



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions\Travaux publics et Services
gouvernementaux Canada
See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la présentation
d'une soumission
NA
Alberta

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

Title - Sujet Aircraft Analysis Services Regulatory Takeoff and Landing Weight Analysis Services	
Solicitation No. - N° de l'invitation W3999-210001/B	Date 2021-12-15
Client Reference No. - N° de référence du client W3999-210001	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-607-12192	
File No. - N° de dossier EDM-0-43246 (607)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Mountain Standard Time MST on - le 2022-01-25 Heure Normale des Rocheuses HNR	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jenkinson, Lorraine	Buyer Id - Id de l'acheteur edm607
Telephone No. - N° de téléphone (587) 337-2458 ()	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 1 CANADIAN AIR DIVISION HEAD QUARTERS FLIGHT READINESS, BLDG 25 P.O.BOX 17000 STN FORCES WINNIPEG Manitoba R3J3Y5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et
services gouvernementaux
Canada Place/Place du Canada
Suite 1000
10th Floor/10e étage
9700 Jasper Ave/9700 ave Jasper
Edmonton
Alberta
T5J 4C3

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

TITLE: REGULATORY TAKEOFF AND LANDING WEIGHT ANALYSIS SERVICES

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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, and any other annexes.

1.2 Summary

- 1.2.1 The Department of National Defence (DND) has a requirement for regulatory takeoff and landing weight (RTOWL) analysis services. The Contractor will provide RTOWL charts as required by DND, in accordance with Airbus A310 Flight Crew Operating Manual. RTOWL charts will take in to account the performance limitations on operating from a specified runway in order to determine a maximum permissible take-off weight based on configuration, ambient pressure, temperature and surface wind conditions.

The contract will be effective for a three (3) year period, with the option to extend the term of the Contract by up to two (2) additional one (1) year periods.

- 1.2.2 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.
- 1.2.3 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.

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.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

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 Western Region Bid Receiving Unit

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

roreceptionSoumissions.wrbidreceiving@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.

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

2.3 Former Public Servant

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

2.3.1 Definitions

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

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

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

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

2.3.2 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](#).

2.3.3 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 Alberta.

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

2.6 Improvement of Requirement During Solicitation Period

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

2.7 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

The Bidder is strongly encouraged to 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.

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

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

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

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

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

3.1.1 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. Bidders should describe their capability and experience, the project management team and provide client contact(s).

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.

3.1.2 Section II: Financial Bid

3.1.2.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.1.2.2 Electronic Payment of Invoices – Bid

The Bidder must complete Annex "D" - Electronic Payment Instruments to identify which electronic payment instruments they are willing to accept.

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

If Annex "D" - 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.

3.1.2.3 Exchange Rate Fluctuation

[C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation

3.1.3 Section III: Certifications

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

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

Mandatory technical specifications criteria are included in Annex "B".

4.1.2 Financial Evaluation

4.1.2.1 The Financial evaluation will be based on Annex "C" - Basis of Payment.

4.1.2.2 *SACC Manual* Clauses

[A0220T \(2014-06-26\)](#), Evaluation of Price-Bid

[A0222T \(2014-06-26\)](#), Evaluation of Price-Canadian/Foreign Bidders

4.2 Basis of Selection

4.2.1 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.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [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 Additional Certifications Required with the Bid

5.1.2.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, Annex "E" - COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

A3005T (2010-08-16), Status and Availability of Resources

5.2.3.2 Rate or Price Certification

- a) C0001T (2007-05-25), Price Certification - Foreign Suppliers
- b) C0002T (2010-01-11), Price Certification - Canadian-based Suppliers (other than agency and resale outlets)

5.2.3.3 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 Statement of Work

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

6.2 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.

6.2.1 General Conditions

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

6.2.2 Contractor to own IP: No Explicit License Rights for Canada

The general conditions are amended by deleting in its entirety the section entitled "Copyright", and replacing it with the following:

"Without affecting any existing intellectual property rights or relating to information or data supplied by Canada for purposes of the Contract, copyright in anything conceived, developed, or produced as part of the Work under the Contract will belong to the Contractor."

