



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Pacific Region

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

### Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> CFSSAR - Aircraft Support for Parac	
<b>Solicitation No. - N° de l'invitation</b> W0133-21K634/A	<b>Date</b> 2020-10-26
<b>Client Reference No. - N° de référence du client</b> W0133-21K634	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-261-8078	
<b>File No. - N° de dossier</b> VIC-0-43050 (261)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-11-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Mountford, Elsie-May	<b>Buyer Id - Id de l'acheteur</b> vic261
<b>Telephone No. - N° de téléphone</b> (236) 464-3238 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See herein	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, DND 626 Task Authorization Form and any other annexes.

### **1.2 Summary**

The Department of National Defence – Canadian Forces School of Search and Rescue (CFSSAR) requires parachute operations support in the provision of chartered aircraft resources with crew to conduct domestic parachute training programs in British Columbia and Alberta for a three (3) year period from contract award.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

The requirement is subject to a preference for Canadian goods and/or services.

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.

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

### **1.3 Debriefings**

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

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## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

#### **PWGSC Pacific Region Bid Receiving Unit**

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:  
TPSGC.RPReceptiondessaoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

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

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

### **2.3 Former Public Servant**

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

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Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than six (6) 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 British Columbia.

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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

### **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 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 Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

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

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

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

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

#### **3.1.3 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **3.1.4 SACC Manual Clauses**

### **Section III: Certifications**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**



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#### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

##### **4.1.1 Technical Evaluation**

Mandatory technical evaluation criteria are included in Annex "A.1".

##### **4.1.2 Financial Evaluation**

###### **4.1.2.1 Mandatory Financial Criteria**

Mandatory Financial criteria are included in Annex "B".

#### **4.2 Basis of Selection**

##### **4.2.1 Mandatory Technical Criteria**

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

### **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**

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

### 5.1.2 Temporary Authority to Operate

In accordance with the Aeronautics Act, while providing defence related services for the DND/CAF, the Contractor (and aircraft operator, if separate organization) will operate under the airworthiness oversight of the DND/CAF. In particular, the aircraft operator must be in possession of a Temporary Authority to Operate (TAO) to conduct parachute training at bid closing issued by the DND/CAF Technical Airworthiness Authority and Operational Airworthiness Authority (OAA).

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

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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 Additional Certifications Precedent to Contract Award

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### 5.2.3.1 Canadian Content Certification

**5.2.3.1.1** SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

#### 5.2.3.1.2 Conditionally Limited

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

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

## PART 6 - INSURANCE REQUIREMENTS

### 6.1 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "E".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

#### 7.1.1 Task Authorization

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

##### 7.1.2.1 Task Authorization Process

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

Task Authorization Process:

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1. The Project Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" form specified in Annex "G".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority within FIVE/05 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

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

The Project Authority may authorize individual task authorizations up to a limit of \$100,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### **7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,  
  
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and  
  
"Minimum Contract Value" means \$100,000.00.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under Authorized Task Authorizations under the Contract.

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The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on an annual basis to the Contracting Authority.

The annual periods are defined as follows:

Date of award to March 31, 2021  
April 1, 2021 to March 31, 2022  
April 1, 2022 to March 31, 2023  
April 1, 2023 to December 31, 2023

The data must be submitted to the Contracting Authority no later than 05/FIVE calendar days after the end of the reporting period.

### Reporting Requirement- Details

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

#### For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

#### For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

### 7.1.2.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the **Project Authority at 19 Wing Comox**. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## 7.2 Standard Clauses and Conditions

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

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## **7.2.1 General Conditions**

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## **7.3 Security Requirements**

**7.3.1** There is no security requirement applicable to the Contract.

## **7.4 Term of Contract**

### **7.4.1 Period of the Contract**

The period of the Contract is from date of contract award through December 31, 2023, inclusive.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Elsie Mountford  
Title: Intern Officer  
Public Works and Government Services Canada, Acquisitions Branch  
Address: 1230 Government Street, Victoria, BC V8W 3X4  
Telephone: 236-464-3238  
E-mail address: elsie-may.mountford@pwgsc-tpsgc.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.

In the event that you are unable to contact the above noted Authority, please contact  
PAC.VICCA@tpsgc-pwgsc.gc.ca.

### **7.5.2 Project Authority**

The Project Authority for the Contract is: *(to be provided at Contract award)*

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the

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Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 7.5.4 Contractor's Representative

##### ***Bidder to complete.***

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

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

#### 7.7 Payment

##### **7.7.1 Basis of Payment: Individual Task Authorizations**

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at "Annex "B".

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Customs duties are included and the Goods and Services Tax (GST) is extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ (to be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 7 percent committed, or
  - b. four (4) months before the contract expiry date, or

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- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.7.3 Travel and Living Expenses - National Joint Council Travel Directive**

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 allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), 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 authorization of the Project Authority.

All payments are subject to government audit.

### **7.7.4 Method of Payment**

#### **7.7.4.1 H1000C (2008-05-12) Single Payment**

### **7.7.5 SACC Manual Clauses**

[A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department  
[C0711C](#) (2008-05-12), Time Verification

### **7.7.6 Electronic Payment of Invoices – Contract**

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

*(as specified in Annex “C”)*

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

## **7.8 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions. The invoice must show the Task Authorization (TA) number and, as applicable, the description of the milestone invoiced. Invoices cannot be submitted until all work identified on the invoice is completed.



