



**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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution  
Public Works and Government Services Canada/  
Travaux publics et Services gouvernementaux Canada**

<b>Title – Sujet</b> STTC A330-200 Aircrew Training - ASTRV formation des équipages de l'A330-200	
<b>Solicitation No. - N° de l'invitation</b> W847A-230326	<b>Date</b> 2022-07-19
<b>Client Reference No. - N° de référence du client</b>	
<b>GETS Reference No. - N° de référence de SEAG</b>	
<b>File No. - N° de dossier</b>	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at – à 14h00</b> Eastern Standard Time EST <b>on – le 2022-08-30</b> heure normale de l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine: Destination: Other-Autre:</b>	
<b>Address Enquiries to: Adresser toutes questions à:</b>  Instructions: See Herein	<b>Buyer Id - Id de l'acheteur</b>
<b>Telephone No. - N° de téléphone</b>	<b>FAX No. - N° de FAX</b>
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Instructions: See Herein  Instructions: Voir aux présentes	

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison propose</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	
<b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (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)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 – GENERAL INFORMATION**

### **1 Introduction**

- 1.1 The bid solicitation is divided into six parts plus attachments and annexes, as follows:
  - 1.1.1 Part 1 – General Information: provides a general description of the requirement;
  - 1.1.2 Part 2 – Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
  - 1.1.3 Part 3 – Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
  - 1.1.4 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;
  - 1.1.5 Part 5 – Certifications and Additional Information: includes the certifications and additional information to be provided; and
  - 1.1.6 Part 6 – Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- 1.2 The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification and any other annexes.

### **2 Summary**

- 2.1 The Government of Canada is acquiring a fleet of A330 Multi Role Tanker Transport (MRTT) aircraft to replace the CC-150 Polaris. As part of this project, Canada has purchased used A330-200 aircraft which will be converted to MRTT platforms at a later date. It is expected that the first A330-200 aircraft will enter into service for strategic airlift purposes in early 2023.
  - 2.2 The Department of National Defence (DND) has a requirement for training of A330-200 aircrews. This Request for Proposal (RFP) has been divided into training Work Packages, as follows:
    - 2.2.1 Work Package A) First Officer type rating training;
    - 2.2.2 Work Package B) Competency-based in-flight training and Aircraft Captain upgrade training;
    - 2.2.3 Work Package C) Recurrent / continuation training (simulator);
    - 2.2.4 Work Package D) Cabin crew qualification training;
    - 2.2.5 Work Package E) Acceptance pilot familiarization training;
    - 2.2.6 Work Package F) Maintenance manager qualification training; and
    - 2.2.7 Work Package G) Aircraft familiarization training.
- NOTE: For Work Package B the Contractor must use an A330-243 with a Thales Flight Management System.
- 2.3 Bidders may bid on any or all Work Package(s) and must provide a complete offering for each package for which they submit a bid. The number of potential Contracts resulting from this solicitation is between one and seven.
  - 2.4 The specific start dates for each Work Package will be determined at Contract(s) award. The table below has the estimated start dates for each Work Package.

Work Package	Estimated Start Date
A) First Officer type rating training	Contract award + notification period – no later than October 2022
B) Competency-based in-flight training and Aircraft Captain upgrade training	After completion of Work Package A – November 2022
C) Recurrent / continuation training	February 2023
D) Cabin Crew qualification training	February 2023
E) Acceptance pilot familiarization training	Contract award + notification period – training must be complete by November 30, 2022.
F) Maintenance Manager Qualification Training	45 calendar days after Contract award
G) Aircraft Familiarization Training	45 calendar days after Contract award

- 2.5 There are no security requirements associated with this requirement.
- 2.6 The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of the trade agreements.
- 2.7 The requirement is conditionally limited to Canadian services. If there are two or more bids with a valid Canadian content certification, only those bids with a valid certification will be evaluated for that work package. The service(s) will be considered Canadian if a minimum of 80 percent of the total bid price for the service(s) is provided by companies based in Canada. Each Work Package will be evaluated separately for Canadian content.
- 2.8 The Federal Contractors Program (FCP) for employment equity may apply to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.
- 2.9 This bid solicitation requires bidders to use the Connect service provided by Canada Post Corporation to transmit their bid electronically, hard copies and faxed submissions will not be accepted. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### 3 Debriefings

- 3.1 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 on-line.

### 4 Definitions

- 4.1 In this RFP, unless the context otherwise requires:
- 4.1.1 "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;
- 4.1.2 "Canada" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of

that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

- 4.1.3 "Contract" will mean the written agreement between the "Parties", including all annexes and appendices, all as amended by agreement of the Parties from time to time;
- 4.1.4 "Contracting Authority" means the person designated by that title in Part 7, Resulting Contract Clauses, or by written notice to the Contractor, to act as Canada's representative to manage the resulting Contract;
- 4.1.5 "Contractor" means the person or entity to be named in the resulting Contract to supply the goods and services to Canada provided in the Contract;
- 4.1.6 "Must", "Will", "Mandatory" denote requirements that the Contractor is contractually obliged to deliver and meet;
- 4.1.7 "Parties" means Canada and the Contractor;
- 4.1.8 "Should" denote requirements that are considered ideal, but not mandatory;
- 4.1.9 "Subcontractor" means a person, corporation or other entity with whom the Contractor has entered into a contract for part of the Work, or for the furnishing of services, equipment or material to the Contractor in connection with the Work; and
- 4.1.10 "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of Part 7, Resulting Contract Clauses.

## **PART 2 – BIDDER INSTRUCTIONS**

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

- 1.1 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.
- 1.2 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.
- 1.3 The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- 1.4 Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Bid Validity Period:

Delete: 60 days  
Insert: 90 days

### **2 Submission of Bids**

- 2.1 Bids must be submitted only to Public Works and Government Services Canada (PWGSC) using Connect by the date, time and place indicated in the bid solicitation.
- 2.2 For bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address to step up a Connect conversation is:

[tps-gc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tps-gc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tps-gc-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 a Connect conversation in order to be able to submit your bid, as detailed in Standard Instructions [2003](#).

- 2.3 Bidders may also visit the following website for more information regarding Connect:

<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-connect>

- 2.4 Hard copy (submitted in person or via mail/courier) and faxed bids will not be accepted for this solicitation.

