

National Defence

Défense nationale

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Director Services Contracting 4 (D Svcs C 4) Attention: Rob Best By e-mail to:

 $\underline{DSvcsC4Contracting\text{-}DCSvcs4Contrats@forces.gc.ca}$

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à: Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments – Commentaires

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT.

CE DOCUMENT NE CONTIENT AUCUNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.

Solicitation (Closes	_
L'invitation	prend	fin

At: - a:

2:00 PM Eastern Daylight Time (EDT)

On: - le:

17 June 2021

Title – Titre	Solicitation No. – Nº de l'invitation
Air Cadet National Online Ground	W6369-21-X055
School	
Date of Solicitation - Date de l'invitation	
07 May 2021	
Address Enquiries to: - Adresser toutes qu	estions à:
1	
by e-mail to:	
Robert.Best@forces.gc.ca	
Telephone No. – Nº de téléphone	FAX No. – Nº de fax
Telephone No. – N de telephone	FAA No. – N ue lax
Destination	
National Defence Headquarters	
101 Colonel By Drive	
Ottawa, Ontario	
K1A 0K2	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery Required – Livraison exigée	Delivery Offered – Livraison proposée
Vendor Name and Address – Raison sociale et	adresse du fournisseur
Name and title of person authorized to sign on Nom et titre de la personne autorisée à signer a d'imprimerie)	
Name – NomT	Title – Titre
Signature D	Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements associated with this bid solicitation.

1.2 Statement of Work

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- (a) Section 02, Procurement Business Number, is deleted in its entirety.
- (b) In section 05, Submission of bids, subsection 2.d) is deleted in its entirety and replaced with the following:
 - d. send its bid only to the Department of National Defence organization receiving the bids as specified on page 1 of the bid solicitation:
- (c) In section 05, Submission of bids, subsection 4 is amended as follows:

Delete: 60 days

Insert: 120 calendar days

- (d) Section 06, Late bids, is deleted in its entirety.
- (e) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:

07 Delayed bids

It is the Bidder's responsibility to ensure that its entire submission has been received. Misrouting or other e-mail delivery issues resulting in the late submission of bids are not acceptable reasons for the bid to be accepted by the Department of National Defence.

- (f) In section 08, Transmission by facsimile or by epost Connect, subsections 1.a and 2 are deleted in their entirety.
- (g) In section 20, Further information, subsection 2 is deleted in its entirety.

2.2 Submission of Bids

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

E-Mail Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure

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that its entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues to affect bid receipt, bidders are requested to include in the body of their e-mail(s) a list of all documents attached to the e-mail(s), and allow sufficient time before the closing date and time to confirm receipt. Canada will not accept any bids submitted after the closing date and time.

2.2.1 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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 <u>Financial Administration Act</u>, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

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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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid - one (1) soft copy submitted by email,

Section II: Financial Bid - one (1) soft copy submitted by email,

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

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Amd. No. - N° de la modif. 0 (Original) File No. - N° du dossier Buyer ID - Id de l'acheteur D Svcs C 4-3-4 CCC No./N° CCC - FMS No./N° VME

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

Section III: Certifications

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

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ATTACHMENT 1 to PART 3, PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid its quoted all-inclusive rate (in Can \$).

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

Course	All-Inclusive Fixed Price (Can \$)	Estimated Number of Course Serials	Total (Can \$)
	Α	В	$C = A \times B$
Initial Contract Period:			
Cost per course serial, delivered to up to 4000 participants.	\$	1	\$
Total, Period of the Contract			\$
Extended Contract period 1:			
Cost per course serial, delivered to up to 4000 participants.	\$	1	\$
Total, Extended Contract Period 1			\$
Extended Contract period 2:			
Cost per course serial, delivered to up to 4000 participants.	\$	1	\$
Total, Extended Contract Period 2			\$
Total Evaluated Price (inclusive of all or	otion periods)		\$

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.2 Basis of Selection - Mandatory Technical Criteria

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

ATTACHMENT 1 to PART 4, EVALUATION CRITERIA

1. MANDATORY EVALUATION CRITERIA

In their proposals, Bidders must demonstrate they meet the following mandatory criteria by providing complete details of the experience, including name and description of client organization, scope, timeframe (from-to dates month/year), and description of the roles and responsibilities.

Failure to meet any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration.