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For TAs subject to a Limitation of Expenditure or a Ceiling Price, each invoice must be supported by:

- a. a list of all expenses, in accordance with the TA;
- b. a copy of time sheets to support the time claimed;
- c. a copy of the release document and any other document(s) as specified in the Contract;
- d. a copy of invoices, receipts, vouchers for all direct expenses, travel and living expenses;

2. Invoices must be distributed as follows:

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

19 Wing Comox  
CFSSAR – Business Manager  
PO Box 1000, Station Main  
National Defence  
Lazo, B.C. V0R 2K0

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

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

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

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

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

### **7.9.3 SACC Manual Clauses**

[A3060C \(2008-05-12\) Canadian Content Certification](#)

## **7.10 Applicable Laws**

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

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### 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28), General Conditions - Higher Complexity -Services;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "E", Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated \_\_\_\_\_.

### 7.12 SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations  
D3014C (2007-11-30), Transportation of Dangerous Goods/Hazardous Products

### 7.13 Insurance – Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 7.14 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 "[Dispute Resolution](#)".

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## ANNEX "A"- STATEMENT OF WORK

### A.1 Requirement

The Department of National Defence - Canadian Forces School of Search and Rescue (CFSSAR) requires parachute operations support in the provision of an aircraft resource with crew to conduct domestic parachute training programs.

This Statement of Work describes the mandatory and technical requirements of the aircraft resource required to support the parachute training programs.

MANDATORY REQUIREMENTS
<ol style="list-style-type: none"><li>1. In accordance with the Aeronautics Act, while providing defence-related services for the DND/CAF, the Contractor (and aircraft operator, if separate organization) will operate under the airworthiness oversight of the DND/CAF. In particular, the aircraft operator must be capable of being awarded a Temporary Authority to Operate (TAO) to conduct parachute training. A TAO is an authorization that is issued by the DND/CAF airworthiness staffs to a civil organization in order to authorize that organization to conduct defence-related services for the DND/CAF. Activity cannot commence until the aircraft operator is in possession of a valid TAO issued by the DND/CAF Technical Airworthiness Authority (TAA) and Operational Airworthiness Authority (OAA). To qualify for the award of a TAO, the aircraft operator must be approved for parachute operations by a civil airworthiness authority acceptable to the DND/CAF airworthiness staffs, must meet the requirements of the DND/CAF Airworthiness Programme and be assessed by DND/CAF airworthiness staffs to be acceptable for the award of a TAO. In making that assessment the DND/CAF will give credit if the aircraft operator meets at least one of the following conditions:<ol style="list-style-type: none"><li>a. Hold a valid Air Operator Certificate (AOC), issued by Transport Canada Civil Aviation (TCCA) under Canadian Aviation Regulations (CARs) Part VII, or issued by the FAA under Title 14 Subchapter G (e.g. Part 119, 121, 125 or 135).</li><li>b. Hold an appropriate AOC issued by an authority acceptable to the DND/CAF for the provision of this service.</li><li>c. Be registered with TCCA as a Private Operator in accordance with CARs Part VI.</li></ol></li></ol>

d. Be authorized by the FAA as a private operator in accordance with FAR Part 91 Subpart K.

e. Foreign organizations who are authorized to operate as a private operator under the general provisions of FAR Part 91, or who hold an authorization for operations in Canada issued by the FAA (i.e. under NAFTA), may also be acceptable, provided that they meet the intent of the requirements of the DND/CAF private operator checklists (e.g., maintenance programme and control system, flight safety programme, aircrew training system, control of spare parts, etc.).

Note:

Some airworthiness requirements are specific to Canada. Nevertheless, foreign airworthiness programmes may have equivalents or foreign terms may be able to be substituted. Foreign standards that meet the intent of the DND/CAF Airworthiness Programme may be acceptable if they are deemed equivalent by the DND/CAF. For example, the DND/CAF may accept foreign maintenance engineers if they meet training/experience standards that are equivalent to those required by the DND/CAF or as outlined in the CARs. Foreign civil or military operator approvals or maintenance control systems must be referred to DND/CAF airworthiness staffs for guidance on the acceptability of such systems. The DND/CAF checklists for private operators under Part 91 are available on request.

2. The aircraft operator agrees that, representatives of Canada may conduct, at their discretion, a survey of its facilities, to determine the technical capabilities for performance of the work described herein. The aircraft operator hereby agrees to make its facilities, including its resources and documentation, available for this purpose.

3. Services provided are to be in accordance with Canadian Armed Forces (CAF) parachute safety regulations for Search and Rescue Technicians contained in Air Command Orders, including Standard Maneuvering Manuals and in accordance with the requirements and orders specified in the TAO. Copies of the relevant Orders and Manuals are available upon request.

4. Contracted aircrew/aircraft must be capable of flying and delivering parachute personnel to remote landing airstrips. All Contractor personnel acting as flight crew must each hold a valid flight crew licence as defined in CARs Part IV (or equivalent), endorsed with ratings appropriate to the air services being provided, including the ability to conduct flights under Instrument Flight Rules (IFR) when required.