### **3 Former Public Servant**

- 3.1 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

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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.

### 3.2 Definitions

3.2.1 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.

3.2.2 "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.

3.2.3 "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.

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

3.3.1 As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes

No

3.3.2 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.

3.3.3 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](#).

### 3.4 Work Force Adjustment Directive

3.4.1 Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes

No



3.4.2 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.

#### 4 Enquiries – Bid Solicitation

- 4.1 All enquiries must be submitted in writing to the Contracting Authority no later than seven calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 4.2 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.

#### 5 Applicable Laws

- 5.1 Any resulting contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in Ontario.
- 5.2 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.

#### 6 Commitment to Green Procurement

- 6.1 As specified in the [Policy on Green Procurement](#) and the [Greening Government Strategy](#), the Government of Canada is committed to net zero carbon and climate resilient operations, while also reducing environmental impacts beyond carbon, including on waste, water and biodiversity. Led by the Centre for Greening Government of the Treasury Board of Canada Secretariat, the Government of Canada will ensure that Canada is a global leader in government operations that are net zero, resilient and green.
- 6.2 Bidders are encouraged to contribute to environmental objectives, such as:
  - 6.2.1 reducing greenhouse gas emissions and air contaminants;
  - 6.2.2 improving energy and water efficiency;
  - 6.2.3 reducing ozone depleting substances;
  - 6.2.4 reducing waste and supporting reuse and recycling;
  - 6.2.5 reducing hazardous waste;
  - 6.2.6 reducing toxic and hazardous chemicals and substances; and

6.2.7 supporting biodiversity.

6.3 As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Bidders should:

6.3.1 Regarding paper consumption:

- a) Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the identified user.
- b) Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- c) Recycle unneeded printed documents (in accordance with Security Requirements)

6.3.2 Regarding Travel requirements:

- a) The supplier is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- b) Use of properties with environmental ratings.
- c) Use of public/green transit where feasible.

## 7 Bid Challenge and Recourse Mechanisms

7.1 Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

7.2 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.

7.3 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**

### **1 Bid Preparation Instructions**

- 1.1 Canada requires that the Bidder submits its bid(s) using the Connect system in accordance with section 08 of the 2003 standard instructions. The Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- 1.2 The bid must be gathered per section and separated as follows:
  - 1.2.1 Section I: Technical Bid
  - 1.2.2 Section II: Financial Bid
  - 1.2.3 Section III: Certifications
- 1.3 Prices must appear in the financial bid(s) only. No prices must be indicated in any other section of the bid.
- 1.4 Canada has provided a Bidder Checklist, Annex "A" to Part 3. It provides a list of the requirements for this Request for Proposal. Using this form is not mandatory, but is recommended. If Canada determines that any mandatory information is missing or incomplete, Canada may provide the Bidder an opportunity to submit the required information. See Part 4, Article 2 – Discretionary Rights during Evaluation, for more information.

### **2 Section I: Technical Bid**

- 2.1 In their technical bid, Bidders must provide the information requested to demonstrate their proposed training program(s) meet the Mandatory Technical Criteria.

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

- 3.1 Bidders must submit their financial bid in accordance with the Annex "B" to Part 4, Financial Evaluation.

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

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

- Direct Deposit (Domestic and International)
- Wire Transfer (International Only)

- 3.2.2 If the above is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

#### **3.3 Evaluation of Price - Canadian / Foreign Bidders**

- 3.3.1 Bidders must submit firm prices, in Canadian or US Dollars only, Canadian customs duties and excise taxes included, and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based Bidders.

- 3.3.2 Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The closing rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency.
- 3.3.3 For the purpose of the bid solicitation, Bidders with an address in Canada are considered Canadian-based Bidders and Bidders with an address outside of Canada are considered foreign-based Bidders.
- 3.4 **Exchange Rate Fluctuation**
- 3.4.1 The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
- 4 Section III: Certifications**
- 4.1 Bidders must submit the certifications and additional information required under Part 5.

**ANNEX "A" to Part 3**

**BIDDER CHECKLIST**

- 1.1 Below is a checklist of the contents of your bid.
- 1.2 This list is not an exhaustive list; it remains the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the RFP and provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP.

	Location in RFP (page number)	Location in Bid (page number)
Bidders to include the cover page of this RFP properly completed and signed.	1	
Bidders to complete and submit with their bid <b>Former Public Servant</b> , Article 3 of Part 2	6	
If applicable, Bidders to complete and submit with their bid <b>Electronic Payment Instruments – Bid</b> , Article 3.2 of Part 3	10	
Bidders to complete and submit <b>Annex "A" to Part 4 – Mandatory Technical Criteria for <u>each</u> Work Package</b> upon which they are bidding	15	
Bidders to complete and submit <b>Annex "B" to Part 4 – Financial Evaluation for <u>each</u> Work Package</b> upon which they are bidding	30	
If applicable, Bidders to complete and submit with their bid clause <b>Canadian Content Certification</b> , Article 2.3 of Part 5	36	
Bidders to complete and submit <b>Annex "A" to Part 5 – Integrity Provisions – Associated Form</b>	39	
Bidders to complete and submit <b>Annex "B" to Part 5 – Federal Contractors Program for Employment Equity</b>	40	
Bidders to complete and submit with their bid <b>Contractor's Representative</b> , Article 2.6 of Part 6	42	

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

### **1 Evaluation Procedures**

1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.3 For each Work Package**

1.3.1 The evaluation team will determine if there are two or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

### **2 Discretionary Rights during Evaluation**

2.1 In addition to any other rights described in this RFP, in conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

2.1.1 Canada may, in its discretion, request and accept at any time from a Bidder (including after RFP closure) and consider as part of the response, any information to correct errors or deficiencies in the response that are clerical or administrative, such as, without limitation, failure to provide a form, failure to provide a certification, failure to sign the response or form or failure to provide contact information. The Bidder must address only the missing information identified by the Contracting Authority;

2.1.2 Canada may request additional information to verify the compliance of the response with any mandatory requirement; and

2.1.3 Canada may verify any information provided by a Bidder through independent research and use of any government resources.

