca/eng/acts/a-1/).

6.3 Respondents are asked to identify if their response, of any part of their response, is subject to the Controlled Goods Regulations.

6.4 Participation in this RFI is encouraged, but is not mandatory. There will be no short-listing of potential suppliers for the purposes of undertaking any future work as a result of this RFI. Similarly, participation in this RFI is not a condition or prerequisite for the participation in any potential subsequent solicitation. Respondents will not be reimbursed for any cost incurred by participating in this RFI. The RFI closing date published herein is not the deadline for comments or input. Comments and input will be accepted any time up to the time when/if a follow-on solicitation is published.

7.0 Volumetric Data

7.1 Any volumetric data included in this RFI is being provided to respondents purely for information purposes. Although it represents the best information currently available to DND, Canada does not guarantee that the data is complete or free from error.

ATTACHMENT 1 to LOI W8485-20-SC01 QUESTIONS FOR FEEDBACK

1.0 General Questions

- 1.1 Do you have any issues, questions or need any clarification to any aspect of the Draft RFP at Attachment 2?
- 1.2 What minimum contract term length would be necessary to motivate your corporate entity to bid on this work scope?
- 1.3 Does the combination of the flight Simulator Technical Investigations and Engineering Support (SIM TIES) (i.e. expert advice & augmentation of Department of National Defence (DND) specialist) and the provision of flight simulator training courses limit your ability to bid?
- 1.4 What part of the solicitation would you want to see changed? Why?

2.0 Training Course Questions

- 2.1. Please provide a course outline of a flight simulator evaluation training course that has been taught by your organization. This outline should describe both the topics covered and the duration allotted for their study.
- 2.2. Please indicate the support from Canada, above that currently provided in the Statement of Work (SOW), that would be required to carry out a successful Simulator Evaluation (SIM EVAL) training course.
- 2.3. Given the requirements of this SOW, what level of effort (in days) is required to adapt your existing course to the requirements set out by Canada?
- 2.4. What is the optimal class size of each course serial? What are the minimum and maximum class sizes that you would accept?
- 2.5. Given that instruction is limited to 7.5 hours per day, what is the expected duration of each course serial in days?
- 2.6. What is the minimum and maximum amount of time each student would be required to spend inside a flight simulator as part of this course? Would it be a problem if this simulator time was provided outside of core hours (i.e. outside of 7am to 5pm)?
- 2.7. What are the minimum number of course serials that you would require in order to consider bidding on this work scope?
- 2.8. Canada requires that course notes be provided to each student, are you able to provide an electronic copy?
- 2.9. What costs should Canada expect per training serial?
- 2.10. Do you require assistance by a type rated pilot or trained IOS operator to effectively provide this course?
- 2.11. Do you require any additional time to scout the facilities to effectively provide this course?

- 2.12. If provided the opportunity to train Canadian students, what changes would you recommend to tailor your course to Royal Canadian Air Force (RCAF) and Canadian requirements?
- 2.13. What level of Intellectual Property will you be able to provide to DND?

3.0 Simulator TIES Questions

- 3.1. Does your corporate entity have existing contracts with flight simulator manufacturers?
- 3.2. Of the requested Verification, Validation & Accreditation (VV&A) services (SOW 3.1.6), which would you be interested in providing? Would you charge different rates for different categories of SIM TIES task?
- 3.3. What labour hourly rates should Canada expect for SIM TIES tasks?
- 3.4. What is the average and maximum level of support you would be able to provide for SIM TIES tasks, per year?
- 3.5. What minimum level of SIM TIES tasks per year would you require in order to consider bidding on this work scope?
- 3.6. Would you have trouble providing SIM TIES support to Canada at any of the locations described in SOW section 7.0?

4.0 Online Course Questions

With the uncertainty revolving around COVID-19 and to mitigate its effects, Technical Aviation & Simulation (TA&S) has discussed the possibility of having a portion of the SIM EVAL course delivered through online means. In addition, this option appears to be an attractive alternative that can be implemented to all future courses beyond the pandemic due to the potential for significant cost savings in travel and the general flexibility associated with distance learning. To help assess its feasibility, TA&S requests your feedback to the following questions:

- 4.1. What is the impact of COVID-19 on your readiness to deliver courses in the near future?
- 4.2. What is your willingness to deliver the courses, excluding the hands-on components, via an online means?
- 4.3. Are there additional costs (i.e. specialized software development or hardware) associated with the development and the delivery of online courses without compromising its quality and integrity?
- 4.4. Is there a difference in the number of students which can be effectively taught through online means compared to an in-person course?
- 4.5. In case of distance learning, what is a realistic time frame between the online portion of the course and the practical hands-on component to be completed in Trenton, Ontario?



National Defence National Defence Headquarters Ottawa, Ontario K1A 0K2 Défense nationale Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

ATTACHMENT 2 to LOI W8485-20-SC01

DRAFT RFP

The Draft RFP is not a final document and is subject to change.

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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, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, the DND 626 Task Authorization Form and any other annexes.

1.2 Summary

1.2.1 This is a draft Request for Proposal for bidders to view and propose any questions/suggestions for a future solicitation with regards to Flight Simulator Evaluation Services to train and augment the specialist cadre of the Department of National Defence (DND).

1.2.2 There will be no award of contract for this draft Request for Proposal.

1.2.3 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.2.4 This procurement is subject to the Controlled Goods Program. The <u>Defence Production Act</u> 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).

Because the Contract involves Controlled Goods and the entirety of the contracting activities are performed in a facility operated by the Department of National Defence (DND), the Contractor must sign

an acknowledgement letter, attached at Annex D, or follow any other requirements as prescribed by the Contracting Authority.

1.2.5 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*.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following modifications:

- (a) Section 02, Procurement Business Number is deleted in its entirety.
- (b) Section 05, Submission of Bids Subsection 4 is amended as follows:

Delete: 60 days Insert: 90 days

- (c) Section 06, Late Bids is deleted in its entirety and replaced with the following text: for bids submitted electronically, the late bids will be deleted. Records will be kept documenting the transaction history of all late bids.
- (d) Section 07, Delayed Bids is deleted in its entirety and replaced with the following text: It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- (e) Section 08, Transmission by facsimile by epost Connect, sub-section 1.a and sub-section 2 are deleted in their entirety.
- (f) Section 20, Further Information, sub-section 2 is deleted in its entirety.

2.1.1 SACC Manual Clauses

SACC Manual clause A9130T (2019-11-28), Controlled Goods Program - Bid

2.2 Submission of Bids

2.2.1. Unless specified otherwise in the RFP or otherwise directed by the Contracting Authority, bids must be submitted to the Department of National Defence organization by electronic mail by the date and time indicated on page 1 of the solicitation.

2.2.2. Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents **submitted** after the closing time and date will not be accepted.

2.3 Former Public Servant – Competitive Bid

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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

2.6 Improvement of Requirement During Solicitation Period

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

PART 3 - BID PREPARATION INSTRUCTIONS

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Bid: one (1) soft copy submitted by e-mail;

Section II: Financial Bid: one (1) soft copy submitted by e-mail; and

Section III: Certifications: one (1) soft copy submitted by e-mail.

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

Canada requests that Bidders use a numbering system that corresponds to that of the bid solicitation.

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule detailed Attachment 3 to Part 4.