6.3 Security Requirements

- 6.3.1 There is no security requirement applicable to the Contract.
- 6.3.2 This document is unclassified/undesignated. The Work/Services to be provided by this contractual undertaking are of an unclassified nature. At no time will the Contractor's personnel be given, nor permitted access to, Classified/Designated information, data or material. Contractor personnel in the performance of their duties under this Contract will, while on Department of National Defence (DND) premises, be escorted at all times.
- 6.3.3 The Contractor will not remove any information or assets from the work site(s) other than their own premises, and the Contractor will ensure that their personnel are made aware of and comply with this restriction. The Technical Authority may, in writing, authorize temporary removal of such information or assets by the Contractor from identified Work site(s).
- 6.3.4 The Contractor will comply with the provisions of the Industrial Security manual (Latest Edition).

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive (**3 years**).

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 (1) year periods (Period 1: _____ to _____, Period 2: _____ to _____), 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 sixty (60) 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lorraine Jenkinson
Procurement Specialist
Procurement Branch, Western Region
Public Services and Procurement Canada
Canada Place, Suite 1000,

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9700 Jasper Avenue
Edmonton AB, T5J 4C3

Telephone: 587-337-2458
Email: lorraine.jenkinson@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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

(To be named in the Contract.)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail: _____.

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

6.5.3 Procurement Authority

(To be named in the Contract.)

The Procurement Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail: _____.

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Quality Assurance Authority (QA)

The Technical Authority, as identified above, will be the Quality Assurance Authority for this requirement. As such, the Technical Authority will be responsible for inspection and acceptance with respect to the work performed and all deliverables. The Technical Authority may delegate all, or part, of the Quality Assurance responsibilities to a duly appointed representative.

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6.5.5 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____ - _____ - _____
E-mail address: _____

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 *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.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the prices established at Annex B - Basis of Payment.

6.7.1.2 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle 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 Technical Authority. All payments are subject to government audit.

6.7.2 Limitation of Expenditure

6.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.

6.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

6.7.3 Method of Payment – Multiple Deliveries

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

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

6.7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C2000C (2007-11-30) - Taxes - Foreign-based Contractor

6.7.5 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)

6.7.6 Discretionary Audit

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

6.8 Invoicing Instructions

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

6.8.2 Invoices must be distributed as follows:

- (a) One (1) copy must be sent to the following address for certification and payment:

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National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: DGAEPM DAP 4-3-4

(b) One (1) copy to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: DAEPM(TH) 2-3

(c) One (1) copy to:

Public Services and Procurement Canada
Procurement Branch, Western Region
Canada Place, Suite 1000,
9700 Jasper Avenue
Edmonton AB, T5J 4C3
Attention: Lorraine Jenkinson
Email: Lorraine.jenkinson@pwgsc-tpsgc.gc.ca

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 _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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 2035 General Conditions - Higher Complexity – Services (2020-05-28), with the exceptions listed in Article 6.2.1;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award.*), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

6.12 Defence Contract

SACC Manual clause [A9006C \(2012-07-16\)](#), Defence Contract

6.13 Foreign Nationals (Canadian Contractor or Foreign Contractor)

SACC Manual clause [A2000C \(2006-06-16\)](#), Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C \(2006-06-16\)](#), Foreign Nationals (Foreign Contractor)

6.14 SACC Manual clauses

A9062C (2011-05-16), Canadian Forces Site Regulations

6.15 Insurance Requirements

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

6.16 Indemnification

- a) The Contractor will indemnify, defend and hold harmless Canada from and against any third party claims alleging that Regulatory Takeoff and Landing Weight (RTOWL) Charts furnished in accordance with the terms and conditions of this Contract infringe or misappropriate any third party intellectual property or any other rights.
- b) The indemnification obligations of the Contractor under this section 7.16 are contingent upon Canada providing the Contractor (a) prompt written notice of the alleged claim, and (b) reasonable cooperation and assistance, at the request and expense of the Contractor, in the defense and settlement of the alleged claim. If Canada chooses to be represented by counsel, it will be at Canada's sole cost and expense.

6.17 Limitation of Liability for Damages to Canada and Indemnification for Third Party Claims

- a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents and representatives, and any of their employees.
- b) Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to the payment made by Canada to the Contractor under this Contract for that Fiscal year. This limitation of the Contractor's liability does not apply to:
 - (i) any infringement of intellectual property rights; or
 - (ii) any breach of warranty obligations.
- c) The Contractor agrees to pay to Canada the amounts of all of Canada's losses, liabilities, damages, costs, and expenses resulting from any claim made by a third party relating to the Contract, including the complete costs of defending any legal action by a third party. The Contractor agrees that Canada is not required to have satisfied its liability to the third party before the Contractor is obliged to pay Canada in respect of that liability. The Contractor also agrees, if requested by Canada, to defend Canada against any third party claims.