NO.	MANDATORY CRITERION	BID PREPARATION INSTRUCTIONS
MT1	The Bidder must clearly demonstrate it has experience delivering a minimum of two (2) online Aircraft Pilot training courses within the last five (5) years.	The necessary documentation to support the bid in meeting this criterion must detail where, when, month and year and for whom the course was delivered.
MT2	The Bidder must clearly demonstrate it has the infrastructure and capacity to deliver online Glider and Power Pilot Ground School courses to no less than 4000 students concurrently.	The necessary documentation to support the bid in meeting this criterion must include details from previous courses delivered or adequately describe of how they intend to meet the criterion.
MT3	The Bidder must clearly demonstrate that its proposed instructors have experience teaching a minimum of two (2) online Glider and Power Pilot Ground School courses within the last five (5) years.	The necessary documentation to support the bid in meeting this criterion must detail where, when, month and year and for whom the course/workshop was delivered.
MT4	The Bidder must clearly demonstrate that its proposed instructors are Transport Canada Civil Aviation (TCCA) certified instructors in accordance with CAR 406.24.	The necessary documentation to support the bid in meeting this criterion must include a copy of the valid certification for each proposed instructor.
MT5	The Bidder must clearly demonstrate it has the capacity to: A) design a detailed curriculum and a schedule for the online Glider and Power Pilot Ground School course; B) conduct examinations and assessments throughout and at the end-course points; and	The necessary documentation to support the bid in meeting this criterion must include details from previous courses delivered or adequately describe of how they intend to meet the criterion.

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NO.	MANDATORY CRITERION	BID PREPARATION INSTRUCTIONS
	C) virtually provide the required learning materials, such as but not limited to, slide decks and reference documents for students.	

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

<u>2010C</u> (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract, with the following modification:

(a) In section 01, Interpretation, the definition of "Canada", "Crown", "Her Majesty" or "the Government" is amended as follows:

Delete: Minister of Public Works and Government Services

Insert: Minister of National Defence

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the date of the Contract to _____. (to be specified in the resulting contract)

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

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6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is: (to be specified in the resulting contract)

Name: Title:

Organization: Department of National Defence

Directorate:
Address:
Telephone:
E-mail:

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.

6.5.2 Project Authority

The Project Authority for the Contract is: (to be specified in the resulting contract)

Name: Title:

Organization: Department of National Defence

Directorate: Address: Telephone: E-mail:

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

6.5.3 Contractor's Representative (to be specified in the resulting contract)

Name: Title: Address: Telephone: E-mail:

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, for a cost of \$______ (amount to be entered at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Single Payment

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

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

6.7.3 Electronic Payment of Invoices - Contract

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

- 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)

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. a copy of a progress report detailing the work completed.

Invoices must be distributed as follows:

- The original must be forwarded to the address shown on page 1 of the Contract for certification and payment; and
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 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 <u>2010C</u> (2020-05-28), General Conditions Services (Medium Complexity):
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated _____. (to be completed at contract award)

6.12 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

6.13 Dispute Resolution

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo.gc.ca.

6.14 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

ANNEX "A" - STATEMENT OF WORK

1.0 TITLE

Royal Canadian Air Cadet Online Glider and Power Pilot Ground School Training Services

2.0 BACKGROUND

Canada's Cadets and Junior Canadian Rangers (CJCR) and Royal Canadian Air Cadets (hereafter called "Air Cadets") program offers two highly-competitive, summer training opportunities to Air Cadets: The Glider Pilot Training Course (GPTC) and the Power Pilot Training Course (PPTC). The number of applicants for these courses far outstrips the number of available vacancies, so a selection process is undertaken each year. While individual academic strengths vary from Air Cadet to Air Cadet, in some instances a failure to obtain high enough grades on the entrance exam can be traced to deficiencies and lack of standardization in ground school delivery at the local squadron level.

At the current time, there is a need for a standardized, bilingual Canadian French and Canadian English (hereafter referred to as French and English) ground school training solution accessible to all eligible Air Cadets. An online ground school would therefore act as an equalizer, offering an equitable solution that provides ground school learning opportunities for selected Air Cadets across Canada. Selection of the admissible Cadets is made by the Commander Cadets and Junior Canadian Rangers (Comd CJCR).