3.1.2 Rates – Resources

Bidders must submit firm rates for all categories of resources listed in the Pricing Schedule detailed in Attachment 3 to Part 4.

Section III: Certifications

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

Section IV: Additional Information

3.1.3 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.3.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

3.1.3.2 The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory and point-rated technical evaluation criteria are included in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price – Canadian / Foreign Bidders

4.2 Basis of Selection

SACC Manual Clause <u>A0027T</u>, Basis of Selection – Highest Combined Rating of Technical Merit and Price

4.2.2 In the event two or more responsive bids have the same lowest evaluated price, the proposal with the most months experience in PRT7 will be recommended for award of a contract.

4.3 Technical Evaluation

4.3.1 Joint Venture Experience

a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- o Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

ATTACHMENT 1 to PART 4, MANDATORY AND POINT RATED REQUIREMENTS

FOR THE PROVISION OF FLIGHT SIMULATOR EVALUATION SERVICES

1.0 Mandatory Technical Criteria

- 1.1 The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.
- 1.2 Bids which fail to meet the mandatory technical criteria will be declared **NON-RESPONSIVE** and will not be evaluated further. Each mandatory technical criterion should be addressed separately.
- 1.3 The Bidder's proposal must include a *Curriculum Vitae* for all proposed resource(s). Each *Curriculum Vitae* must fully demonstrate how the proposed resource meets or exceeds each mandatory technical requirement and how the stated qualifications/experience were obtained. Simply listing or stating that a qualification or experience exists will not suffice for the purposes of demonstrated. The *Curriculum Vitae* must include details as to the where, when, month and year through which the stated qualifications/experience were obtained.
- 1.4.1 For the purposes of this evaluation, the demonstrated experience in the below Mandatory Requirements may happen concurrently. Overlaps in time, however, will only be counted once; e.g., if the resource worked at Company A from July to August 2015 and at Company B from August to October 2015, each month would only be counted once, resulting in a total working time of four (4) months.
- 1.4 Bidders must provide copies of appropriate documentation such as degrees, diplomas, certifications and other professional certifications or designations.

Mandatory Technical (MT) Criteria for Flight Simulator Evaluation Services

MT Number	Title	Method of Compliance	Bidder Substantiation
MT1	The Bidder must train DND engineers and aircrew to formally evaluate flight simulators using Transport Canada TP9685.	The Bidder's proposal must include a course outline that specifies that the TP9685 standard will be taught.	
MT2	The Bidder must train DND engineers and aircrew to formally evaluate flight simulators using either ICAO 9625 or FAA part 60.	The Bidder's proposal must include a course outline that specifies that either the ICAO 9625 or FAA part 60 standard will be taught.	
MT3	The Bidder must deliver a Flight Simulator Evaluation Training course that teaches all of	The Bidder's proposal must include a course outline that specifies that	

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	the learning objectives listed in the Statement of Work paragraph 3.3.	all of the learning objectives will be taught.	
MT4	The Bidder must adapt an existing simulator evaluation course to the C130J flight simulators and simulated training devices at the Air Mobility Training Center (AMTC) in Trenton, Ontario.	The Bidder's proposal must include a course outline of the course to be adapted. Its content must be substantively similar to the learning objectives required by MT3 (at least 80% of the topics listed for all learning objectives must be present in the outline of the course to be adapted). The Bidder's proposal must also contain an attestation that this course has been taught to students from either a commercial airline or governmental organization.	
MT5	The Bidder's candidate(s) must demonstrate at least 10 years of experience evaluating a fixed- wing simulator against at least 2 internationally- accepted standards (ICAO 9625, FAA part 60, or derived national standards).	The Bidder's candidate(s) resume must demonstrate this experience.	
MT6	The Bidder's candidate(s) must demonstrate at least 10 years of experience evaluating a rotary- wing simulator against at least 2 internationally- accepted standards (ICAO 9625, FAA part 60, or derived national standards).	The Bidder's candidate(s) resume must demonstrate this experience.	
MT7	The Bidder's proposal must include an exam that tests the student's understanding the course material and is capable of performing a formal flight simulator evaluation.	The Bidder's proposal must include a sample exam.	
MT8	The Bidder must provide a course that includes practical simulator evaluation exercises.	The Bidder's proposal must include a course outline that includes practical simulator evaluation exercises.	
MT9	The Bidder's candidate(s) must be fluent in the English language. Fluent means that the individual(s) must be able to communicate orally	The Bidder's candidate(s) must provide evidence that	

and in writing without any assistance and with minimal errors.	the candidate is fluent in the English language. Evidence can be any of the following: -Education received in an English speaking education institution -English language certification or examination (eg. TOEFL) -Work experience in an English speaking	
	English speaking workplace	

2.0 Point Rated Technical Criteria

- 2.1 Bids that meet all the Mandatory Technical Criteria will be evaluated and scored as specified in the tables inserted below.
- 2.2 The minimum number of points required to be considered responsive is 38 out of 76. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.
- 2.3 Each point rated technical criterion should be addressed separately. Unsubstantiated points will be rejected, which may cause the bid to be declared non-responsive.
- 2.4 Points will be allocated to each resource proposed by the Bidder for the education, the certification and the relevant experience. Bidders should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/ experience were obtained.
- 2.5 If a point-rated criteria is not addressed, it will be given a score of zero.

In the form, the maximum number of points is indicated for each point-rated criteria. This information is for the Bidder's use only and may vary upon the completion of the technical evaluation by Canada.

Point-Rated Technical (PRT) Criteria for Flight Simulator Evaluation Services				
PRT #	Point-Rated Technical Criterion	Maximum	Point Scale	Bidder
		Points		Substantiation
PRT1	The Bidder should have experience in the development of expanded training credits for RCAF simulators to include accredited military mission sequences.	5 if met	The Bidder's proposal includes a description of a task as described. Task descriptions should include a short summary of the work complete (max 250 words), the date of the task, the level of effort (hours) expended, and the name of the	

PRT2	The Bidder should have experience in reviewing design documents and participating in critical design reviews in support of DND's acquisition of new flight simulators.	5 pts	organization for which the task was completed. Only tasks completed for governmental organizations or commercial airlines will be considered. The Bidder's proposal includes a description of a task as described. Task descriptions should include a short summary of the work complete (max 250 words), the date of the task, the level of effort (hours) expended, and the name of the organization for which the task was completed. Only tasks completed for governmental or major commercial organizations will be considered.	
PRT3	The Bidder should have experience in the initial acceptance testing of newly-procured simulators on behalf of DND.	5 pts	The Bidder's proposal includes a description of a task as described. Task descriptions should include a short summary of the work complete (max 250 words), the date of the task, the level of effort (hours) expended, and the name of the organization for which the task was completed. Only tasks completed for governmental or major commercial organizations will be considered.	
PRT4	The Bidder should have experience in the accreditation and re- accreditation of simulators against TP9685 or internationally- recognized flight simulator standard (e.g. ICAO 9625)	5 pts	The Bidder's proposal includes a description of a task as described. Task descriptions should include a short summary of the work complete (max 250 words), the date of the task, the level of effort (hours) expended, and the name of the organization for which the task was completed. Only tasks completed for governmental or major commercial organizations will be considered.	
PRT5	The Bidder should have experience in the periodic (recurrent) evaluations of RCAF simulators to maintain an existing accreditation.	5 pts	The Bidder's proposal includes a description of a task as described. Task descriptions should include a short summary of the work complete (max 250 words), the date of the task, the level of effort (hours)	