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5. The Contractor / aircraft operator must obtain and maintain all permits, licences and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide to the DND/CAF a copy of any such permit, licence or certificate. The Contractor is responsible for providing, as necessary, any Supplemental Type Certificate (STC), Aircraft Flight Manual (AFM) Supplement and Maintenance Manual Supplement, as appropriate, pertaining to any modifications to the aircraft required for the service to be provided. During the period of this requirement, any modifications, upgrades and/or design changes or (to the aircraft or operating procedures or carry on equipment), that might have an impact on the services being provided to the DND/CAF, must be notified to the DND/CAF airworthiness staffs to facilitate an assessment of whether or not a DND flight permit and/or design approval/acceptance will be required

#### TECHNICAL REQUIREMENTS

1. Each aircraft used to fulfil the contract must have a civil flight authority issued by a regulatory body acceptable to the DND/CAF (i.e. TCCA US FAA or UK CAA etc.). The aircraft must be capable of successfully executing the missions, as tasked, within the limitations of the civil Type Certificate and civil flight authorities (Certificate of Airworthiness (C of A), Special C of A or appropriate flight permit etc.) of the applicable aircraft, and any applicable AOC.
2. Environmental - All aircraft systems and equipment must be fully operable in air temperatures ranging from -40 C to +40 C.
3. Fire safety equipment must be fitted as defined in the CARs.
4. The ramp/floor area must be a minimum of 1.9 m wide with an anti-skid surface.
5. The ramp must be capable of being operated in flight. Aircraft must be equipped with a retrieval system for hung-up jumpers.

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6. The aircraft must be capable of conducting personnel parachute drops from 1500 ft. AGL up to 12,500 ft. AGL. Supplementary oxygen must be utilized at all times when operating at cabin altitudes greater than 10,000 feet.
7. The aircraft must be capable of carrying 12 jumpers with full equipment, each jumper weighing an average of 265 lbs
8. The aircraft provided for the purpose of this charter must be equipped with serviceable radio equipment capable of transmitting and receiving on frequencies in use at departure, enroute and destination; and with an Emergency Locator Transmitter (ELT).

Notes:

1. CFSSAR will forward visiting contractor's particulars to 19 Wing Operations (19 WOps). The aircraft operator is to contact 19 WOps (250) 339-8231 / 8233 one week prior to arriving in Comox to receive a Prior Permission Required number (PPR).
2. CFSSAR will provide the aircraft operator's flight crew with a Standards and Training Briefing on all SAR equipment, in-flight procedures and in-flight emergency procedures.
3. CFSSAR will provide military safety person, jump master and associated equipment during all parachuting activity.

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## A.2 **Terminology / Glossary**

Word	Description
AB INITIO	Initial training for those with no experience (Basic).
AGL	Above Ground Level, altitude.
AIA	Airworthiness Investigative Authority
AOC	Air Operator Certificate
ASD	Alternate Service Delivery Aircraft.
CARs	Canadian Aviation Regulations
CofA	Certificate of Airworthiness
DND/CAF Authorized Representative	Department of National Defence / Canadian Armed Forces. The Authorized Representative may be the Technical Authority (TA) or DND/CAF personnel in charge of the operation being conducted.
DZ	Parachute landing area or drop zone (DZ) which parachutist targets for landing.
FAA	Federal Aviation Administration
FARs	Federal Aviation Regulations
FOM	Flight Operations Manual
OAA	Operational Airworthiness Authority
Phase NCM	Normally a Sergeant (SGT), sometimes a Warrant Officer (WO), who is a Non-Commissioned Member (NCM) in charge of the training phase being conducted.
PPR	Prior Permission Required
RTM	Restricted Team Member - Ab Initio/Initial Search and Rescue Technician (SAR Tech) training. A year-long course consisting of multiple phases of instructions covering several rescue disciplines/skill sets.
STC	Supplemental Type Certificate
TA	Technical Authority (the DND/CAF primary authorized representative for the contract)
TAA	Technical Airworthiness Authority

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TAO	Temporary Authority to Operate is a military flight authorization that authorizes a civilian organization to provide defence-related services for the DND/CAF and signifies that these services are under the airworthiness authority and oversight of the DND/CAF. A TAO supplements the civil flight authority for the aircraft (i.e., Certificate of Airworthiness (CofA), Special CofA Limited or flight permit). Any relaxations or restrictions on the civil flight authority when operating for the DND/CAF are detailed in a TAO and/or specified in a DND/CAF flight permit. A TAO also includes details of the regulations, rules and orders applicable to the types of operations and any exemptions from those civilian or military regulations, rules and orders. Electronic copies of applicable military rules and orders will be provided to the Contractor. The combination of a TAO, a tasking request and any associated DND/CAF flight permit comprise the DND/CAF authority for defence-related services. Therefore, a copy of the TAO, the tasking request for each flight or series of flights, and any additional DND/CAF flight permit must be carried on board each applicable aircraft while undertaking defence-related services for the DND/CAF.
TCCA	Transport Canada Civil Aviation

DELIVERABLES
<p>The following are deliverables which are due as specified. The Contractor is to provide:</p> <ol style="list-style-type: none"><li>1. A comprehensive aircraft capability and walk through brief that includes: all aircraft ground and in-flight procedures / emergencies.</li><li>2. All daily, weekly, and end of training information / documentation to the Project Authority or PHASE NCM/Training Staff for CFSSAR records.</li><li>3. Proof of insurance, as specified in Annex "E".</li><li>4. Proof of approval (by a regulator acceptable to the DND/CAF airworthiness staffs) for the conduct of parachute operations.</li><li>5. Any and all documents that demonstrate to the satisfaction of the TAA and OAA that the Contractor meets the requirements of the DND/CAF airworthiness programme.</li><li>6. Recent audit reports of the contractor's organization by a civil and/or military regulator.</li></ol>



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**Parachute Programmes to be delivered annually**  
(training dates will fluctuate slightly each year)

**Task 1** Staff Jump Camp – Conducted 23 Nov 2020 – 4 Dec 2020, staged out of CFSSAR proper at 19 Wing Comox, BC for approximately 15 staff. This is a non-recurring onetime event.