2.1 List of Acronyms and Abbreviations

CAR	Canadian Aviation Regulations
CJCR	Cadets and Junior Canadian Rangers
GLIDE	TCCA Glider Pilot written examination
PA	Project Authority
PPAER	TCCA Private Pilot Aeroplane written examination
TCCA	Transport Canada Civil Aviation

2.2 Applicable Documents and References

Canadian Aviation Regulations	https://tc.canada.ca/en/corporate-services/acts-regulations/list-regulations/canadian-aviation-regulations-sor-96-433
TP876E - Study and Reference Guide - Glider Pilot Licence - Thirteenth Edition - September 2007	http://tc.canada.ca/sites/default/files/migrated/tp876e.pdf
TP12880E Study and Reference Guide for Written Examinations for the Private Pilot Licence Aeroplane – Fifth Edition – November 2006	https://tc.canada.ca/en/aviation/publications/tp-12880-study-reference-guide-written-examinations-private-pilot-licence-aeroplane
TCCA Glider Pilot written examination	https://tc.canada.ca/en/corporate-services/acts-regulations/list-regulations/canadian-aviation-regulations-sor-96-433/standards/standard-421-flight-crew-permits-licences-ratings-canadian-aviation-regulations-cars#421_24
TCCA Private Pilot Aeroplane written examination	https://tc.canada.ca/en/corporate-services/acts-regulations/list-regulations/canadian-aviation-

	regulations-sor-96-433/standards/standard-421-flight-crew-permits-licences-ratings-canadian-aviation-regulations-cars#421_26
CAR 406.24	https://laws-lois.justice.gc.ca/eng/regulations/sor-96- 433/page-56.html#h-991449

3.0 OBJECTIVE

The Contractor must provide a technology-based training approach using online software supplemented by training services, in both official languages, to meet the CJCR requirements in the delivery of this training program to selected Air Cadets. The online Glider and Power Pilot Ground School training course must be provided to Transport Canada Civil Aviation (TCCA) Standards in accordance with the Canadian Aviation Regulations (CARs).

The Ground School program must offer two courses of study. One course of study must follow the required training outlined in TCCA Publication TP876E - Study and Reference Guide - Glider Pilot Licence - Thirteenth Edition - September 2007 or TP12880E Study and the other must follow the required training outlines in TCCA Reference Guide for Written Examinations for the Private Pilot Licence Aeroplane – Fifth Edition – November 2006. The Air Cadet will choose which one of the two courses they will enroll to take. The Ground School program must also prepare Air Cadets for the TCCA Private Pilot Aeroplane written examination (PPAER) and the Glider Pilot written examination (GLIDE). Canada anticipates up to 4000 Air Cadets undertaking this training each year broken down by 2500 Glider Pilot and 1500 Power Pilot +/- 5%.

4.0 TASKS

4.1 Ground School Training

The Contractor must provide Glider and Power Pilot Ground School self-paced online training for the preselected Air Cadets that includes but is not limited to the following requirements:

- 4.1.1 The self-paced online training must be available to pre-selected Air Cadets for a minimum of fifteen (15) weeks beginning the first Monday in October annually;
- 4.1.2 The self-paced online training must be in accordance with CAR requirements;
- 4.1.3 The self-paced online training must provide current course content. If reference documentation changes, the Contractor must update the course content prior to October 1st annually;
- 4.1.4 The self-paced online training must include TCCA compliant, computer based lesson(s) for each subject under CARs 421.24 (GLIDE) and 421.26 (PPAER);
- 4.1.5 The self-paced online training must include study documentation (PDF, lecture slides, text document) for each Ground School module that can be printed or downloaded by the Air Cadet;
- 4.1.6 The self-paced online training must include a course outline;
- 4.1.7 The self-paced online training must include an online platform user guide to assist the Air Cadet in navigating the training;
- 4.1.8 The self-paced online training must present learning modules in a logical order;

- 4.1.9 The self-paced online training must provide unlimited self-study access for the Air Cadet during the contract period;
- 4.1.10 The self-paced online training must provide 45 hours of TCCA approved curriculum; and
- 4.1.11 Completion of the self-paced online training must be achievable within nine (9) weeks averaging no more than five (5) hours per week (45 total hours).

4.2 Training Assistance Requirements

- 4.2.1 The Contractor must provide TCCA certified instructors in accordance with CAR 406.24 to assist the Air Cadets with the course training material;
- 4.2.2 The Contractor must provide assistance and responses to Air Cadet questions in the Air Cadets' language of choice; and
- 4.2.3 The Contractor must provide responses via email or a Contractor controlled discussion board within 48 hours of receiving an Air Cadet's question.