			expended, and the name of the	
			organization for which the task was	
			completed. Only tasks completed	
			for governmental or major	
			commercial organizations will be	
			considered.	
PRT6	The Bidder should have the	10	5 pts if 50-100 hrs	
	manpower and capacity to commit		7 pts if 100-200 hrs	
	to TIES tasks. The Bidder's		10 pts if 200 hrs or more	
	proposal includes an attestation of			
	the minimum number of hours the			
	Bidder can commit to TIES tasks,			
	across all of its resources, per year.			
PRT7	The Bidder's candidate(s) should	15	5 pts if 11-12 years experience	
	have extensive experience in		7 pts if 13-14 years experience	
	evaluating fixed-wing simulators		15 pts if 15 or more years	
	against an internationally-accepted		experience	
	standard (based on FAA part 60 or			
	ICAO 9625). The Bidder's			
	candidate(s) resume demonstrates			
DDTO	the required experience.	45		
PRT8	The Bidder's candidate(s) should	15	5 pts if 11-12 years experience	
	have extensive experience in		7 pts if 13-14 years experience	
	evaluating rotary-wing simulators		15 pts if 15 or more years	
	against an internationally-accepted		experience	
	standard (based on FAA part 60 or			
	ICAO 9625). The Bidder's			
	candidate(s) resume demonstrates			
	the required experience.			
PRT9	The Bidder's candidate(s) should	2 pts		
	demonstrate breadth of experience.			
	The Bidder's candidate(s) should			
	have experience evaluating			
	simulators with both electric and			
	hydraulic motion systems. The			
	Bidder's candidate(s) resume			
	demonstrates the required			
	experience.			
PRT10	The Bidder's candidate(s) should	2 pts		
	demonstrate breadth of experience.	2 010		
	The Bidder's candidate(s) should			
	have experience evaluating			
	simulators with both electric and			
	hydraulic control loading			
	systems. The Bidder's candidate(s)			
	resume demonstrates all of the			
	required experience.			
PRT11	The Bidder's candidate(s) should	5 pts if the	5 pts if the candidate demonstrates	
	demonstrate breadth of experience.	candidate	experience with at least 4 of the 5	
	The Bidder's candidate(s) should	demonstrates	listed projector types.	
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	have experience evaluating simulators with different projector systems: Cathode-ray Tube (CRT), Liquid Crystal Display (LCD), Light-emiting Diode (LED), Digital Light Processing (DLP), and Laser. The Bidder's candidate(s) resume demonstrates all of the required experience.	experience with at least 4 of the 5 listed projector types.	
PRT12	The Bidder's candidate(s) should demonstrate breadth of experience. The Bidder's candidate(s) should have experience evaluating simulators with both collimated and non-collimated display systems . The Bidder's candidate(s) resume demonstrates all of the required experience.	2 pts	
Minimum	number of points required	38	
	ber of points available	76	

ATTACHMENT 2 to PART 4, PRICING SCHEDULE

The Bidder must complete the pricing schedule below and include it in its financial bid. Canada will declare a bid non-responsive, if the Bidder fails to provide a financial bid for each period. The Bidder must quote all-inclusive fixed daily rates (in Can \$) for each of the resource category identified.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The addition of any conditions or changes to the pricing schedule tables will render the financial bid non-responsive.

The rates included in this pricing schedule exclude the total estimated cost of the authorized travel and living expenses described in Part 7 of the bid solicitation.

1.0 Contract Period and Option Period(s)

1.1 The initial contract period is from contract award to two years later (dates to be completed at contract award).

Category of Training	Level of Security	Firm All Inclusive Rates:				
		Initial Contract Period (Year 1)	Initial Contract Period (Year 2)	Option Year 1	Option Year 2	Option Year 3
Initial Cadre Training Course as per SOW 3.2.2.2 (two courses, maximum of 10 students ea.). Price is per each course.	Enhanced Reliability			N/A	N/A	N/A
Optional Training Courses as per SOW 3.2.2.3 (maximum of 10 students ea.). Price is per each course.	Enhanced Reliability	N/A	N/A			

1.2 Rates applicable to Technical Investigation and Engineering Services (TIES) for Flight Simulators

Category of Personnel	Level of Security	Firm All Inclusive Per Diem Rates:					
		Initial Contract Period (Year 1)	Initial Contract Period (Year 2)	Option Year 1	Option Year 2	Option Year 3	
Simulator Evaluator Specialist as per SOW 3.2.3	Enhanced Reliability						

1.3 Contractor Furnished Materiel (CFM)

<u>Contractor Acquired Parts:</u> The Contract will be paid the actual materiel cost plus the following firm mark-up:

Materiel Mark-up Percentage	Initial Contract Period (year 1)	Initial Contract Period (year 2)	Option Year 1	Option Year 2	Option Year 3
Software					
Hardware					

2.0 Definition of a Day

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (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.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Insert the following paragraphs for requirements estimated at **\$1,000,000 and above**, options excluded and Applicable Taxes included: (consult <u>Annex 5.1</u> of the Supply Manual). (See also Part 7-Resulting Contract Clauses and the annex titled <u>Federal Contractors Program for Employment Equity - Certification</u> in the bid solicitation)

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.4 Education and Experience

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

5.2.5 Security Information

Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

- (a) Name of individual as it appears on security clearance application form: _____
- (b) Level of security clearance obtained:
- (c) Validity period of security clearance obtained: ____

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(d) Security Screening Certificate and Briefing Form file number: _____

5.2.6 Non-disclosure Agreement

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

ATTACHMENT "1" to PART 5, FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

Insert the following certification for requirements estimated at \$1,000,000 **and above**, options excluded and Applicable Taxes included: (consult <u>Annex 5.1</u> of the Supply Manual) (Refer also to Part 5 -Certifications and Additional Information and Part 7 - Resulting Contract Clauses)

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

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

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

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

OR

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. For additional information on security requirements, Bidders should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

6.4 Controlled Goods Requirement

SACC Manual clause A9130T (2014-11-27) Controlled Goods Program

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

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

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization. The Work described in the Task Authorization must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

- (a) The Contracting Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex D
- (b) The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The Task Authorization will also include the applicable basis(bases) and methods of payment as specified in the Contract.
- (c) The Contractor must provide the Contracting Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- (d) The Contractor must not commence work until a Task Authorization authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a Task Authorization has been received will be done at the Contractor's own risk.

7.1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

- (a) In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract: and "Minimum Contract Value" means \$10,000.00
- (b) 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 c of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) 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 <u>Standard</u> <u>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.</u>

7.2.1 General Conditions

<u>2035</u> (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

(a) Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister to act on behalf.

7.2.2 Supplemental General Conditions

SACC Manual clause <u>4006</u> (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

- **7.3.1** The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.
- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC).
- 3. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Industrial Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to two (2) years later (dates to be completed at contract award).