6.18 Limitation of Liability

The Contractor makes no express, implied or statutory warranties with regard to the Services, other than set out in the Agreement, and disclaims any liability with respect to the design, adequacy, accuracy, reliability, or safety of the provided takeoff weight analysis data that is the result of third party resources or outside source material and/or input data.

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6.19 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](#)".

ANNEX "A" - STATEMENT OF WORK
REGULATORY TAKEOFF AND LANDING WEIGHT ANALYSIS SERVICES

1. SCOPE

1.1 Purpose: Regulatory Takeoff and Landing Weight (RTOWL) Charts

The Contractor will provide RTOWL charts as required by the Department of National Defence (DND), in accordance with Airbus A310 Flight Crew Operating Manual. RTOWL charts will take into account the performance limitations on operating from a specified runway in order to determine a maximum permissible take-off weight based on configuration, ambient pressure, temperature and surface wind conditions.

1.2 Background:

The Canadian Armed Forces (CAF) operates five CC150 Polaris aircraft. All 5 of these aircraft are variants of the Airbus A310-304 model, equipped with two General Electric (GE) CF6-80 C2A2 engines. The aircraft are operated in strategic transport role as a standard (full) passenger aircraft or Multi-Role Transport Tanker (MRTT) configuration. Further, one aircraft is permanently configured primarily for VVIP transport and a second aircraft has a removable VVIP configuration. Aircraft can also be configured to support different types of medevac operations.

DND Tail Number Airbus A310-304 MSN Role (Primary/Secondary)

CC15001	S/N 446	VVIP / Passenger
CC15002	S/N 482	Passenger / Medevac
CC15003	S/N 425	Passenger / back-up VVIP / Medevac
CC15004	S/N 444	MRTT / Medevac
CC15005	S/N 441	MRTT / Medevac

1.3 The RTOWL analysis service consists of the following:

- a) Takeoff weight Analysis (RTOW) on an ad hoc basis as requested;
- b) Airport Physical Characteristics Revision in conjunction with Jeppesen;
- c) Quarterly updates to a selected "critical" airport list to ensure validity within a 24 month period.

1.4 Required minimum features:

- a) Max Takeoff Weight for the runway;
- b) Takeoff distance available;
- c) V Speeds (V1 / Vr / V2) given different headwind, tailwind, and calm winds conditions;
- d) Special Single Engine Departure Procedures to ensure obstacle clearance; and
- e) Max Single Engine Go Around configurations.

2. RESPONSIBILITIES OF CONTRACTOR

2.1 The Contractor will provide Canada with Takeoff Weight Analysis Services

- 24 hours on call
- Standard Airport Analysis
- Airport Physical Characteristics Monitoring and Reporting
- Distribution via email, postal or courier service

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- 2.2** Airport Physical Characteristics monitoring will consist of monitoring changes in airport information which is germane to Airport Analyses or Airport Physical Characteristics Reports. This monitoring will include aeronautical information sources by will exclude information of a temporary nature or information published in NOTAMS. NOTAM alterations will be requested by DND on an ad-hoc basis.
- 2.3** Airport Analyses will be based on “straight-out” departures and when terrain characteristics do not permit “straight-out” departures, the Airport Analysis will be based on recommend “one engine inoperative” procedures. This procedure will be included with the RTOW product to DND.
- 2.4** Airport Analysis Formats - A number of standard output formats are available and the Airport Analysis will be provided in one of these standard formats (DND choice), unless a customized format is requested. Development charges for customized formats will be invoiced to Canada at rates agreed upon, as established in the Annex “B” – Basis of Payment.
- 2.5** Airport Analysis requested for airplane types for which programs are currently not available will require programming work to be completed prior to Airport Analysis availability. This work will be invoiced to Canada at rates agreed upon, as established in the Annex “B” – Basis of Payment.
- 2.6** Contractor has obtained from Airbus SAS, the manufacturer of the aircraft, authorization to use the software components and databases which compose the Performance Engineering Programs (PEP) or part of the PEP relating to the Airbus A301-304 operated by DND so that Contractor can perform the Services, which will be used in conjunction with source material received from Jeppesen.

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ANNEX "B" – MANDATORY SPECIFICATIONS
REGULATORY TAKEOFF AND LANDING WEIGHT ANALYSIS SERVICES (RTOWL)

Purpose: Regulatory Takeoff and Landing Weight (RTOWL) Charts - The Contractor shall provide RTOWL charts as required by DND, in accordance with Airbus A310 Flight Crew Operating Manual. RTOWL charts shall take into account the performance limitations on operating from a specified runway in order to determine a maximum permissible take-off weight based on configuration, ambient pressure, temperature and surface wind conditions.