2.2 Bidders are solely responsible for ensuring that the proposals they submit at bid closing are complete and compliant. The Bidder agrees that Canada will not be responsible for failing to identify any omission, deficiency or non-compliance in the Bidder's response.

### **3 Requests for Clarifications**

3.1 If Canada seeks clarification or verification or additional information or missing information from a Bidder with respect to its submission, the Bidder will have the time specified in writing by the Contracting Authority to provide the necessary information to Canada. Depending on the nature of the request, failure to meet this deadline may result in the response being disqualified.

3.2 If an unusually low price is identified, the Bidder will be given the opportunity, in writing, to either confirm or withdraw its bid. Once confirmed, the supplier must accept the price in the resulting

Contract, Canada will not divulge the difference in price between that bid and the next lowest bid. In no event will the Bidder be permitted to increase the price.

- 3.3 **Extension of Time to Respond:** If additional time is requested by a Bidder, Canada may grant an extension in its sole discretion for all Bidders.

#### **4 Award of a Contract Internal Approvals Process**

- 4.1 The award of a Contract is subject to the internal approvals process of Public Works and Government Services Canada (PWGSC), which includes a requirement to approve funding in the amount of any proposed Contract. Despite the fact that the Bidder may have been recommended for the award of a Contract, a Contract will only be awarded if internal approval is granted in accordance with the internal policies of Public Works and Government Services Canada (PWGSC). If approval is not granted, there will be no award of a Contract.

#### **5 Technical Evaluation**

##### **5.1 Mandatory Technical Criteria**

- 5.1.1 Mandatory technical evaluation criteria for each Work Package are included in Annex "A".

#### **6 Financial Evaluation**

- 6.1 The financial evaluation will be based on Annex "B" to Part 4 of the Bid Solicitation – Financial Evaluation.

#### **7 Basis of Selection**

- 7.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract, per work package.
- 7.2 If there is a tie between bids preference will be given to Bidder who will be recommended for the most Contract award(s).

#### **8 Negotiation**

- 8.1 Canada reserves the right to:
- 8.1.1 reject any or all bids received in response to the bid solicitation;
  - 8.1.2 use third party support;
  - 8.1.3 enter into negotiations with Bidders on any or all aspects of their bids;
  - 8.1.4 accept any bid in whole or in part without negotiations;
  - 8.1.5 cancel the bid solicitation at any time;
  - 8.1.6 reissue the bid solicitation; and
  - 8.1.7 if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada.

**ANNEX “A” to Part 4**

**MANDATORY TECHNICAL CRITERIA**

**1 Bidder Instructions**

- 1.1 For each Work Package: It is incumbent upon the Bidder to submit a complete proposal showing that the proposed training meets or exceeds the Mandatory Technical Criteria described in this solicitation. Failure to submit sufficient information to allow for a full evaluation may result in the proposal being declared non-responsive. In addition, Bidders must identify where in their bid the requirement is addressed.
- 1.2 In the context of these criteria use of the term, “national / civil aviation authority” refers to an aviation regulatory authority that is equivalent to Transport Canada. Any proposed national / civil authority must be acceptable to Canada, such as the Federal Aviation Administration or the European Union Aviation Safety Agency.
- 1.3 In the context of these criteria use of the term “chief instructor” refers to an individual who is the authority for the training program.

Table 1: List of Mandatory Technical Criteria

<b>Criteria</b>	<b>Description</b>	<b>Location in Bid (Page Number)</b>
<b>Work Package A – First Officer Type Rating Training</b>		
A-1	Approved A330-200 First Officer Type Rating Training Program	
A-2	Company A330-200 First Officer Type Rating Training Experience	
A-3	Chief Instructor First Officer Type Rating Experience	
A-4	Qualified Full Flight Simulator for Work Package A	
<b>Work Package B – Competency-based In-flight Training and Aircraft Captain Upgrade Training</b>		
B-1	Valid Air Operator Certificate	
B-2	Approved A330-200 Training Program	
B-3	A330-200 Air Operator and Training Experience	
<b>Work Package C – Recurrent / Continuation Training (Simulator)</b>		
C-1	Approved Recurrent / Continuation Training Facility	
C-2	Training Experience for A330-200 Recurrent / Continuation Training	
C-3	Qualified Full Flight Simulator for Work Package C	
<b>Work Package D – Cabin Crew Qualification Training</b>		
D-1	Approved A330-200 Cabin Crew Training	
D-2	Facility A330-200 Cabin Crew Training Experience	



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<b>Work Package E – Acceptance Pilot Familiarization Training</b>		
E-1	Approved A330-200 First Officer Training Program	
E-2	Chief Instructor First Officer Type Rating Experience	
E-3	Qualified A330-200 Full Flight Simulator for Work Package E	
<b>Work Package F – Maintenance Manager Qualification Training</b>		
F-1	Approved A330-200 Maintenance Training Program	
F-2	Experience providing A330-243 Maintenance Training	
F-3	Experience of Chief Maintenance Instructor	
<b>Work Package G – Aircraft Familiarization Training</b>		
G-1	Approved A330-200 Maintenance Training Program	
G-2	Experience providing A330-243 Maintenance Training	
G-3	Experience of Chief Maintenance Instructor	

## 2 Criteria

### 2.1 Work Package A – A330-200 First Officer Type Rating Training

<b>A-1 – Approved Training Program</b>
<u>Aim:</u> To contract with a Bidder who has an A330-200 First Officer Type Rating training program that is approved by a recognized national / civil aviation authority.
<u>Evidence required with the bid:</u> The Bidder must provide a copy of a letter or certificate from the recognized national / civil aviation authority attesting that the Bidder has an approved A330-200 First Officer Type Rating training program. The documentation must include the dates of endorsement of the program and the signature of the authority.
<u>Mandatory Technical Criteria:</u> The A330-200 First Officer Type Rating training program must be certified by a recognized national / civil aviation authority.

<b>A-2 – Training Experience</b>
<u>Aim:</u> To contract with a Bidder who has experience providing a A330-200 First Officer Type Rating training.
<u>Evidence required with the bid:</u> The Bidder must provide evidence that they have a minimum of two years' experience conducting A330-200 First Officer type rating training by showing the total number of First Officer type rating training serials and simulator pilot proficiency checks completed in the past 24-months.
<u>Mandatory Technical Criteria:</u> The Bidder must have a minimum of two years' experience in conducting A330-200 First Officer Type Rating training.