7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Title <i>:</i> Department:	Abbas Khokhar Senior Material Acquisition & Support Officer, DAP 2-3-6 Department of National Defence (DND) Directorate of Aerospace Procurement
Address:	101 Colonel By Drive Ottawa, ON K1A 0K2

Telephone: ____-Facsimile: 819-939-5042 E-mail address: abbas.khokhar@forces.gc.ca

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

7.5.2 Technical Authority

The Technical Authority for the Contract is: (to be completed at contract award)

Name: ______ Title: _____ Department of National Defence (DND) Address: ______

Telephone:	
Facsimile:	
E-mail address:	

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical 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:		 	
Facsimile:		 	
E-mail address:			

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$_____(insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

- (a) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations, inclusive of any revisions, must not exceed the sum of \$ ______. Customs duties are included and Applicable Taxes are extra.
- (b) 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.
- (c) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized Task Authorizations, inclusive of any revisions, whichever comes first.
- (d) 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 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

7.7.4 Taxes – Foreign-based Contractor (*if applicable*)

SACC Manual clause <u>C2000C</u> (2007-11-30) Taxes – Foreign-based Contractor

7.7.5 Time Verification

SACC Manual clause C0711C (2008-05-12) Time Verification

7.7.6 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle expenses provided in Appendices B, C and D of the <u>National Joint Council Travel Directive</u> and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior written authorization of the Technical Authority. All payments are subject to government audit.

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.

- 7.8.2 Each invoice must be supported by:
 - (a) a copy of time sheets to support the time claimed;
 - (b) a copy of the release document and any other documents as specified in the Contract;
 - (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
 - (d) a copy of the monthly progress report.

7.8.3 The original invoice must be submitted electronically to the following email addresses:

- 1. WGM.DAP2_INVOICES_DOA2_RECU@FORCES.GC.CA
- 2. the email address of the Contracting Authority identified under the section entitled "Authorities" of the Contract

Individual e-mails exceeding five (5) megabytes, or those that include other factors such as embedded macros and/or links, may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Contractor.

Larger invoices may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Contractor's responsibility to ensure that the Contracting Authority has received the entire invoice.

The Contractor should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document.

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

Include the following paragraph for requirements issued on behalf of a Department or Agency subject to the FCP, with a contract value at **\$1,000,000 and above**, options excluded and Applicable Taxes included.

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 "<u>FCP Limited Eligibility to Bid</u>" 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.

7.11 **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2020-05-28), General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements;
- (h) Annex E, Non-disclosure Agreement;
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated _____.

7.12 Defence Contract

SACC Manual clause <u>A9006C</u> (2012-07-16) Defence Contract

7.13 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause <u>A2000C</u> (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.14 Insurance

SACC Manual clause G1005C (2016-01-28), Insurance - No Specific Requirement

7.15 Controlled Goods Program

SACC Manual clause <u>A9131C</u> (2014-11-27), Controlled Goods Program SACC Manual clause <u>B4060C</u> (2011-05-16), Controlled Goods

7.17 SACC Manual clauses

SACC Manual clause <u>A9062C</u> (2011-05-16) Canadian Forces Site Regulations applies to and forms part of the Contract.

7.18 Closure of Government Offices

No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation, closure or early closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation, closure or early closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.19 Access to DND Computer Systems and Non-Disclosure Agreement

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

7.20 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

ANNEX A

STATEMENT OF WORK

FLIGHT SIMULATOR EVALUATION SERVICES AND TRAINING FOR THE DEPARTMENT OF NATIONAL DEFENCE

- 1.0 SCOPE
- 1.1 Purpose
- 1.1.1 The purpose of this Statement of Work (SOW) is to define the scope, deliverables, and contractual conditions that apply to the provision of Flight Simulator Evaluation Services to train and augment the specialist cadre of the Department of National Defence (DND).

1.2 Background

- 1.2.1 In May 2011, Transport Canada (TC) informed the DND that it would no longer be conducting the accreditation, re-accreditation, or recurrent evaluations of military flight simulators and trainers. Defence personnel have since assumed these responsibilities.
- 1.2.2 DND requires trained specialists to determine whether or not Royal Canadian Air Force (RCAF) simulators are acceptable for use as a direct replacement for in-flight training, or to maintain them to the required quality standards. More simulator evaluation specialists are required within DND to achieve the RCAF's strategic objective of prioritizing the use of simulation for aircrew training (RCAF Simulation Strategy 2025).
- 1.2.3 Historically, DND trained these specialists by sending small numbers of employees to industryprovided simulator evaluation courses offered at third-party providers.
- 1.2.4 The Directorate of Tactical Aviation and Simulation (TA&S) is mandated to provide engineering and Life-Cycle-Materiel-Management (LCMM) support of the simulators used to train RCAF aircrew and maintainers. As part of its mandate to support the acquisition and sustainment of RCAF simulators, TA&S practitioners require specialized knowledge and skills to conduct recurrent evaluations of in-service RCAF simulators. As Technical Authorities (TA) of in-service support contracts for RCAF simulators, TA&S personnel are required to carry out periodic simulator evaluations to fulfill DGAEPM's Quality Assurance (QA) mandate. Several other DND units require the same set of knowledge and skills to fulfill their assigned roles and certify RCAF simulators to internationally-recognized standards.
- 1.2.5 A coordinated approach to train and augment simulator evaluation specialists in Canada is expected to bridge DND's simulator evaluation specialist manpower gap, to ultimately achieve the RCAF objective of increasing the usage of simulation to train its aircrew.

1.3 List of Acronyms and Abbreviations

1.3.1 The following abbreviations and acronyms are used in this SOW:

Abbreviation AMTC AWR CASA DND EASA FAA GFE ICAO ICT LCMM MACA QA RCAF SOW TA	Description Air Mobility Training Center Additional Work Request Civil Aviation Safety Authority Department of National Defence European Aviation Safety Agency Federal Aviation Authority Government-Furnished Equipment International Civil Aviation Organization Initial Cadre Training Life Cycle Material Management Months After Contract Award Quality Assurance Royal Canadian Air Force Statement of Work Technical Authority
SOW	Statement of Work
TA TA&S TC TIES VV&A	Directorate of Tactical Aviation and Simulation Transport Canada Technical Investigation and Engineering Services Verification, Validation & Accreditation

2 APPLICABLE DOCUMENTS

- 2.1.1 The following documents will be made available by DND during the course of the work:
 - 2.1.1.1 C-05-020-007/AM-000, Flight Test Orders for the Canadian Forces;
 - 2.1.1.2 DAOD 2010-1;
 - 2.1.1.3 Transport Canada TP9685 v2; and
 - 2.1.1.4 OSS Code AEPL.
- 2.1.2 The existing civilian simulator accreditation standard, Transport Canada TP9685, will be used as the initial basis to certify simulators and trainers to Level D and 7, respectively, for common flying tasks. Additional training credits to certify devices for specific military mission flight training envelopes will be added on an as-required basis.
- 2.1.3 Equivalent flight simulator accreditation standards for RCAF simulators and trainers include national regulations from the following organizations:
 - 2.1.3.1 Transport Canada (TC);
 - 2.1.3.2 United States of America Federal Aviation Authority (FAA);
 - 2.1.3.3 European Aviation Safety Agency (EASA);
 - 2.1.3.4 International Civil Aviation Organization (ICAO); and
 - 2.1.3.5 Australia Civil Aviation Safety Authority (CASA).