**Task 2** Basic Parachute Programme (RTM and Para Recertification) - Conducted 26 April 2021 – 7 May 2021, staged out of CFSSAR proper at 19 Wing Comox, BC, for approximately 30 staff and students. This is an annual requirement with these approximate dates.

**Task 3** Final operations training staged out of CFSSAR's Jarvis Lake Detachment in Hinton, AB for approximately 20 staff and students 7-16 June 2021. This is an annual requirement with these approximate dates.

**Task 4** Instructor Parachute Program conducted 23 – 27 August 2021 (tentative), staged out of 19 Wing / CFSSAR proper in Comox, BC, for approximately 15 CFSSAR staff. This is an annual requirement with these approximate dates.

**CONSTRAINTS**

1. Training may be conducted any day of the week. Typical activity is during the weekdays from 0730 to 17:00. In the event of inclement weather or unforeseen circumstances, weekends, evenings and nights will be used to meet training objectives.
2. Occasionally, night parachute operations will be conducted based on training plans and SAR Tech currencies. At least 24 hours' notice will be given to the Contractor in advance of forecasted night jumps.
3. Aircraft are to be provided for Staff Jump Camp which is nominally scheduled for 23 Nov 2020 – 4 Dec 2020, staged out of CFSSAR proper at 19 Wing Comox, BC, for approximately 15 staff.

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4. Aircraft are to be provided for Parachute Training which is nominally scheduled for 26 April 2021 – 7 May 2021, staged out of CFSSAR proper at 19 Wing Comox, BC, for approximately 30 staff and students. This date will fluctuate slightly annually.
5. Aircraft are to be provided for Final Operations Training which will be staged out of CFSSAR's Jarvis Lake Detachment in Hinton, AB for approximately 20 staff and students 7-16 June 2021. This date will fluctuate slightly annually.
6. Provide resource for Instructor Parachute Program conducted 23-27 August 2021 (tentative), staged out of 19 Wing / CFSSAR proper in Comox, BC, for approximately 15 CFSSAR staff. This date will fluctuate slightly annually.

### A.3 Air Transportation

The Contractor must comply with the provisions of the Aeronautics Act, R.S.C. 1985, c. A-2, the DND/CAF airworthiness programme and with all regulations, directions, orders and rules made pursuant thereof which are applicable to the services to be performed under the Contract.

The pilot-in-command of the aircraft must act upon instructions given by the TA, or other DND/CAF Authorized Representative, in respect of the scheduling and operational use of the aircraft, subject to serviceability of the aircraft and prevailing weather conditions.

When, for safety or other reasons, the aircraft operator or pilot-in-command suspends a flight or any portion of the specified service, a written statement of cause is to be provided to the DND/CAF Authorized Representative.

### A.4 Aircrew Requirements – Fixed Wing

The pilot-in-command must have flown a minimum of 1,000 hours on fixed wing aircraft, including 250 hours as pilot-in-command of the type of aircraft specified and 250 hours in areas similar to the contract area of operation. When so requested by the TA, or other DND/CAF Authorized Representative, the contractor must provide documentary proof of aircrew qualifications, ratings and experience.

Crew duty times of the aircraft operator's flight crew must be within civil limits of the flight crew licences and regulations.

The aircraft operator's flight crew must conduct ground and flight operations in accordance with applicable DND/CAF Flying Orders, in particular RCAF Flight Operations Manual (FOM), Chapter 4, Sections 4.2 to 4.3, which will be provided with the TAO.

The DND/CAF reserves the right to review the Contractor's / aircraft operator's operational procedures and provide guidance whenever necessary.

If at any time during the course of the operations, the flight crew, the maintenance crew or both are considered by the identified user to be unsatisfactory for safety or other reasons, the TA, or other DND/CAF Authorized Representative, may notify the contractor in writing that the flight crew, the maintenance crew or both must be replaced. The TA will immediately advise the contracting authority of the problem with the crew(s). Upon receiving such notification, the contractor must immediately withdraw and replace the crew specified in the notice. The contractor must advise the contracting authority of the corrective action taken. The aircraft involved must be considered unserviceable until a satisfactory crew resumes operations.

#### A.5 **Air Contract Conditions**

##### 1.0 Interpretation

1.1 "Day" means any period 24 consecutive hours.

1.2 "Month" means any period of 30 consecutive days.

1.3 "Flight" means the movement of an aircraft from the point of take-off to the first point of landing.

##### 2. Operation, Interruption or Cancellation of Flights

2.1 The aircraft must be identified by registration markings and must be either owned or controlled by the Contractor / aircraft operator in such a manner as to ensure exclusive operational control over the aircraft and its contents and crew thereof while conducting defence-related services for the DND/CAF.

2.2 The Contractor must provide all personnel, facilities, supplies and equipment to properly support and perform this contract. Support must include, but need not be limited to, the following aircraft services:

- a. Maintenance.
- b. Fleet Service.
- c. Supply Support, spare parts and engines, as required.
- d. Operational personnel sufficient to support the contracted services.
- e. Responsibility for weight and balance of the aircraft on all flights.

2.3 When action is considered by the Contractor and/or aircraft operator to be necessary owing to the unserviceability of the aircraft, weather conditions or other conditions beyond the control of the aircraft operator, the Contractor may do any of the following:

- a. Cancel or terminate a flight at any time.
- b. Return to base or to the last point of landing.
- c. Divert or land at an intermediate point.

2.4 When providing defence-related services for the DND/CAF, the Contractor's aircraft are considered to be military aircraft for the purposes of the Aeronautics Act and the Ministerial Delegations to the OAA, the TAA and the Airworthiness Investigative Authority (AIA). Airworthiness oversight will be conducted by the DND/CAF airworthiness staff.