**A-3 – Chief Instructor**

Aim:

To contract with a Bidder who has a Chief Instructor with experience providing a A330-200 First Officer Type Rating training.

Evidence required with the bid:

The Bidder must provide evidence that the Chief Instructor has a minimum of one year experience as a A330-200 First Officer Type rating trainer.

The Bidder must provide a resume for the Chief Instructor. The resume must include their experience as a type rating training instructor, total flying hours, pilot-in-command time, instrument rating and flight instructor rating.

Mandatory Technical Criteria:

The Bidders' Chief Instructor must have a minimum of one year experience in conducting A330-200 First Officer Type Rating training.

**A-4 – A330-200 Full Flight Simulator for Work Package A**

Aim:

To contract with a Bidder who has a qualified A330-200 Full Flight Simulator.

Evidence required with the bid:

The Bidder must provide a copy of a letter or certificate from the recognized national / civil aviation authority attesting that the Bidder has a qualified A330-200 Full Flight Simulator. The documentation must include the date of the current qualification of the Full Flight Simulator and the signature of the authority.

Mandatory Technical Criteria:

The A330-200 Full Flight Simulator must be certified by a recognized national / civil aviation authority.

## 2.2 Work Package B – Competency-based In-flight Training and Aircraft Captain Upgrade Training

### B-1 – Valid Air Operator

Aim:

To contract with a Bidder who has an A330-200 valid Air Operator Certificate that is issued by a recognized national / civil aviation authority.

Evidence required with the bid:

The Bidder must provide a copy of the certificate from the recognized national / civil aviation authority attesting that the Bidder is an A330-200 Air Operator. The documentation must include the date of the Air Operator Certificate and the signature of the authority.

Mandatory Technical Criteria:

The Bidder must hold a valid A330-200 Air Operator Certificate issued by a recognized national / civil aviation authority.

### B-2 – Approved Flight Crew Training Program

Aim:

To contract with a Bidder who has an A330-200 flight crew training program that is approved by a recognized national / civil aviation authority.

Evidence required with the bid:

The Bidder must provide a copy of a letter or certificate from the recognized national / civil aviation authority attesting that the Bidder has an approved A330-200 flight crew training program. The documentation must include the dates of endorsement of the program and the signature of the authority.

Mandatory Technical Criteria:

The Bidder must have an A330-200 flight crew training program that is approved by a recognized national / civil aviation authority.

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Mandatory Technical Criteria

### B-3 – Air Operator and Training Experience

Aim:

To contract with a Bidder who has A330-243 air operator and training experience.

Evidence required with the bid:

The Bidder must present a 24-month summary of:

- A330-243 aircraft fleet utilization
- Number of training officers
- Competency-based in-flight training graduates
- Aircraft Captain upgrade check rides completed

Mandatory Technical Criteria:

The Bidder must have A330-243 air operator and training experience within the past 24 months.

## 2.3 Work Package C – Recurrent / Continuation Training (Simulator)

C-1 – Approved Training Program
<p><u>Aim:</u> To contract with a Bidder who has an A330-200 recurrent / continuation training program that is approved by a recognized national / civil aviation authority.</p>
<p><u>Evidence required with the bid:</u> The Bidder must provide a copy of a letter or certificate from the recognized national / civil aviation authority attesting that the Bidder has an approved A330-200 recurrent / continuation training program. The documentation must include the dates of endorsement of the program and the signature of the authority.</p>
<p><u>Mandatory Technical Criteria:</u> The Bidder must have an A330-200 recurrent / continuation training program that is approved by a recognized national / civil aviation authority.</p>
C-2 – Training Experience
<p><u>Aim:</u> To contract with a Bidder who has experience providing an A330-200 recurrent / continuation training program.</p>
<p><u>Evidence required with the bid:</u> The Bidder must provide evidence that they have a minimum of two years' experience conducting A330-200 recurrent / continuation training. For the past 24-months, the Bidder must show total number of:</p> <ul style="list-style-type: none"><li>• Recurrent / continuation training simulator sessions per quarter</li><li>• Simulator pilot proficiency checks conducted per quarter</li></ul>
<p><u>Mandatory Technical Criteria:</u> The Bidder must have a minimum of two years' experience in conducting A330-200 recurrent / continuation training.</p>

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Mandatory Technical Criteria

C-3 – A330-200 Full Flight Simulator for Work Package C

Aim:

To contract with a Bidder who has a qualified A330-200 Full Flight Simulator.

Evidence required with the bid:

The Bidder must provide a copy of a letter or certificate from the recognized national / civil aviation authority attesting that the Bidder has a qualified A330-200 Full Flight Simulator. The documentation must include the date of the current qualification of the Full Flight Simulator and the signature of the authority.

Mandatory Technical Criteria:

The A330-200 Full Flight Simulator must be certified by a recognized national / civil aviation authority.

## 2.4 Work Package D – Cabin Crew Qualification Training

### D-1 – Approved Training Program

Aim:

To contract with a Bidder who has an A330-200 cabin crew qualification training program that is approved by a recognized national / civil aviation authority.

Evidence required with the bid:

The Bidder must provide a copy of a letter or certificate from the recognized national / civil aviation authority attesting that the Bidder has an approved A330-200 cabin crew qualification training program. The documentation must include the dates of endorsement of the program and the signature of the authority.

Mandatory Technical Criteria:

The A330-200 cabin crew qualification training program must be certified by a recognized national / civil aviation authority.

### D-2 – Training Experience

Aim:

To contract with a Bidder who has experience providing a A330-200 cabin crew training program.

Evidence required with the bid:

The Bidder must provide evidence that they have a minimum of two years' experience conducting A330-200 cabin crew training by showing the total number of training serials and number of graduates in the past 24-months.

Mandatory Technical Criteria:

The Bidder must have a minimum of two years' experience in conducting A330-200 cabin crew training.



## 2.5 Work Package E – Acceptance Pilot Familiarization Training

### E-1 – Approved Training Program

Aim:

To contract with a Bidder who has an A330-200 First Officer Type Rating training program that is approved by a recognized national / civil aviation authority.