3 REQUIREMENTS

3.1 General

- 3.1.1 The Contractor must adapt an existing simulator evaluation course to the C130J flight simulators and simulated training devices at the Air Mobility Training Center (AMTC) in Trenton, Ontario. To enable the delivery of this course, access to these simulators will be provided as Government-Furnished Equipment (GFE).
- 3.1.2 The Contractor must train DND engineers and aircrew to formally evaluate flight simulators using international standards for simulator certification. These activities, encompassing initial acceptance, accreditation, re-accreditation, and recurrent evaluation (collectively, Verification, Validation & Accreditation (VV&A)), must be taught in reference to accepted international standards. At a minimum the course must address the requirements of Transport Canada TP9685. The course must also provide instruction in either ICAO 9625 or FAA part 60.
- 3.1.3 The Contractor must train twenty (20) simulator evaluation specialists within 24 Months After Contract Award (MACA). This Initial Cadre Training (ICT) will create a core simulator evaluation capability within DND.
- 3.1.4 The Contractor must be able to deliver additional course serials in addition to the ICT, on request of the TA. These additional serials will be scoped and funded as a Task Authorization, to be requested by DND as required.
- 3.1.5 The Contractor may provide Technical Investigation and Engineering Services (TIES) to support DND on a case-by-case basis in the VV&A of RCAF simulators. Each TIES task will be independently scoped and funded as a Task Authorization.

3.2 Tasks

- 3.2.1 The Contractor must perform the following tasks in support of this contract:
- 3.2.2 Flight Simulator Evaluation Training
 - 3.2.2.1 Adapt an existing flight simulator evaluation course to use the C130J simulators and training devices housed at the AMTC for practical exercises;
 - 3.2.2.2 Deliver two (2) flight simulation evaluation course serials to train ten (10) students per serial within 24 MACA;
 - 3.2.2.3 Deliver an optional course serial each calendar year from 24 to 120 MACA to train a maximum of ten (10) students per serial (as a Task Authorization);
 - 3.2.2.4 Coordinate course schedule and usage of facilities with the TA for each serial; and
 - 3.2.2.5 Continuous improvement of the course curriculum (i.e. an built-in level of effort to improve course from one serial to the next);
- 3.2.3 Flight Simulator Evaluation Services: TIES Tasks

3.2.3.1 The Contractor must support TA&S in the provision of VV&A services for the acquisition and sustainment of RCAF simulators and trainers. TIES tasks may include, but are not limited to, the following:

a) Development of expanded training credits for RCAF simulators to include accredited military mission sequences;

b) RFP documentation development and review in support of DND's acquisition of new flight simulators;

c) Initial acceptance testing of newly-procured simulators on behalf of DND;

d) Accreditation and Re-accreditation of RCAF simulators against TP9685 or internationallyrecognized flight simulator standard (e.g. ICAO 9625); and

e) Periodic (recurrent) evaluations of RCAF simulators to maintain an existing accreditation.

3.3 Training Performance Objectives

- 3.3.1 The Contractor must deliver a Flight Simulator Evaluation Training course that accomplishes the following learning objectives, at a minimum:
 - 3.3.1.1 Understand how a flight simulator functions, including: visual rendering and display, audio, motion cueing, vibration, flight control systems, computer systems, performance and latency, and networking of flight simulators;
 - 3.3.1.2 Understand the factors affecting the fidelity of flight simulators, including: audio/visual quality, human sensory characteristics and limitations (vestibular, somatosensory, visual, and auditory), simulator sickness, handling qualities, model fidelity, and where fidelity can be reduced without compromising training;
 - 3.3.1.3 Understand aircraft dynamics: the physics and subjective experience of flight dynamics as required for evaluation against international standards: e.g. aerodynamics, static and dynamic aircraft modes, and ground effect;
 - 3.3.1.4 Understand best practices for initial acceptance testing (from the perspective of a simulator operator);
 - 3.3.1.5 Understand the legislation governing simulator evaluation (at a minimum, TP9685) and how to apply it to a formal simulator evaluation;
 - 3.3.1.6 Understand the test techniques used in a formal simulator evaluation against international standards for all of the following: initial accreditation, re-accreditation, and recurrent evaluations; and
 - 3.3.1.7 Perform a practical evaluation of a flight simulator using the tools and techniques taught in this course. Assess data obtained from this evaluation and determine the acceptability of the device based on the results.

4 DELIVERABLES

4.1 Flight Simulator Evaluation Course

- 4.1.1 For each serial, the Contractor must deliver the following:
 - 4.1.1.1 Course joining instructions (what each student is expected to do prior to the course, and any tools or equipment that students are required to bring to the course);
 - 4.1.1.2 A course which provides ab initio training of DND personnel in simulator evaluation; graduates of this course shall understand and be capable of conducting a formal simulator evaluation using TP9685 or internationally-accepted equivalent legislation;
 - 4.1.1.3 Instruction by fixed-wing simulator expert (at least 10 years of experience in sim accreditation against 2 internationally-accepted standards);

- 4.1.1.4 Instruction by rotary-wing simulator expert (at least 10 years of experience in sim accreditation against 2 internationally-accepted standards). The requirement for fixed-wing and rotary-wing instructors may be satisfied by a single individual;
- 4.1.1.5 Practical simulator evaluation exercises, making use of the full-flight simulator provided by Canada;
- 4.1.1.6 Printed course notes and reference material, provided in a suitable binder for each student;
- 4.1.1.7 An electronic copy of reference material for the course, provided on a USB stick to each student;
- 4.1.1.8 Daily exercises, designed to exercise the students' understanding of the course material taught that day;
- 4.1.1.9 An exam which, upon successful completion, ensures that the student has understood the course material and is capable of performing a formal flight simulator evaluation using TP9685 and, if part of the course, internationally-accepted equivalent legislation;
- 4.1.1.10 A summary of the exams results for each student, to be provided to the TA;
- 4.1.1.11 A certification of completion, provided to each student upon successful completion of the exam; and,
- 4.1.1.12 Course Improvements for current serial as agreed upon with the TA at the conclusion of the previous serial.

4.2 Flight Simulator Evaluation Services: TIES Tasks

- 4.2.1 The Contractor must deliver a final report for each TIES task. Content and format as stipulated in the specific Statement of Work (SOW) developed as part of each Task Authorization.
- 4.2.2 The Contractor must provide all soft-copy deliverables in a format approved by the TA.

4.3 Monthly Status Report

- 4.3.1 For the contract as a whole, the Contractor is not required to submit monthly status reports. However, status reports will be required by some of the tasks under the contract. The frequency and content of those reports will be specified as part of each task.
- 4.3.2 For each active TIES tasks, the Contractor must submit a "Monthly Status Report" on the level of effort required for the past month with the associated tasks and deliverables. The Monthly Status Report must be provided along with a "Monthly Invoice", covering the same period. These documents must be provided to DND no later than 10 business days following the last day of a calendar month in which the contractor has performed work on a TIES task. The Monthly Status Reports for each task must include, but are not limited to, the following elements:
 - 4.3.2.1 All significant activities performed by the contractor or their resource during the period;
 - 4.3.2.2 Status of all action/decision items as well as a list of outstanding activities;
 - 4.3.2.3 A description of any problems encountered which are likely to require attention by DND, or are likely to impact the scope, cost, or schedule of the TIES task;
 - 4.3.2.4 Any recommendations relating to the conduct of the Work;
 - 4.3.2.5 Total number of days charged for the Contractor's personnel; and,
 - 4.3.2.6 Travel costs incurred including all applicable, original receipts.