2.5 While providing defence-related services for the DND/CAF, the Contractor's aircraft and crews will be subject to the same applicable aerospace control procedures, orders and rules as other DND/CAF aircraft and crews, including DND/CAF Flight Safety Programme reporting protocols and procedures established by the DND/CAF AIA, and the use of any military call sign allocated. The Contractor must operate under the guidance of an aviation safety programme meeting the intent of A-GA-135-001/AA-001 "*Flight Safety Programme for the Canadian Armed Forces*", as determined by the DND/CAF.

2.6 In accordance with the Aeronautics Act and other agreements, the responsibility for aviation accident investigations (in part) transfers to the DND/CAF during DND/CAF tasked defence-related services. Thus, in the event of an incident or accident, the Contractor must allow Aircraft Accident Investigators, appointed by the AIA, access to all relevant data, personnel, documentation and facilities to support a DND/CAF Flight Safety investigation. Documents to be provided include (but are not limited to) the Company Operations Manual, Company and Aircraft Standard Operating Procedures (SOPs), Aircraft Flight Manual, Aircraft Cockpit Checklist, Aircrew Flight Training Records, Aircraft Journey Log and Aircraft Maintenance and Parts Manuals. Company subject matter experts must be provided to the AIA to assist with an accident investigation, upon request. Flight safety incidents and/or accidents may also be reportable to the Transportation Safety Board, Transport Canada Foreign Inspection Division (for foreign operators) or National Operations - Airlines Division (for Canadian operators), as appropriate.

### 3. Dangerous Goods or Hazardous Products

When and where appropriate, the Contractor must comply with all laws, regulations and DND/CAF orders applicable to the carriage of dangerous goods or hazardous products.

#### 4. Space for Aircraft Operator's Use

Any capacity in the contracted aircraft that is not being utilized by DND/CAF may, unless DND/CAF objects, be used by the aircraft operator for carriage of its own personnel, baggage or goods.

#### 5. Cancellations, Non-completions or Deviations

5.1 When a contracted flight is cancelled by the Contractor or aircraft operator after commencement, charges will apply for the completed portion only.

5.2 No charges will apply to the DND/CAF:

- a. where flights are not completed due to mechanical failure or crew casualties and the aircraft operator fails to arrange satisfactory alternative transportation;  
or
- b. in respect of any flying in an unsuccessful attempt to complete a flight required under the task.

#### 6. Substitution of Aircraft

6.1 When, owing to causes beyond the control of the aircraft operator, the aircraft is unavailable at the time that the task commences or becomes unavailable while carrying out the task, the aircraft operator may furnish another aircraft of the same type or, with the consent of the DND/CAF, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally contracted except as provided in subsections 6.2 and 6.3.

6.2 When a substitute aircraft is capable of a larger payload than the aircraft originally contracted, the payload carried in the substitute aircraft must not be greater than the payload that would have been available in the aircraft originally contracted, unless the DND/CAF agrees to pay the rates and charges applicable to the substitute aircraft.

6.3 When the maximum payload of a substitute aircraft is smaller than the maximum payload of the aircraft originally contracted, charges will be based on the rates and charges applicable to the type of substitute aircraft, except that where such rates and charges are higher than those for the aircraft originally contracted, the rates and charges for the original aircraft contracted will apply.

#### 7. Determination of Firm Rate per Hour

7.1 Except as provided in subsection 7.2, the hours and minutes for which a charge is made must be computed from the time the aircraft leaves the surface of the earth to the time when the aircraft touches the surface of the earth at the next point of landing. The term "Firm Rate

per Hour" is an hourly charge or portion of an hourly charge of "Air Time" as defined in the Canadian Aviation Regulations, Part VIII, Air Navigation Services, and will be the basis of calculating charges for air services.

7.2 When operations involve a continuous succession of flights, each of less than ten (10) minutes duration, and the engines are not shut down between such flights, air time must be computed from the time the aircraft leaves the surface of the earth for the first flight to the time when the aircraft touches the surface of the earth at the final point of landing.

7.3 In determining the duration of a flight:

- a. each fraction of an hour must be stated as a decimal, established on the basis of a six-minute period.
- b. each period of less than three minutes must be rounded to zero.
- c. each period of between three and six minutes must be rounded to six minutes, except that no flight must be considered to have a duration of less than 0.1 hour.

## 8. Application of Rates and Charges Fixed Wing Only

8.1 Rates per mile must apply for all point-to-point flights where flight distances are measurable.

8.2 Rates by hour must apply when the aircraft operator is providing an air service for the DND/CAF engaged in operations involving flights or parts of flights where flight distances are not measurable, or when requested by the DND/CAF and such request is noted by the aircraft operator on the invoice.

## 9. Methods of Measuring Distance Fixed Wing Only

9.1 When a flight is required to be flown over airways routes or routes prescribed by the Department of Transport, the distances must be measured in straight lines along such routes.

9.2 The distances of flights, other than a flight referred to in subsection 9.1, must be measured in a straight line between the places of commencement and completion of the Work provided for in the contract, using standard 8 miles to 1 inch aeronautical charts of the National Topographic Series, as issued by the Department of Natural Resources, Ottawa.

## A.6 **Inspection by – DND/CAF**

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All services provided must be approved by the DND/CAF or its Authorized Representative who will have the right to inspect the aircraft and technical and operational documentation including (but not limited to) flight plans or flight notifications, loading records, technical logs and aircrew logbooks, maintenance records and training records, to ensure compliance with the conditions of the contract, the TAO and the DND/CAF Airworthiness Programme.