Evidence required with the bid:

The Bidder must provide a copy of a letter or certificate from the recognized national / civil aviation authority attesting that the Bidder has an approved A330-200 First Officer Type Rating training program. The documentation must include the dates of endorsement of the program and the signature of the authority.

Mandatory Technical Criteria:

The A330-200 First Officer Type Rating training program must be certified by a recognized national / civil aviation authority.

### E-2 – Chief Instructor

Aim:

To contract with a Bidder who has a Chief Instructor with experience providing a A330-200 First Officer Type Rating training.

Evidence required with the bid:

The Bidder must provide evidence that the Chief Instructor has a minimum of one year experience as a A330-200 First Officer Type rating trainer.

The Bidder must provide a resume for the Chief Instructor. The resume must include their experience as a type rating training instructor, total flying hours, pilot-in-command time, instrument rating and flight instructor rating.

Mandatory Technical Criteria:

The Bidders' Chief Instructor must have a minimum of one year experience in conducting A330-200 First Officer Type Rating training.

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Mandatory Technical Criteria

E-3 – A330-200 Full Flight Simulator for Work Package E

Aim:

To contract with a Bidder who has a qualified A330-200 Full Flight Simulator.

Evidence required with the bid:

The Bidder must provide a copy of a letter or certificate from the recognized national / civil aviation authority attesting that the Bidder has a qualified A330-200 Full Flight Simulator. The documentation must include the date of the current qualification of the Full Flight Simulator and the signature of the authority.

Mandatory Technical Criteria:

The A330-200 Full Flight Simulator must be certified by a recognized national / civil aviation authority.

## 2.6 Work Package F – Maintenance Manager Qualification Training

### F-1 – Approved Training Program

Aim:

To contract with a Bidder who has an A330-200 maintenance training program that is approved by a recognized national / civil aviation authority.

Evidence required with the bid:

The Bidder must provide a copy of a letter or certificate from the recognized national / civil aviation authority attesting that the Bidder has an approved A330-200 maintenance training program. The documentation must include the dates of endorsement of the program and the signature of the authority.

Mandatory Technical Criteria:

The A330-243 maintenance training program must be certified by a recognized national / civil aviation authority.

### F-2 – Training Experience

Aim:

To contract with a Bidder who has experience providing a A330-243 maintenance training program.

Evidence required with the bid:

The Bidder must provide evidence that they have a minimum of two years' experience conducting A330-243 maintenance training by showing the total number of training serials and number of graduates in the past 24-months.

Mandatory Technical Criteria:

The Bidder must have a minimum of two years' experience in conducting A330-243 maintenance training.

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Mandatory Technical Criteria

**F-3 – Chief Maintenance Instructor**

Aim:

To contract with a Bidder who has an experienced chief maintenance instructor.

Evidence required with the bid:

The Bidder must provide a resume for the chief maintenance instructor that will be assigned to this Contract. The chief maintenance instructor must have a minimum of one year of experience as an aircraft maintenance training instructor. The resume must include formal aircraft maintenance training background, aircraft type ratings, on-type work experience and maintenance instructor experience.

Mandatory Technical Criteria:

The Bidder must have a chief maintenance instructor with a minimum of one year of experience as an aircraft maintenance trainer.

## 2.7 Work Package G – Aircraft Familiarization Training

### G-1 – Approved Training Program

Aim:

To contract with a Bidder who has an A330-200 maintenance training program that is approved by a recognized national / civil aviation authority.

Evidence required with the bid:

The Bidder must provide a copy of a letter or certificate from the recognized national / civil aviation authority attesting that the Bidder has an approved A330-200 maintenance training program. The documentation must include the dates of endorsement of the program and the signature of the authority.

Mandatory Technical Criteria:

The A330-200 maintenance training program must be certified by a recognized national / civil aviation authority.

### G-2 – Training Experience

Aim:

To contract with a Bidder who has experience providing an A330-200 maintenance training program.

Evidence required with the bid:

The Bidder must provide evidence that they have a minimum of two years' experience conducting A330-200 maintenance training by showing the total number of training serials and number of graduates in the past 24-months.

Mandatory Technical Criteria:

The Bidder must have a minimum of two years' experience in conducting A330-200 maintenance training.

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Mandatory Technical Criteria

### G-3 – Chief Maintenance Instructor

Aim:

To contract with a Bidder who has an experienced chief maintenance instructor.

Evidence required with the bid:

The Bidder must provide a resume for the chief maintenance instructor that will be assigned to this Contract. The chief maintenance instructor must have a minimum of one year of experience as an aircraft maintenance training instructor. The resume must include formal aircraft maintenance training background, aircraft type ratings, on-type work experience and maintenance instructor experience.

Mandatory Technical Criteria:

The Bidder must have a chief maintenance instructor with a minimum of one year of experience as an aircraft maintenance trainer.

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**ANNEX "B" to Part 4**

**FINANCIAL EVALUATION**

- 1.1 The Bidder must submit firm prices in Canadian or US dollars, customs duties included and applicable taxes extra.
- 1.2 The price used in this evaluation will be used in Annex "B" – Basis of Payment in the resulting Contract(s).
- 1.3 The number of trainees / courses listed in this Financial Evaluation are the estimated numbers required by Canada and as such do not constitute a commitment from Canada. A guaranteed minimum number of trainee(s) / serial(s) is included for each Work Package anything above the guaranteed number will be optional.
- 1.4 A fiscal year runs from April 1 to March 31.
- 1.5 **Bidder to submit pricing for only those Work Packages for which they wish to be considered and must provide ALL the information for those Work Packages.**

Bid Currency: \_\_\_\_\_

Work Package A) First Officer Type Rating Training

Fiscal Year	Price per trainee	Number of crews	Number of trainees (2 trainees per crew)	Extended price
Guaranteed Numbers				
2022/2023 to 2023/2024		4	8	
Optional				
2022/2023 to 2026/2027		3	6	
Evaluation Price for First Officer Type Training				

**Work Package B) Competency-based In-flight Training and Aircraft Captain Upgrade**

Fiscal Year	Price per trainee	Number of trainees	Extended price
<b>Competency-based In-flight Training</b>			
<b>Guaranteed Number</b>			
2022/2023 to 2023/2024		6	
<b>Optional</b>			
2022/2023 to 2025/2026		2	
<b>Upgrade to Aircraft Captain Training</b>			
<b>Guaranteed Number</b>			
2022/2023 to 2024/2025		6	
<b>Optional</b>			
2022/2023 to 2026/2027		2	
<b>Evaluation Price for Competency-Based Training and Aircraft Captain Upgrade</b>			



**Work Package C) Recurrent / Continuation Training (Simulator)**

Each crew (2 pilots) will require 3 simulator sessions and each pilot will require an annual proficiency check and Instrument Rating Test (IRT) per year. The number of simulator sessions will only be guaranteed per year by 2024/2025 as the pilots complete A330-200 aircraft First Officer training.