Background: The Canadian Forces (CF) operates five CC150 Polaris aircraft. All 5 of these aircraft are variants of the Airbus A310-304 model, equipped with two General Electric (GE) CF6-80 C2A2 engines. The aircraft are operated in strategic transport role as a standard (full) passenger aircraft or Multi-Role Transport Tanker (MRTT) configuration. Further, one aircraft is permanently configured primarily for VVIP transport and a second aircraft has a removable VVIP configuration. Aircraft can also be configured to support different types of medevac operations.

DND Tail Number Airbus A310-304 MSN Role (Primary/Secondary)

CC15001	S/N 446	VVIP / Passenger
CC15002	S/N 482	Passenger / Medevac
CC15003	S/N 425	Passenger / back-up VVIP / Medevac
CC15004	S/N 444	MRTT / Medevac
CC15005	S/N 441	MRTT / Medevac

Minimum Mandatory Specifications

Specification Description	Specification	Met / Not Met
<p>1. RTOWL Service consisting of:</p> <p>1. The RTOWL analysis service consists of the following:</p> <p style="margin-left: 20px;">a. Takeoff Weight Analysis (RTOW) on ad hoc basis as requested;</p> <p style="margin-left: 40px;">(i) Standard default for ad hoc airport requests shall be for all available runways greater than 7000' x 145' (full length), in the 15/15 take-off configuration, dry.</p> <p style="margin-left: 40px;">(ii) Additional ad hoc requests can be made by DND for intersection departures, alternate take-off configurations and wet runway surfaces. These requests will then be added to the master RTOW file for that aircraft configuration.</p>		

	<p>b. Airport Physical Characteristics Revisions in conjunction with Jeppesen; c. Quarterly updates to a selected "critical" airport list (provided by DND) to ensure validity within a 24 month period. d. Provide ad hoc NOTAM updates to airports when requested, on Ad Hoc basis as requested</p>	
<p>The Contractor shall provide</p>	<p>1. The Contractor shall provide Canada with Takeoff Weight Analysis Services</p> <ul style="list-style-type: none"> a. 24 hours on call b. Standard Airport Analysis c. Airport Physical Characteristics Monitoring and Reporting d. Distribution via email, postal or courier service 	
<p>Airport Physical Characteristics Monitoring</p>	<p>Airport Physical Characteristics Monitoring will consist of monitoring changes in airport information which is germane to Airport Analyses or Airport Physical Characteristics Reports. This monitoring shall include aeronautical information sources but shall exclude information of a temporary nature or information published in NOTAMS.</p>	
<p>Airport Analyses</p>	<p>Airport Analyses will be based on "straight-out" departures and when terrain characteristics do not permit "straight-out" departures, the Airport Analysis will be based on recommended "one engine inoperative" procedures. This procedure will be included with the RTOW product to DND</p>	
<p>2. Required Min Features</p>	<ul style="list-style-type: none"> a. Max Takeoff Weight for the runway; b. Takeoff distance available; c. V Speeds (V1/Vr/V2) given different headwind, tailwind, and calm winds conditions; d. Special Single Engine Departure Procedures to ensure obstacle clearance; and e. Max Single Engine Go Around configurations. f. Takeoff Performance Limitations g. Reduced power take off calculations h. Minimum/maximum acceleration altitudes 	
<p>Max Takeoff Weight for the runway.</p>	<p>For each line entry weight is given. For each Box a weight increment/decrement is given. The weight corresponding to any box is the sum of entry weight and weight increment or decrement. A decrement is shown in the upper boxes of the chart</p>	
<p>Takeoff distance available</p>	<p>Take-Off Run Available (TORA), Take-Off Distance Available (TODA), Accelerate Stop Distance Available (ASDA), and runway slope will all be displayed on the final product.</p>	