#### **A.7 Safety Briefing**

The pilot-in-command of the aircraft must ensure that all persons on board are given a safety briefing before take-off as outlined in CAR 602.89, or in other format acceptable to the DND/CAF. If a series of similar or repetitive flights are to be conducted, the safety briefing may be delivered only once before the first flight of each day. Before each subsequent flight of each day, the pilot-in-command need brief only those items which have changed since the first safety briefing of the day. The briefing must include, as a minimum, the following:

- a. Danger Areas.
- b. Personal safety equipment, including the donning of life preservers.
- c. Location of the survival and emergency equipment.
- d. Emergency procedures.
- e. Location and operation of emergency exits.

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## ANNEX "A.1" – MANDATORY TECHNICAL EVALUATION CRITERIA

**Bidders who do not meet these mandatory criteria will be deemed non-responsive.**

**Substantial Information:** Bidders must demonstrate their compliance with **EACH AND EVERY** section of the evaluation criteria by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a page reference indicating clearly where the substantial information for each of the sections identified below can be found (*fill in right hand column of evaluation table*).

Item	Mandatory Technical Evaluation Criteria (at bid closing)	Complies	Does not comply	Bid Reference pg. #
1	In accordance with the Aeronautics Act, while providing defence related services for the DND/CAF, the Contractor (and aircraft operator, if separate organization) will operate under the airworthiness oversight of the DND/CAF. In particular, the aircraft operator must be in possession of a Temporary Authority to Operate (TAO) to conduct parachute training at bid closing issued by the DND/CAF Technical Airworthiness Authority and Operational Airworthiness Authority (OAA).			
2	The aircraft operator agrees that, representatives of Canada may conduct, at their discretion, a survey of its facilities, to determine the technical capabilities for performance of the work described herein. The aircraft operator hereby agrees to make its facilities, including its resources and documentation, available for this purpose.			
3	Services provided are to be in accordance with Canadian Armed Forces (CAF) parachute safety regulations for Search and Rescue Technicians contained in Air Command Orders, including Standard Maneuvering Manuals and in accordance with the requirements and orders specified in the TAO. Copies of the relevant Orders and Manuals are available upon request.			
4	Contracted aircrew/aircraft must be capable of flying and delivering parachute personnel to remote landing airstrips. All Contractor personnel acting as flight crew must each hold a valid flight crew licence as defined in CARs Part IV (or equivalent), endorsed with ratings appropriate to the air services being provided, including the ability to conduct flights under Instrument Flight Rules (IFR) when required.			
5	The Contractor / aircraft operator must obtain and maintain all permits, licences and certificates of approval required for the work to be performed under any applicable federal, provincial or			



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Item	Mandatory Technical Evaluation Criteria (at bid closing)	Complies	Does not comply	Bid Reference pg. #
	municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide to the DND/CAF a copy of any such permit, licence or certificate. The Contractor is responsible for providing, as necessary, any Supplemental Type Certificate (STC), Aircraft Flight Manual (AFM) Supplement and Maintenance Manual Supplement, as appropriate, pertaining to any modifications to the aircraft required for the service to be provided. During the period of this requirement, any modifications, upgrades and/or design changes or (to the aircraft or operating procedures or carry on equipment), that might have an impact on the services being provided to the DND/CAF, must be notified to the DND/CAF airworthiness staffs to facilitate an assessment of whether or not a DND flight permit and/or design approval/acceptance will be required			
6	Each aircraft used to fulfil the contract must have a civil flight authority issued by a regulatory body acceptable to the DND/CAF (i.e. TCCA US FAA or UK CAA etc.). The aircraft must be capable of successfully executing the missions, as tasked, within the limitations of the civil Type Certificate and civil flight authorities (Certificate of Airworthiness (C of A), Special C of A or appropriate flight permit etc.) of the applicable aircraft, and any applicable AOC.			
7	Environmental - All aircraft systems and equipment must be fully operable in air temperatures ranging from -40 C to +40 C.			
8	Fire safety equipment must be fitted as defined in the CARs.			
9	The aircraft must be multi turbine-engine powered with a tail-gate ramp and be capable of conducting static line and free fall operations for standing/equipment parachutist exits.			
10	The ramp/floor area must be a minimum of 1.9 m wide with an anti-skid surface.			
11	The ramp must be capable of being operated in flight. Aircraft must be equipped with a retrieval system for hung-up jumpers.			
12	The aircraft must be capable of conducting personnel parachute drops from 1500 ft. AGL up to 12,500 ft. AGL. Supplementary oxygen must be utilized at all times when operating at cabin altitudes greater than 10,000 feet.			

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Item	Mandatory Technical Evaluation Criteria (at bid closing)	Complies	Does not comply	Bid Reference pg. #
13	The aircraft must be capable of carrying 12 jumpers with full equipment, each jumper weighing an average of 265 lbs			
14	The aircraft provided for the purpose of this charter must be equipped with serviceable radio equipment capable of transmitting and receiving on frequencies in use at departure, enroute and destination; and with an Emergency Locator Transmitter (ELT).			
15	The pilot-in-command must have flown a minimum of 1,000 hours on fixed wing aircraft, including 250 hours as pilot-in-command of the type of aircraft specified and 250 hours in areas similar to the contract area of operation.			
16	The aircraft must be identified by registration markings and must be either owned or controlled by the Contractor / aircraft operator in such a manner as to ensure exclusive operational control over the aircraft and its contents and crew thereof while conducting defence related services for the DND/CAF.			