4.3 Learning Assessment

- 4.3.1 The Contractor must provide formative learning assessments (quizzes) for each module. These quizzes must be able to be taken as many times as the Air Cadet would require for learning;
- 4.3.2 The Contractor must provide summative assessments (examinations) for each of the four mandatory subjects (Air Law, Meteorology, Navigation, and General Knowledge) in accordance with Study and Reference Guide TP876E or T12880E as applicable;
- 4.3.3 The Contractor must provide one current practice examination in a format similar to the Glider Pilot (GLIDE) and Private Pilot Aeroplane (PPAER). (In addition to the 45 hours of training);
- 4.3.4 The Contractor must provide one current final examination in a format similar to the Glider Pilot (GLIDE) and Private Pilot Aeroplane (PPAER). (In addition to the 45 hours of training);
- 4.3.5 The Contractor must maintain a current bank of 100 questions minimum per mandatory subject in order to provide a selection of questions for the examinations: and
- 4.3.6 The Contractor must immediately revoke any Air Cadet's online access to the learning platform and tools upon being requested by the PA to do so.

4.4 Reporting Student Progress

- 4.4.1 The Contractor must provide online course progress tracking data for student accounts that includes but is not limited to:
 - a. A progress bar providing a visual representation for progress in the course and comparison with time available to complete;
 - b. An ability for an Air Cadet to save progress and return to a lesson where they left off; and
 - c. Indicators marking a module as complete when a student has completed the learning module.

- 4.4.2 The Contractor must provide the PA with an ability to enroll, withdraw and access student attendance and progress, including but not limited to:
 - a. An ability to enroll or withdraw an eligible Air Cadet using Canada's Cadet Information Number (CIN);
 - b. An overview of student progress, including complete and incomplete modules; and
 - c. A current record of account activity detailing last login date and time spent on site.
- 4.4.3 The Contractor must provide the Supervisory Officer with an Air Cadet's ground school record and issue a proof of completion letter for presentation within five (5) business days upon request.

4.5 Technical Environment

- 4.5.1 The course must be provided using non-departmental networks (ie civilian internet) through Wi-Fi connectivity.
- 4.5.2 The course materials and training must be available on the following platforms:
 - a. PC (Windows);
 - b. Mobile (Android);
 - c. Mobile (iOS); and
 - d. Mac OS
- 4.5.3 The Contractor's technical environment must:
 - Assure that web content, recordings and tools are available 24 hours a day / 7 days a week during the Contract period, October to January annually;
 - b. Enable users to register and provide personal data in an automated and secure environment;
 - c. Enable customization of access rights and grouping of users;
 - d. Enable users to access their personal profile via a password, including their training schedule (completed modules, modules left to complete and time left until course end);
 - e. Enable Canada's designated Supervisory Officers to monitor activities and usage of all users, download usage reports and download Air Cadet course standing inclusive of marks;
 - f. Ensure the security of personal data and information;
 - g. Ensure all information and functionality can be accessed through a single platform; and
 - h. Provide a Lost Password and Login assistance service.
- 4.5.4 The Contractor must limit any scheduled downtime of the learning platform to no more than two (2) hours at a time and it must be conducted between 0700 1100 hours Eastern Time at a frequency of no more than once weekly. The schedule must be provided to all users and to the PA no later than five (5) business days in advance.
- 4.5.5 The Contractor must notify the PA in writing of any unforeseen outage immediately.

4.6 Certifications

4.6.1 Police Records Check (PRC) and Vulnerable Sector Screening (VSS)

The Contractor must ensure that every employee who independently interacts with Air Cadets must complete the PRC/VSS screening process. This screening must be completed by the Contractor's employee at their <u>local</u> police service and a copy of the completed certificate from the local police service must be provided to the PA prior to any unsupervised interaction with Air Cadet. In the case of any information discovered within the screening, information must be immediately provided to the PA in order to ascertain the individual's suitability for employment with Air Cadets. Refusal of the Contractor's employee to authorize or provide the screening request or any failure to accurately complete the required information must result in zero involvement with Air Cadet training.

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

In the case where a new instructor is hired during the period of the contract, the PA must be informed immediately of the status of their PRC/VSS. The instructor should not be afforded unsupervised access to the Air Cadet until this is done. In case of hardship to the Contractor, the particulars are to be provided to the PA for further investigation and consideration.