V Speeds	<p>1. Calculated V Speeds (V1 – Decision speed IAS / Vr – Rotation speed IAS / V2 – Safety speed IAS) for:</p> <ul style="list-style-type: none"> a. Maximum Aircraft Take Off Weight b. Actual aircraft weight c. given headwind, tailwind, and calm winds conditions d. given temperature e. QNH 	
Special single engine departure procedures to ensure obstacle clearance.	<p>The performance given in the chart is consistent with the specific flight path in case of engine failure, and takes account of significant obstacles. When the procedure to follow is not the standard instrument departure, a specific procedure is described. When the specific procedure requires a turn, except if otherwise stated on the RTOW chart, the turn will be performed with 15 degrees bank angle maximum until 1500ft or green dot speed is reached. The acceleration height ensures that the highest obstacle will be cleared by the net flight path by at least 35ft when accelerating in level flight to green dot speed after an engine failure, in the most adverse conditions.</p>	
Max single engine go around configurations.	<p>1. Single engine go around calculations, considering:</p> <ul style="list-style-type: none"> a. Temperature b. Aircraft Weight c. Aircraft Go Around Configuration (20/20 and 15/15) 	
T/O Performance Limitations	<p>1. Indicates the nature of the limitation or balance between two limitations as resulting from the optimization. To include:</p> <ul style="list-style-type: none"> a. Maximum structural weight; b. second segment climb; c. runway; d. obstacles; e. tire speed; f. brake energy; g. runway 2 engines operative; h. final take-off segment. 	
Reduced Power Take Off Calculations	<p>Ability to calculate reduced power take off calculations when below maximum take-off weight.</p>	

<p>3. Display Functions: Readouts</p>		
<p>Airport Analysis Formats</p>	<p>A number of standard output formats are available and the Airport Analysis will be provided in one of these standard formats (DND choice), unless a customized format is requested. Development charges for customized formats will be invoiced to Canada at rates agreed upon, as established in the BOP of Schedule B.</p> <p>Airport Analysis requested for airplane types for which programs are currently not available will require programming work to be completed prior to Airport Analysis availability. This work will be invoiced to Canada at rates agreed upon, as established in the BOP of Schedule B.</p> <p>Ex) Airbus A310 Flight Crew Operating Manual (FCOM) 2.10.30</p>	
<p>Database Format</p>	<p>Databases in pdf, searchable format. RTOW to support each:</p> <ol style="list-style-type: none"> 1. Grouped by airport <ol style="list-style-type: none"> a. Runway b. Configuration (15/0, 15/15) c. Runway conditions (Wet / Dry) d. Airport Single Engine Departure Procedures 	
<p>RTOW Airport database</p>	<ol style="list-style-type: none"> 1. Separate airport RTOW databases organized and indexed alphabetically by airport for: <ol style="list-style-type: none"> a. CC150 b. CC150T 2. To include: <ol style="list-style-type: none"> a. Take off configurations <ul style="list-style-type: none"> -15/0 (only when they have been requested on an ad hoc basis) -15/15 b. For following runway conditions <ul style="list-style-type: none"> -Dry -Wet (only when they have been requested on an ad hoc basis) 3. Database updates are to be provided whenever new airfield information is generated and is included in the cost pricing from Annex C. Database distribution will be primarily done through an upload to free cloud storage software (i.e. dropbox) unless requested otherwise by DND. 	

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Contractor must obtain to access to Airbus SAS Performance Engineering Programs	Contractor has obtained from Airbus SAS, the manufacturer of the aircraft, authorization to use the software components and databases which compose the Performance Engineering Programs (PEP) or part of the PEP relating to the Airbus A301-304-operated by DND so that Contractor can perform the Services, which will be used in conjunction with source material received from Jeppesen.	
Jeppesen source material	Contractor must obtain access to Jeppesen modelling source material	

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ANNEX "C" - BASIS OF PAYMENT

1. For performance of work identified in Annex "A" – Statement of Work, the Contractor will be paid the following firm unit prices:
 - a) \$_____ CAD per runway end/flap setting
 - b) Reimbursement of Jeppesen costs incurred for surveillance/airport data reports with no mark up
 - c) \$_____ CAD per quarter for updating critical airports and maintenance of master RTOW files for Passenger and MRTT configurations.
2. For customized Airport Analysis Formats or programming work required for airplane type for which programs are not currently available, the Contractor will be paid as follows:
\$_____
3. Price will be escalated by 2% on 01 April of any option year.
4. For other authorized expenses, such as Postal or Courier Service charges for hard copy delivery to Canada, the Contractor will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

APPLICABLE TAXES: The applicable taxes are not included in the amounts above. The applicable taxes are to be shown as a completely separate item on each invoice.

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ANNEX "D" - ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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 "E" - COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that
all personnel that _____ (*name of business*) will provide
on the resulting Contract who access federal government workplaces where they may come into
contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

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Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.