Fiscal Year	Price per simulator session	Number of simulator session per crew per year	Number of crews (two pilots per crew)	Extended price
Guaranteed Number				
2023/2024 to 2026/2027		5	4	
Optional				
2023/2024 to 2026/2027		2	2	
Evaluation Price for Recurrent / Continuation Training				

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Work Package D) Cabin Crew Qualification Training

Fiscal Year	Price per trainee	Number of Crews (8 trainee per crew)	Number of trainees	Extended price
Cabin Crew Training				
Guaranteed Number				
2022/2023 to 2023/2024		4	32	
Optional				
2022/2023 to 2025/2026		2	16	
Load Specialist Training				
Guaranteed Number				
2022/2023 to 2023/2024		N/A	4	
Optional				
2022/2023 to 2025/2026		N/A	2	
Evaluation Price for Cabin Crew Upgrade				

Work Package E) Acceptance Pilot Familiarization

Price per trainee / session	Number of trainee / sessions	Extended Price
Acceptance Pilot Familiarization		
Guaranteed Number		
	1	
Optional		
	1	
Refresher simulator training		
	2*	
Evaluation Price for Acceptance Pilot Familiarization		

Note: \* The number of refresher simulator training sessions is an estimate and may not be required at all.

Work Package F) Maintenance Manager Qualification Training

Fiscal Year	Price per serial	Number of serials	Number of trainees per serial	Extended price
Guaranteed Number				
2022/2023		1	Up to 5	
Optional				
2022/2023 to 2025/2026		2	Up to 5	
Evaluation Price for Maintenance Manager Qualification Training				

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**Work Package G) Aircraft Familiarization Training**

Fiscal Year	Price per serial	Number of serials	Number of trainees per serial	Extended price
Guaranteed Number				
2022/2023		1	Up to 20	
Optional				
2022/2023 to 2025/2026		2	Up to 10	
Evaluation Price for Aircraft Familiarization Training				

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

### 1 Certifications

- 1.1 Bidders must provide the required certifications and additional information to be awarded a contract.
- 1.2 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.
- 1.3 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.

### 2 Certifications Required with the Bid

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

#### 2.2 Integrity Provisions - Declaration of Convicted Offences

- 2.2.1 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.

#### 2.3 Canadian Content Certification

- 2.3.1 This procurement is conditionally limited to Canadian services.
- 2.3.2 Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in the Canadian Content Definition, may be considered.
- 2.3.3 The Bidder certifies that:
  - the service offered is a Canadian service as defined in paragraph 2 of clause A3050T, in which the service will be considered Canadian if a minimum of 80 percent of the total price for the service is provided by individuals based in Canada.
- 2.3.4 Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a period within which to submit this completed certification. Failure to comply with the request of the Contracting Authority will result in the service offered being treated as a non-Canadian service.

#### 2.4 Canadian Content Definition

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

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### 3 Certifications Precedent to Contract Award and Additional Information

3.1 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.

#### 3.2 Integrity Provisions – Required Documentation

3.2.1 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.

3.2.2 Bidder must complete Annex “A” to Part 5, Integrity Provisions – Associated Form as follows:

- a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of all names of all individuals who are currently directors of the Bidder, or for a privately owned corporation, the names of the owners of the corporation.
- b) Bidders bidding as sole proprietorship, including sole proprietors bidding as joint ventures, must provide a complete list of the name(s) of all owner(s).
- c) Bidders that are bidding as societies, firms or partnerships do not need to provide lists of names.

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

3.3.1 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#).

3.3.2 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.

3.3.3 If the estimated value of the Contract is \$1,000,000 and above, options and Applicable Taxes included, the following articles apply:

- a) Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the [“FCP Limited Eligibility to Bid”](#) list during the period of the Contract.
- b) The Bidder must provide the Contracting Authority with a completed Annex “B” to Part 5, Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex “B”, Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 3.4 Education and Experience

- 3.4.1 The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### 3.5 Status and Availability of Resources

- 3.5.1 The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
- 3.5.2 If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Contract No. - N° de contrat  
W847A-230326/001/STT

Amd. No. - N° de la modif.  
File No. - N° du dossier  
003stt.W847A-230326

Buyer ID – Id de l'acheteur  
003stt  
Annex "A" to Part 5  
Integrity Provisions – Associated Information Form

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**ANNEX "A" to Part 5**

**INTEGRITY PROVISIONS – ASSOCIATED INFORMATION FORM**

**To be completed by the bidder:**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors:

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2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual:

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3. For a Joint Venture - the names of all current members of the Joint venture:

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4. For an individual - the full name of the person:

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**ANNEX "B" to Part 5**

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

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

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

OR

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

B. Check only one of the following:

OR

B1. The Bidder is not a Joint Venture.

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

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## Part 6 – RESULTING CONTRACT CLAUSES

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

### 1 Statement of Work

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

**(The Statement of Work will be adjusted to reflect the Work Package(s) for which the Contract has been awarded)**

### 2 Authorities

2.1 Each of the mentioned Authorities below may delegate his/her authority and may act through his/her duly appointed representatives.

2.2 Canada will, through the Contracting Authority, confirm to the Contractor, by Notice, within 15 days of the date of this Contract, the names of the persons who must act as the mentioned Authorities at subparagraphs 2.3 to 2.5 below. Such Notice will include postal and e-mail addresses, telephone and facsimile numbers. Canada may, from time to time, by Notice from the Contract Authority, change these persons who must act as the mentioned Authorities below. These Notices must not be effective until receipt thereof by the Contractor.