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## **ANNEX "B" - BASIS OF PAYMENT**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with the basis of payment detailed below:

### **1. Price**

The Contract shall be in Canadian dollars, the Goods and Services Tax excluded, FOB Destination, Canadian customs duties and excise taxes included.

### **2. All-inclusive Firm Hourly or Mileage Rate**

The Contract is for firm all-inclusive hourly or mileage rate in accordance with A.5.8 Application of Rates and Charges of Annex A.

### **3. Reimbursable Expenses: Airport Fee, NavCan Charges, Air Travelers Security Charge and Miscellaneous Charges (if applicable) travel and accommodations**

- a. Airport Improvement Fee (AIF), if applicable, shall be reimbursed at cost, with no allowance for overhead or profit. In lieu of receipts, the aircraft operator must provide evidence of the airport charge at the commencement of the contract.
- b. NavCan Charges and Miscellaneous Charges such as ground handling, and de-icing (if required), shall be reimbursed at cost, supported by receipts, with no allowance for overhead or profit.
- c. Air Travelers Security Charges (ATSC), if applicable, will be paid by the DND/CAF and collected by the aircraft operator at listed airports for the ATSC.

### **4. Costs and Tariffs**

- a. Bidders must include all costs/rates associated with this requirement. Any costs/rates not identified in this bid will not be considered.
- b. The National Transportation Agency require that bidders bid in accordance with their tariff filed at their premises, therefore each bidder is responsible for ensuring that its tariff conforms to the terms and conditions as set out herein.

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## **5. Escalation Conditions**

The net prices quoted herein are subject to revision upwards or downwards to cover changes in costs after contract award in the following elements:

Imposition of any new or changes to existing levies, tariffs or fees of whatsoever nature applicable to any product, authorized, imposed or agreed to after contract award by the Government of Canada or any provincial government or by any Governmental Regulatory Authority.

## **6. Fuel Costs**

Hourly and Mileage Rates are exclusive of fuel, which will be invoiced based on the actual price of the fuel on the day of the flight and will be supported with copies of the receipt, with no allowance for overhead or profit.

Aircraft shall be deemed empty at the time of departure with reimbursable fuel starting prior to departure from the Contractor's base and ending on the last travel day with aircraft returned as empty on the last day of travel. Aircraft is not refueled upon return to the Contractor's base of operations.

The fuel required while conducting operations shall be paid as follows:

- a. While conducting operations at CFB Comox, fuel shall be provided at no cost.
- b. While conducting operations outside of CFB Comox, fuel shall be the responsibility of the contractor, and shall be submitted as a reimbursable expense at cost, supported by receipts, with no provision for markup.

## **7. Crew Costs**

### **Travel and Living Expenses**

While delivering defence-related services at a DND/CAF Base and when possible, food and lodging will be provided at the Base and will be disbursed by DND/CAF. In such an event, the aforementioned costs will not be reimbursable to the Contractor. When not housed in military quarters, the contractor will be reimbursed its authorized travel and living expenses in accordance with Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

## **8. Positioning/Repositioning Fees**

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CFSSAR will pay positioning/repositioning fees as forecasted and accepted in the contract.

**9. Hourly Rate**

CFSSAR will pay a "Dry" hourly rate (Annex B Table 2) for aircraft/crew resource. In the event of a no fly day or flying less than 3 hours the Contractor will be paid a minimum of 3 hours flying time.

**10. Contractor's designated base of operations: \_\_\_\_\_**

This is the location from which contracted operations shall normally commence.

In the event that the resource is located closer to the area from which services will be conducted, then the positioning/repositioning fees shall be applicable from that location. In no event will positioning/repositioning fees exceed the fees applicable from the designated base of operations, regardless of the position of the resource prior to commencement of the task.

	Comox, BC	Hinton, AB
Return Flight Distance (In Statute Miles) from designated Base of Operations to:	_____ SM	_____ SM

**AIRCRAFT DATA TABLE**

**Bidder must complete and return WITH THEIR BID for each type of aircraft proposed for the aircraft services requested herein.**

#	Description	
1	Aircraft Model	
2	Number of Crew	
3	Number of Passengers	

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4	Number of Engines	
5	Payload (kilograms)	
6	Cruise Speed (km per hour)	
7	Stated Fuel Consumption (Liters per Statute Mile)	<div></div> L / SM

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**TABLE 1: Positioning Costs – BIDDER TO COMPLETE:**

Year 1+ (Signing until 31 Dec 2021)			
		1	2
		Base > Comox, BC > Base	Base > Hinton, AB > Base
A	Return Flight Distance from designated Base of operations stated in Statute Miles (SM)	_____ SM	_____ SM
B	Firm Rate per Statute Mile (SM)	\$ _____	\$ _____
C	Total Firm Positioning Cost (A x B)	\$ _____	\$ _____
D	Firm Liters (L) per Statute Mile Miles (SM) from Aircraft Data Sheet (7)	_____ L / SM	_____ L / SM
E	Evaluation Fuel Cost (A x D x \$1.80)	\$ _____	\$ _____
F	<b>Positioning/Repositioning:</b> (C + E)	\$ _____	\$ _____
Year 2 (2022)			
		1	2
		Base > Comox, BC > Base	Base > Hinton, AB > Base
A	Return Flight Distance from designated Base of operations stated in Statute Miles (SM)	_____ SM	_____ SM