5 LIMITATIONS AND CONSTRAINTS

- 5.1.1 All reports, documents, processes, and deliverables developed and/or updated by the Contractor personnel must be submitted for approval by the TA.
- 5.1.2 In the review of third-party deliverables, decisions concerning revision or definition of policy, budgets, or contractual obligations and requirements are excluded from the contractor's services. Contractor personnel must limit themselves to providing comments and recommendations to the contract TA on technical issues.
- 5.1.3 The personnel of the Contractor providing the services must be independent of direct control by servants of Canada and are not in any respect employees or servants of Canada.
- 5.1.4 During the performance of the Contract, the Contractor and their personnel must not direct any departmental organizations, or any third-party personnel with whom Canada has or intends to contract, to perform any action.
- 5.1.5 At all times during the provision of the required services, the Contractor personnel are not to have access to any proprietary information including but not limited to financial information (including unit prices or rates) or technical information concerning any third parties with whom Canada has contracted or intends to contract, other than information that is in the public domain, (e.g. total value of contract(s) awarded). Proprietary technical information may be provided to Contractor personnel in the performance of the services if the Non-Disclosure Agreement contained in the Contract is duly executed by the Contractor personnel.
- 5.1.6 All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract remains the property of Canada.
- 5.1.7 All drawings, software codes, reports, data, documents, or materials, provided to the Contractor by Canada or produced by the Contractor personnel in providing services under the Contract must be used solely in support of this requirement.
- 5.1.8 The Contractor must safeguard the preceding information and materials from unauthorized use and must not release them to any third party, person, or agency external to DND without the express written permission of the TA.
- 5.1.9 Such information and material must be returned to the TA upon completion of the services or when requested by the TA.
- 5.1.10 All correspondence initiated by the Contractor personnel must be submitted to the TA. Correspondence is defined as records of conversation or decisions as well as written correspondence in any format.
- 5.1.11 The Contractor must ensure that their personnel do not use either Government of Canada or DND designations, logos, or insignia on any business cards, cubicle/office signs, or written/electronic correspondence that in any manner lead others to perceive Contractor personnel as being an employee of Canada.

- 5.1.12 The Contractor must ensure that their personnel are able to acquire and maintain the security clearances required to access the AMTC building at Trenton and provide the Flight Simulator Evaluation Course.
- 5.1.13 The Contractor must remain impartial in the delivery of TIES tasks. Any potential conflicts of interest that the Contractor may have when evaluating a simulator must be disclosed to the TA prior to acceptance of the Task Authorization. TIES tasks may be withheld at the sole judgement of the TA if a conflict of interest is perceived to exist.

6 DND SUPPORT TO CONTRACTOR

6.1 General

- 6.1.1 To aid the Contractor in the provision of the required services, the following information, materials, and assistance will be provided if available and deemed appropriate by the TA:
 - a) Data and documents deemed necessary by the TA for the provision of services under this SOW;
 - b) Consultation with the TA and other specialists may be arranged by the TA;
 - c) Provision of an experienced C130J Instructor Operation Station operator or equivalent to assist in the planning and execution of the practical simulator evaluation exercises; and,
 - d) Other information, data, and assistance available and requested by the Contractor subject to concurrence by the TA.
- 6.1.2 For Simulator Evaluation Course serials, DND will provide classroom space, general-purpose classroom furniture, and Electronic Data Processing equipment/services such as computer, keyboard, monitor, screen, and access to the divisional LAN subject to normal security requirements.
- 6.1.3 Furthermore, DND will provide, subject to normal security requirements, and only to the specified Contractor personnel, access to identified databases or applications resident on DND's computers or networks for the sole purpose of executing the services associated with this Contract. DND, at its sole discretion, will identify the nature and characteristics of such access.
- 6.1.4 For TIES services provided on-site at a DND or RCAF facility, DND will provide the necessary work space and Electronic Data Processing equipment/services, and access to the divisional LAN subject to normal security requirements. The conditions in 6.1.3 apply.
- 6.1.5 The Contractor is advised that the above does not represent a commitment by Canada and that it is the Contractor's sole responsibility to provide all services required to perform the Contract. The Contractor personnel must be able to work independently on all aspects of the required services.

7 LOCATION FOR PROVISION OF REQUIRED SERVICES

- 7.1.1 All Simulator Evaluation Course serials must be provided at the AMTC in Trenton, Ontario, Canada.
- 7.1.2 TIES services may be requested at any of the following locations listed in Appendix A, depending upon the nature of the work. The locations where TIES services may be required are the RCAF Page 41 of de 52

facilities housing flight simulators, the third-party facilities where simulators are constructed for use by the RCAF, and the National Capital Region (Ottawa/Gatineau) where the TA resides.

8 CONTRACTOR MANAGEMENT OF THE CONTRACT

8.1 General

- 8.1.1 The Contractor must actively participate in the overall management of all activities related to this SOW and be directly responsible for the effective supervision and coordination of the efforts of its personnel in order to minimize the effort required by DND to manage the requirement.
- 8.1.2 The Contractor must ensure all work produced under this Contract is complete, accurate, and adheres to all relevant safety and environmental regulations, rules, and good practices.
- 8.1.3 The Contractor must maintain an electronic library of work in progress, delivered items, and review comments.
- 8.1.4 The Contractor must perform version control.

9 LANGUAGE REQUIREMENTS

9.1 General

9.1.1 The resources provided by the Contractor must be fluent in the English language. Fluent means that the individual(s) must be able to communicate orally and in writing without any assistance and with minimal errors.

10 TRAVEL AND LIVING

10.1 General

- 10.1.1 The Contractor will be required to travel to comply with this Contract.
- 10.1.2 The TA will provide the following:
 - a) Written approval for travel;
 - b) Confirmation whether a trip report is necessary;
 - c) Guidance on the content and format of the trip report; and,
 - d) If required by the TA, the Contractor personnel must prepare a trip report and provide it to the TA, for review and approval, no later than 15 working days after return from the trip.

11 TECHNICAL AUTHORITY

- 11.1.1 The TA for this requirement will be the primary point of contact for Contractor personnel and the TA will be identified within the Contract award document.
- 11.1.2 Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract must be undertaken by official correspondence through the Contracting Authority.

Appendix A: TIES Task Locations

Aircraft	Simulator Name	Number of Devices	Location	Manufacturer	Manufacturer Location
CF188	Advanced Distribution Combat Training System (ADCTS)	2	Cold Lake, AB and Bagotville, QC	L3Harris	Arlington, Texas
CC295 FWSAR	Flight Simulator Training Device (FSTD) Level 7 ICAO Cockpit	1	Comox, BC	CAE	Montreal
	Procedures Trainer (CPT) Level 5 ICAO	1			
	Full Flight Simulator (FFS)	1			
CP140 Aurora	Cockpit Procedures Trainer (CPT)	1	Greenwood, NS	CAE	Montreal
	Operational Mission Simulator (OMS)	1		General Dynamics	Ottawa
CH147F Chinook	Weapon System Trainer (WST)	1	Petawawa, ON	CAE	Montreal
CH146 Griffon	Full Motion Flight Simulator (FMFS)	1	Gagetown, NB	CAE	Montreal
CC130J Hercules	Weapon System Trainer (WST)	2	Trenton, ON	CAE	Montreal
СС130Н	Operational Flight Trainer (OFT)	1	Trenton, ON	CAE	Montreal

In addition to the above, TIES tasks may be requested to be performed at DND offices within the National Capital Region (Ottawa and Gatineau) or at one of the above locations for simulators not specified on this list (newly acquired).