### 2.3 Contracting Authority

2.3.1 The Contracting Authority for the Contract is:

Michel Moore  
Supply Manager  
Public Works and Government Services Canada  
343-542-5081  
E-mail: michel.moore@tpsgc-pwgsc.gc.ca

2.3.2 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.

### 2.4 Technical Authority

2.4.1 The Technical Authority for the Contract is: **(To be inserted at Contract Award)**

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

2.4.2 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

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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.

## 2.5 Procurement Authority

2.5.1 The Procurement Authority for the Contract is: **(To be inserted at Contract Award)**

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

2.5.2 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.

## 2.6 Contractor's Representative

2.6.1 The Contractor's Representative for the Contract is: **(Bidder to complete)**

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

2.6.2 The Contractor must, by written notice to the Contracting Authority, designate a Project Manager who may act on behalf of and with the authority of the Contractor under this Contract. The Contractor's Project Manager is the authorized representative of the Contractor for all purposes of the Contractor. The Contractor must designate to Canada, by Notice, within fifteen (15) days of the date of this Contract, its Project Manager. Such Notice will include the name, title, company, e-mail address and telephone number of the Project Manager. The Contractor may, from time to time, by Notice, change such Representative. These Notices must not be effective until receipt thereof by Canada. The Contractor's Project Manager must have the right to delegate its authority and to act through its duly appointed representative(s). To be effective, such delegation must be in writing and must specify the nature and extent of the authority given, the name of the representative, with a copy delivered to Canada through the Contracting Authority, it being understood that a person to whom responsibilities have been delegated cannot further delegate such responsibilities.

## 3 Standard Clauses and Conditions

3.1 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.

## 3.2 General Conditions

3.2.1 [2035](#) (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 4 Security Requirements

4.1 There is no security requirement applicable to the Contract.

## 5 Term of Contract

### 5.1 Period of the Contract

5.1.1 The period of the Contract is from Contract award until all deliverables have been delivered as specified in this contract.

The estimated length of the Contract will depend on the Work Package(s) awarded. The following listed lengths are estimates and subject to change, all packages ending March 31 of year stated:

- Work Package A) First Officer type rating training – 2022-2026
- Work Package B) Competency-based In-flight training and aircraft Captain upgrade training – 2022-2026
- Work Package C) Recurrent / continuation training (simulator) – 2023-2027
- Work Package D) Cabin crew qualification training – 2022-2026
- Work Package E) Acceptance pilot familiarization training – 2022-2023
- Work Package F) Maintenance manager qualification training – 2022-2026
- Work Package G) Aircraft familiarization training – 2022-2026

### 5.2 Optional Goods and/or Services

5.2.1 The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "B" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

5.2.2 The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

## 6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7 Handling of Personal Information

7.1 The Contractor will be provided with the names and ranks (if applicable) of all trainees.

7.2 The Contractor acknowledges that Canada is bound by the [Privacy Act](#), R.S., 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the

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Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

- 7.3 All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

## **8 Payment**

### **8.1 Basis of Payment – Firm Price(s)**

- 8.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price(s), in accordance with Annex "B", Basis of Payment, for an amount of \_\_\_\_\_. Canadian customs duties are included and Applicable Taxes are excluded.
- 8.1.2 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.

### **8.2 Method of Payment – Multiple Payments**

- 8.2.1 Canada will pay the Contractor upon completion and delivery of the training 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.

### **8.3 T1204 – Direct Request by Customer Department**

- 8.3.1 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 8.3.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

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

(To be completed at Contract award)

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

- a) Direct Deposit (Domestic and International)
- b) Wire Transfer (International Only)

## 8.5 Taxes – Foreign-based Contractor (if applicable)

- 8.5.1 Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.
- 8.5.2 Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

## 9 Invoicing Instructions

- 9.1 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.
- 9.2 Each invoice must be supported by:
- 9.2.1 a description of the course taken, the number of participants and the cost per participant / course; and
  - 9.2.2 any other documents as specified in the Contract.
- 9.3 Invoices must be distributed as follows:
- 9.3.1 A copy must be forwarded, by e-mail, to the Procurement Authority for certification and payment.
  - 9.3.2 A copy must be forwarded, by e-mail, to the Contracting Authority.

## 10 Certifications and Additional Information

### 10.1 Compliance

- 10.1.1 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.

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

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

### 10.3 Canadian Content Certification

- 10.3.1 The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
- 10.3.2 The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
- 10.3.3 Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### 10.4 Replacement of Specific Individuals

- 10.4.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 10.4.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, provide notice to the Contracting Authority of the reason for replacing the individual and provide:
- a) the name, qualifications and experience of the proposed replacement; and
  - b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 10.4.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with Subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 11 Applicable Laws

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

## 12 Priority of Documents

- 12.1 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 (2022-05-12), General Conditions – Higher Complexity - Services;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

### **13 Defence Contract**

- 13.1 The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, and must be governed accordingly.
- 13.2 Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.
- 13.3 The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

### **14 Foreign Nationals – Canadian Contractor (if applicable)**

- 14.1 The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to Work temporarily in fulfillment of the Contract. If the Contractor wants to hire a foreign national to Work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary Work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non compliance with immigration requirements.

### **15 Foreign Nationals – Foreign based Contractor (if applicable)**

- 15.1 The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to Work temporarily in fulfillment of the Contract. If the Contractor wants to hire a foreign national to Work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the information required, documents and authorizations before performing any Work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non compliance with immigration requirements.

### **16 Insurance Requirements**

#### **16.1 Insurance – No Specific Requirement**

- 16.1.1 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



## **17 Dispute Resolution**

- 17.1 The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- 17.2 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.
- 17.3 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.
- 17.4 Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **18 Inspection and Acceptance**

- 18.1 The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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## ANNEX "A" to Part 7

### STATEMENT OF WORK

#### 1 Purpose

- 1.1 The purpose of this Statement of Work (SOW) is to identify the task-oriented training required by the Royal Canadian Air Force (RCAF) to safely operate Airbus A330-200 aircraft in the strategic air transport role.