PRC/VSS are not required for Contractor staff who perform duties while Air Cadets are under Canada's supervision.

Results from online record checks such as $myBackCheck.com^{TM}$ do not meet the intent of this requirement since the VSS component is missing and will therefore not be accepted.

4.6.2 Positive Social Relations for Youth Training

Canada may require that the Contractor's employees attend positive social relations for youth or equivalent virtual training (to be determined at time of contract award). In this case, the Contractor must ensure that every Contractor employee who may have dealings with any of the Air Cadets attends this adult training package (lecture) provided by a qualified trainer appointed by Canada. Proof of attendance will be verified by the PA and must be provided to Canada.

4.7 Course Updates

- 4.7.1 Upon award, the Contractor must provide the PA access to the training platform one month in advance of training in order to verify compliance with requirements. Feedback will be provided to the Contractor within five (5) business days for adjustments to be made and incorporated to the PA's satisfaction; and
- 4.7.2 Each July 15th during the Contract period, the Contractor must complete a course review of both the Glider and Power pilot courses, to verify currency of content and improve/update delivery. Any adjustments must only be undertaken when deemed necessary by both the Contractor and the Project Authority.

5.0 DELIVERABLES

The deliverables may include, but are not limited to the following:

- a. A copy of the Course Design no later than 1 August 2021;
- b. PA access to the self-paced online training for review and feedback no later than 15 August 2021. The final version of the self-paced online training must be available for use no later than 15 September 2021;
- c. A copy of the VSS certificate for each individual as applicable under section Certifications above;
- d. A copy of the PRC for each individual as applicable under section Certifications above;
- e. If required, proof of attendance at Positive Social Relations for Youth Training for each individual as applicable under section Certifications above;
- f. An Air Cadet's Records of Attendance and Progression within five (5) business days of the PA request; and
- g. A copy of the finalized Air Cadets' Training Reports within five (5) business days of completion of training.

6.0 CONSTRAINTS

- **6.1** Contractor instructor assisted training must be carried out during weekdays with no mandatory weekend training; and
- 6.2 The individual Air Cadets will not be charged or pay any fees, administrative or membership dues.

7.0 SUPPORT PROVIDED BY CANADA

The PA will provide Supervisory Officers to oversee the Air Cadets' course progress and performance.

8.0 REPORTING REQUIREMENTS

Soft copy reports must be provided in an accessible format (Microsoft Word or an alternative format approved by the Technical Authority).

9.0 LANGUAGE REQUIREMENTS

The instructor(s) must be fluent in the French and English language. Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors.

10.0 LOCATION OF WORK

All program development, implementation, delivery and support will occur at the Contractor's designated place of work, with output accessible from all areas of Canada where internet is available. Servers may or may not be located in Canada.

Amd. No. - N° de la modif. 0 (Original) File No. - N° du dossier Buyer ID - Id de l'acheteur D Svcs C 4-3-4 CCC No./N° CCC - FMS No./N° VME

ANNEX "B" - BASIS OF PAYMENT

During the period of the Contract, and if the option(s) is exercised, during the extended period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1. Professional Fees

The Contractor will be paid all-inclusive fixed rates as follows: (to be inserted in the resulting contract)

Course	All-Inclusive Fixed Price (Can \$)	Estimated Number of Course Serials	Total (Can \$)
	Α	В	$C = A \times B$
Initial Contract Period: (to be specified in	the resulting contract)		
Cost per course serial, delivered to up to 4000 participants.	\$	1	\$
Total, Period of the Contract			\$
Extended Contract period 1: (to be specified in the resulting contract)			
Cost per course serial, delivered to up to 4000 participants.	\$	1	\$
Total, Extended Contract Period 1			\$
Extended Contract period 2: (to be specified in the resulting contract)			
Cost per course serial, delivered to up to 4000 participants.	\$	1	\$
Total, Extended Contract Period 2			\$
Total Evaluated Price (inclusive of all o	otion periods)		\$

Total Estimated Cost: (to be specified in the resulting contract)
nitial Contract Period: \$
Extended Contract Period 1 (If Option is Exercised): \$ Extended Contract Period 2 (If Option is Exercised): \$
Total Estimated Cost: \$

Buyer ID - Id de l'acheteur D Svcs C 4-3-4 CCC No./N° CCC - FMS No./N° VME

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts 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)