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ANNEX B

BASIS OF PAYMENT

1.1 For the satisfactory provision of Flight Simulator Evaluation Services, as defined in each individual Task Authorization, the Contractor will be paid using the following rates (applicable taxes extra).

1.2 Rates applicable to Flight Simulator Evaluation Training

Category of Training	Level of Security	Firm All Ir	nclusive Rat	te		
		Initial Contract Period Year 1	Initial Contract Period Year 2	Option Year 1	Option Year 2	Option Year 3
Initial Cadre Training Course as per SOW 3.2.2.2 (two courses, maximum of 10 students ea.). Price is per each course.	Enhanced Reliability			N/A	N/A	N/A
Optional Training Courses as per SOW 3.2.2.3 (maximum of 10 students ea.). Price is per each course.	Enhanced Reliability	N/A	N/A			

1.2 Rates applicable to Technical Investigation and Engineering Services (TIES) for Flight Simulators

Category of Personnel	Level of Security	Firm All In	clusive Per	Diem Rates:	:	
		Initial Contract Period Year 1	Initial Contract Period Year 2	Option Year 1	Option Year 2	Option Year 3
Simulator Evaluator Specialist as per SOW 3.2.3	Enhanced Reliability					

1.3 Contractor Furnished Materiel (CFM)

<u>Contractor Acquired Parts:</u> The Contract will be paid the actual materiel cost plus the following firm mark-up:

Materiel Mark-up Percentage	Initial Contract Period Year 1	Initial Contract Period Year 2	Option Year 1	Option Year 2	Option Year 3
Software					
Hardware					

1.4 Travel and Living Expenses

he Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

Total Estimated cost of Travel and Living Expenses: \$_____ (insert value)

2.0 Definition of a Day

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

3.0 Customs and Duties are included and applicable taxes are extra

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

Government Gouvernem	tot		Contract Number / Numéro du contra	at .
of Canada du Canada	/ N		W8485-20-SC01	
		Secu	rity Classification / Classification de s	sécurité
		UNCL	agia	
		TA ONEON LINT	(1801)	
LISTE DE VÉR	SECURITY REQUIREMENT FICATION DES EXIGENCI	ES RELATIVES A	A SÉCURITÉ (LVERS)	
DADT & CONTRACT INCODIATION / DADTIC	A INCOOMATION CONTRA	CTUELLE		
1. Originating Government Department or Organi Mighthere and the second se	ation / DND		anch or Directorate / Direction généri	
Ministère ou organisme gouvernemental d'orig 3. a) Subcontract Number / Numéro du contrat de			DM(Mat)/DGAEPM/TA&S 4- Subcontractor / Norm et adresse du so	
N/A		A No Accression of C	subcurrendor i Nom et adresse du so	212-minami
4. Brief Description of Work / Brève description d				
Train DND personnel in Flight Sime			ators located in CFB Trenton	n.
Evaluate DND flight simulators aga	inst international standa	rds.		
5. a) Will the supplier require access to Controlle	Goode?			No Ves
Le fournisseur aura-t-il accès à des marcha				Non X Oui
5. b) Will the supplier require access to unclassifi	ed military technical data subje	t to the provisions of t	the Technical Data Control	X No Yes
Regulations? Le fournisseur aura-t-il accès à des donnéer	toolaniasso militainos non elacort	MARC and reactions	Hos mar dispections du Obeloment	▲ Non L Oui
sur le contrôle des données techniques?	recrimques minaires non cais	anees du som aasuje	nees aux dispositions du riegiement	
Indicate the type of access required / Indiquer	le type d'accès requis			
6. a) Will the supplier and its employees require a				Y No Yes
Le fournisseur ainsi que les employés autor (Specify the level of access using the chart i		ts ou à des biens PRO	OTEGES effou CLASSIFIES?	Non Oui
(Préciser le niveau d'accès en utilisant le tal		1 7. a)		
b) Will the supplier and its employees (e.g. clesses)		require access to rest	tricted access areas? No access to	No X Yes Non X Oui
PROTECTED and/or CLASSIFIED informat Le fournisseur et ses employés (p. ex. netto		ront-is accès à des z	ones d'accès restreintes? L'accès	Non 🛆 Oui
à des renseignements ou à des biens PROT	ÉGÉS et/ou CLASSIFIÉS n/es	t pas autorisē.		
 c) Is this a commercial courier or delivery requ S'agit-il d'un contrat de messagerie ou de lh 				X No Yes Non Qui
a) Indicate the type of information that the sup	her will be required to access r	Indiquer le type d'into		
and a				
Canada	NATO / OTA	N	Foreign / Étranger	
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASE

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Government Gouvernement	Contract Number / Numéro	du contrat
of Canada du Canada	W8485-20-SC01	stee de edecatit
	Security Classification / Classific Unicide	ation de securite
PART A (continued) / PARTIE A (suffe) 8. Will the supplier require access to PROTECTED and/or Le fournisseur aura-6-il acces à des renseignements ou If Yes, indicate the level of sensitivity: Dans faffirmative, indiquer le niveau de sensibilité ;	CLASSIFIED COMSEC information or assets? à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	No Yes Non Cui
9. Will the supplier require access to extremely sensitive if	VFOSEC information or assets? à des biens INFOSEC de nature extrêmement délicate?	X Non Yes Non Cui
Short Title(s) of material / Titre(s) abrègé(s) du matérial		
Document Number / Numéro du document : PART B - PUR IONNUL (IUPPL/IDB / PARTIE B - PURI		
10. a) Personnel security screening level required / Niveau	de contrôle de la sécurité du personnel requis	
COTE DE FIABILITÉ		P SECRET IS SECRET
TOP SECRET- SIGINT TRES SECRET - SIGINT		SMIC TOP SECRET SMIC TRÊS SECRET
SITE ACCESS ACCES AUX EMPLACEMENTS Con	tractors will teach a simulator evaluation course on-site at CFB Trenton A	WTO. Contractors may also
eval	uate DND fight simulators against international standards; this activity m ties, for which a VOR will be requested on a case-by-case basis.	
	entified, a Security Classification Guide must be provided. trôle de sécurité sont requis, un guide de classification de la sécurité do re work?	oit être fourni.
Du personnel sans autorisation sécuritaire peut-il se If Yes, will unscreened personnel be escorted?	voir confier des parties du travail?	Non Cui
Dans l'affirmative, le personnel en question sera-t-il	escorte?	Non Oui
PART C - BAFEQUARDE (BUFPLIER) / PARTIE C - ME INFORMATION / ABBETS / RENABIONEMENTS / F		
11. a) Will the supplier be required to receive and store PF premises?	ROTECTED and/or CLASSIFIED information or assets on its site or	No Yes
Le fournisseur sera-t-il tenu de recevoir et d'entrepo CLASSIFIÉS?	ser sur place des renseignements ou des biens PROTEGES et/ou	
 b) Will the supplier be required to safeguard COMSEC Le fournisseur sera-b-li tenu de protéger des renseig 		X No Yes Non Cui
PRODUCTION		
occur at the supplier's site or premises?	nodification) of PROTECTED and/or CLASSIFIED material or equipment duction (febrication et/ou réparation et/ou modification) de matériel PROTÉ	COE Non Cui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPOR	RT RELATIF & LA TECHNOLOGIE DE L'INFORMATION (TI)	
information or data?	ectronically process, produce or store PROTECTED and/or CLASSIFIED imes informatiques pour traiter, produire ou stocker électroniquement des LASSIFIES?	No Yes Non Cui
 e) Will there be an electronic link between the supplier's I Disposera-t-on d'un lien électronique entre le système gouvernementale? 	T systems and the government department or agency? Informatique du fournisseur et celui du ministère ou de l'agence	Non Cui