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B	Firm Rate per Statute Mile (SM)	\$ _____	\$ _____
C	Total Firm Positioning Cost (A x B)	\$ _____	\$ _____
D	Firm Liters (L) per Stature Mile Miles (SM) from Aircraft Data Sheet (7)	_____ L / SM	_____ L / SM
E	Evaluation Fuel Cost (A x D x \$1.80)	\$ _____	\$ _____
F	<b>Positioning/Repositioning:</b> (C + E)	\$ _____	\$ _____
	<b>Year 3 (2023)</b>		
		1	2
		Base > Comox, BC > Base	Base > Hinton, AB > Base
A	Return Flight Distance from designated Base of operations stated in Statute Miles (SM)	_____ SM	_____ SM
B	Firm Rate per Statute Mile (SM)	\$ _____	\$ _____
C	Total Firm Positioning Cost (A x B)	\$ _____	\$ _____
D	Firm Liters (L) per Stature Mile Miles (SM) from Aircraft Data Sheet (7)	_____ L / SM	_____ L / SM



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E	Evaluation Fuel Cost (A x D x \$1.80)	\$ _____	\$ _____
F	<b>Positioning/Repositioning: (C + E)</b>	\$ _____	\$ _____

### Evaluation Fuel Rate:

For the purpose of evaluation ONLY, the fuel rate listed below shall be utilized in all calculations.

**CDN \$ 1.80/Litre**, taxes included.

**TABLE 2: Firm Hourly Rate - BIDDER TO COMPLETE:**

	Year 1 +	Year 2	Year 3
Firm Hourly Rate (for aircraft and crew)  The Contractor may charge a maximum of <b>three (3) hours per day as a stand-by rate</b> when the aircraft is scheduled to fly but is not flown due to CFSSAR's decision not to conduct parachute operations, or on days when the minimum flight time does not reach 3 hours.			

**TABLE 3: Financial Evaluation**

THE FOLLOWING FORMULA WILL BE USED FOR THE PURPOSE OF EVALUATION ONLY:

Year 1 +

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Amd. No. - N° de la modif.  
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VIC-0-43050

Buyer ID - Id de l'acheteur  
VIC261  
CCC No./N° CCC - FMS No./N° VME

Two return trips from/ designated base of Operations Comox, BC.	2 x F1	\$_____
One return trip from/to designated base of Operations to Hinton, AB.	1 x F2	\$_____
Annual Estimate of 100 billable flying hours.	100 hours x Table 2 Rate	\$_____
	<b>Estimated Total Year 1 +</b>	<b>\$_____</b>

## Year 2

Two return trips from/ designated base of Operations Comox, BC.	2 x F1	\$_____
One return trip from/to designated base of Operations to Hinton, AB.	1 x F2	\$_____
Annual Estimate of 100 billable flying hours.	100 hours x Table 2 Rate	\$_____
	<b>Estimated Total Year 2</b>	<b>\$_____</b>

## Year 3

Two return trips from/ designated base of Operations Comox, BC.	2 x F1	\$_____
One return trip from/to designated base of Operations to Hinton, AB.	1 x F2	\$_____
Annual Estimate of 100 billable flying hours.	100 hours x Table 2 Rate	\$_____

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	<b>Estimated Total Year 3</b>	\$ _____
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**Total Cost**

**Estimated Total Year 1 +** \$ \_\_\_\_\_

**Estimated Total Year 2** \$ \_\_\_\_\_

**Estimated Total Year 3** \$ \_\_\_\_\_

**Total Bid Amount for evaluation purposes** \$ \_\_\_\_\_

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**ANNEX “C” to PART 3 OF THE BID SOLICITATION**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

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

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**ANNEX “D” to PART 5 OF THE BID SOLICITATION**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

**OR**

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

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

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## ANNEX “E”

### INSURANCE REQUIREMENTS

#### E.1 Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - e. Employees and, where applicable, Volunteers must be included as Additional Insured.
  - f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
  - g. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
  - i. Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
  - j. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
  - k. Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.
  - l. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **E.2 Aircraft Charter Insurance**

1. The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
  - a. liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
  - b. in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
    - i. \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
    - ii. \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
    - iii. \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft

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exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.

2. The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
3. The Contractor's insurance must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
  - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario, K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right



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to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **E.3 All Risk in Transit Insurance**

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$ 250,000.00 per shipment. Government Property must be insured on "Replacement Cost (new)" basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
  - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.
  - b. Loss Payee: Canada as its interest appears or as it may direct.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Transport and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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**ANNEX “F”**

**ANNUAL REPORTING REQUIRMENTS**

Reports must be submitted within FIVE/05 calendar days of the end of the annual reporting period.

Date of Award to March 31, 2021  
April 1, 2021 to March 31, 2022  
April 1, 2022 to March 31, 2023  
April 1, 2023 to December 31, 2023

Date of Task Authorization	Task Authorization Number	\$ Value of Task Authorization

Total number of TAs for reporting period	
Total value of TAs for reporting period (GST excluded)	

Contractor Name (printed) \_\_\_\_\_

Contractor's Representative Name (printed) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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VIC261  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “G”**

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

*(Choose and insert if applicable)*

Design: Forms Management 993-4050  
Conception : Gestion des formulaires 993-4062

## 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 626 (level 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 work 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 Project/Unit budget.

### Services

Define the requirement briefly (attach the SOW) and identify 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 diem rates/labour category hourly rates; travel and living rates; firm price/ceiling 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 626 Task form.

### Cost

The cost of the Task broken out into the individual costed items in **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 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, 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 include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these 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

### N° 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.

### À

Nom de l'entrepreneur.

### Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère 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 auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

### Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes 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 a 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. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

### Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

### Nota :

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