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Security Classification / Classification de sécurité UNCLASS

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										Secu	rity Classif	lcatio	n/C	lass	ification de sé	curite	
										UN	CLASS						
PART C - (o																	
			the	form	manually use	e the sum	mary cha	rt below to in	dicate the cate	gory(les)	and level	(s) of	san	gua	rding required	at the su	pplier's
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DND 626 TASK AUTHORIZATION FORM

		Contract no. – N° du	contrat
and the second	w the reference Contract and Task number	S. Task no. – N° de la tâ	iche
l'outes les factures doivent indique	er les numéros du contrat et de la tâche.	Task IIO. – IV Gela ta	che
rendment no. – N° de la modification	Increase/Decrease - Augmentation/Réduction	Previous value - Valeur pré	cédente
-A	TO THE CONTRACTOR		
	You are requested to supply the following services in	accordance with the terms	s of the above
	reference contract. Only services included in the cor Please advise the undersigned if the completion date		
	Please advise the undersigned if the completion date shall be prepared in accordance with the instructions	set out in the contract.	
ivery location – Expédiez à	À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en co	nformité des termes du son	trat mentionná
	ci-dessus. Seuls les services mentionnés dans le co demande.	ontrat doivent être fournis à	l'appui de cette
	Prière d'aviser le signataire si la livraison ne peut se	faire dans les délais prescr	rits. Les facture
	doivent être établies selon les instructions énoncées	dans le contrat.	
ivery/Completion date – Date de livraison/d'achèvement			
	Date for the pour le	Department of National Defen ministère de la Défense nation	ce ale
ntract item no. Nº d'article	Services		Cost Prix
du contrat			
		GST/HST TPS/TVH	
	e Contract Authority signature is required when the total va	TPS/TVH Total	ds the threshold
pecified in the contract.	e Contract Authority signature is required when the total va La signature de l'autorité contractante est requise lorsque	TPS/TVH Total	

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Instructions for completing DND 626 - Task Authorization

Contract no. Enter the PWGSC contract number in full.

Task no. Enter the sequential Task number.

Amendment no. Enter the amendment number.when the original Task is amended to change the scope or the value.

Increase/Decrease Enter the increase or decrease total dollar amount including taxes.

Previous value Enter the previous total dollar amount including taxes.

To Name of the contractor.

Delivery location Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date Completion date for the task

for the Department of National Defence Signature of the DND person who has delegated Authority for signing DND C26 (evel of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). Note: the person signing in this block ensures that the vork is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the regoed/Unit budget.

Services Define the requirement briefly (attach the SOW) and idenlify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per dem rates/abour category houry rates; travel and living rates; firm prior/selling price, etc). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 826 Task form.

 $\ensuremath{\textbf{Cost}}$ The cost of the Task broken out into the individual costed items in $\ensuremath{\textbf{Services}}$.

GST/HST The GST/HST cost as appropriate.

Total The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 525. The amendment value may not exceed 50% (or the percentage for amendment sabishied in the contract) of the original value of the task authorization. The total cost of DND 526, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will induce a specified threshold for DND sole approved of the DND 628 and a peer application of the DND to approve thresholds must be passed to the PWGSC contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note: Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold, and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

Nº du contrat Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche Inscrivez le numéro de tâche séquentiel.

N° de la modification Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente Inscrivez le montant total précédent, y compris les taxes,

A Nom de l'entrepreneur.

Expédiez à Endroit où le travail sera effectué, si celui-ci différe du lieu d'affaires de l'entrepreneur,

Date de livraison/d'achèvement Date d'achèvement de la tâche.

pour le ministère de la Défense nationale Signature du représentant du MDN auquelo na délégué le pouvoir d'approbation ence qui a trait à la signature du formulaire DND 526 (niveau d'autorité basé sur la valeur de la tiache et le signataire autorisé equivalent mentionné dans le MAA-14). Nota : la presonne qui signe cette attache de signature confirme que les travaux respectent la portée du contral, que suffisamment de fonds sont prévus au contrat pour couvrir cette táche et que le budget alloué à l'unité ou pour le projet le permet.

Services Définisses brièvement le besoin (joignez (FET) et établissez le coût de la tiche à l'aidé de la soumission de l'entrepreneur selon le niveeu de difficulté de celle-oi. Les modalités de paiement stipulées dans le contrat s'appliquent la táche. Si puiseurs d'entre elles sont prévues, enumérez i ci celléceties qui s'appliquerationt à la soumission pour la tâche à accompte (note, thraire établi selon la catégorie de main-d'œuvre, frais de déplacement et de sépour prix fixe ou prix plationt, etc.). Toutes les modalités du costa ou répeters quant à la tâche en question. Il mest durce pas necessaire don répeters quant à la tâche en question. Il mest durce pas necessaire don répeters quant à la tâche en question. Il mest durce pas necessaire don répeters quant à la tâche en question. Il mest durce pas necessaire don répeters quant da la tâche en queste saférentes au contrat sur le formulaire DND 626.

Prix Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique Services.

TPS/TVH Mentionnez le montant de la TPS/TVH, s'il y lieu.

Total Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. montant sans lapprobation du MDN, formulare LNU 5/25 modifie a Tappu. Le coiti de la modification ne peut pas ders supérieur a 50 p. 100 du . montant Initial prévu dans l'autorisation de table (cu au pourcentage prévu dans le contrat pour les modifications). Le coiti tidal spécifié dans le formulaire DND 5/26, y compris toutes les modifications, peut dépasser le plando de financement mentionne dans le contrat.

Ne s'applique qu'aux contrats de TPSGC Le présent paragraphe s'applique uniquement aux autorisations de tâche acordéres par TPSGC. On inscritt dans le formulaire DND 626 un plafond présis qui ne pourra être approuvé que par le MDN et un pourcentage sedou lequel le MDN poura approvuer des modifications au formulaire DND 626 original. Les tâches dont le coît dépasse ces plafonds dovent être soumises à l'autorité contractante de TPSGC pour exament et signature avant qu'on autorise l'entrepreneur à débuter les travaux.

Nota : Les travaux ne peuvent commencer avant la date de signature de ce formuliaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et per le MDN et PSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

ANNEX E

SACC Manual clause A9126C (2010-08-16) NON-DISCLOSURE AGREEMENT

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

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date