#### 2 Background

- 2.1 Canada is acquiring used Airbus A330-200 aircraft and requires training. These aircraft have Rolls-Royce 772B engines, Airbus Standard Specification designation A330-243, and have a Thales Flight Management System.
- 2.2 RCAF flying operations are expected to commence in 2023 after an internal RCAF Release to Service process to ensure airworthiness and readiness criteria have been satisfied.
- 2.3 In the context of this SOW, use of the term, "national / civil aviation authority" refers to an aviation regulatory authority that is equivalent to Transport Canada. Any proposed national / civil authority must be acceptable to Canada, such as the Federal Aviation Administration or the European Union Aviation Safety Agency.

#### 3 General Requirements – Applicable to all Work Packages

##### 3.1 General

- 3.1.1 All training must be conducted in English.
- 3.1.2 If required, a kick-off meeting will be held after Contract award.
- 3.1.3 Days refers to calendar days unless otherwise indicated.

##### 3.2 Work Packages

- 3.2.1 A summary of the work packages is shown below.

WORK PACKAGE	TITLE	CONTENT
A	First Officer Type Rating Training	A330-200 First Officer type rating training.
B	In-Flight Training and Aircraft Captain Upgrade Training	Use of Contractor's own A330-243 aircraft. Competency-based in-flight training; minimum of 20 flights (16 flight sectors + 4 check sectors). Aircraft Captain upgrade training; includes 200 hours of in-flight supervision. RCAF sector check flight for each pilot.

C	Recurrent / Continuation Training	Recurrent / continuation training is conducted quarterly. One recurrent / continuation training session consists of three x 4-hour simulator sessions for pilots in crews of two pilots per crew. One simulator session per year will be dedicated to the annual pilot proficiency check and Instrument Rating Test (IRT) for each type rated pilot.
D	Cabin Crew Qualification Training	Qualification training for crews to safely operate the A330-200 aircraft. Load Specialist training.
E	Acceptance Pilot Familiarization Training	Acceptance pilot familiarization training to allow Department of National Defence (DND) / RCAF flight test pilots to conduct a post-maintenance acceptance test flight following Contractor maintenance and conduct any operational test and evaluation prior to RCAF flying operations.
F	Maintenance Manager Qualification Training	Detailed A330-243 maintenance manager qualification training for engineering support personnel. Minimum of one written examination.
G	Aircraft Familiarization Training	Basic A330-243 aircraft familiarization.

NOTE: The SOW will show only the relevant work package(s) at Contract award.

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#### 4 Requirements for Work Package A – A330-200 First Officer Type Rating Training

- 4.1 The Contractor must provide A330-200 First Officer type rating training for experienced RCAF pilots, many of whom are experienced Aircraft Captain's with at least 1,500 hours of flight time on other aircraft. Each serial must be a minimum of one crew of two pilots.
- 4.2 The Contractor must remain an A330-200 First Officer type rating training organization that is recognized by a national / civil aviation authority throughout the period of the Contract.
- 4.3 Qualification of the A330-200 Full Flight Simulator must remain valid for the entire duration of the Contract as described in the applicable qualification certificate through satisfactory inspection, recurrent evaluations, appropriate maintenance, and use in accordance with applicable qualification performance standards and requirements prescribed by a recognized national / civil aviation authority.
- 4.4 A330-200 First Officer type rating training must include:
- a) Application of standard Airbus A330-200 operating publications including:
    - i) Quick Reference Handbook (QRH);
    - ii) Flight Crew Operating Manual (FCOM);
    - iii) Airplane Flight Manual (AFM);
    - iv) Checklists;
    - v) Weight and Balance Manual; and
    - vi) Minimum Equipment List (MEL).
  - b) Extended Range Twin-Engine Operational Performance Standards (ETOPS);
  - c) Low Visibility Operations (LVO) (i.e., Category II / III);
  - d) A330-200 specific systems;
  - e) Use of Electronic Flight Bag (EFB) device;
  - f) Handling and procedures training using an A330-200 Full Flight Simulator;
  - g) Crew emergency procedures;
  - h) Full Flight Simulator pilot proficiency check; and
  - i) Practical tests, progress tests and written examinations.
- 4.5 The Contractor must provide the earliest possible start date for the first A330-200 First Officer type rating training serial. The start dates for the serials must be within 45 days after receiving written notification from Canada.
- 4.6 The Contractor must conduct A330-200 First Officer type rating training at the Contractor's training facility.
- 4.7 The Contractor must facilitate a qualified RCAF flight examiner, provided by Canada, who will monitor each candidate's Full Flight Simulator pilot proficiency check.
- 4.8 The Contractor must submit a schedule and syllabus for A330-200 First Officer type rating training, which will be agreed upon by both parties.
- 4.9 The proposed schedule(s) and syllabus for type rating training must be submitted within 14 calendar days after receiving written notification from Canada.
- 4.10 The proposed schedule(s) for type rating training must show:
- a) Commencement and completion of each type rating serial;

- b) Statutory holidays and non-training days; and
- c) Individual Full Flight Simulator pilot proficiency checks.

- 4.11 The syllabus must identify the main subjects covered during the A330-200 First Officer type rating training course.
- 4.12 The Contractor must present each type rating training graduate with a Certificate of Course Completion.
- 4.13 The Contractor must present each type rating training graduate with a Course Report or equivalent.
- 4.14 The Course Report or equivalent must indicate the total hours of:
  - a) First Officer type rating course instruction; and
  - b) Instruction and proficiency checks in the A330-200 simulator.

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**5 Requirements for Work Package B – A330-200 First Officer Competency-Based In-Flight Training and Aircraft Captain Upgrade Training**

- 5.1 The Contractor must conduct competency-based in-flight training for type rated First Officers and Aircraft Captain upgrade training in the Contractor's A330-243 aircraft.
- 5.2 The Contractor must remain a qualified air operator that is recognized by a national / civil aviation authority throughout the period of the Contract.
- 5.3 The Contractor must host an on-site training conference to discuss the integration of RCAF First Officer training content, standards, evaluations and First Officer performance assessments into the competency-based in-flight training and Aircraft Captain upgrade training. This conference must be held within 30 days after Contract award.
- 5.4 The on-site training conference must not be more than five days in duration; up to four DND / RCAF personnel are expected to attend.
- 5.5 The Contractor must be capable of supporting a cadre of up to six pilots simultaneously.
- 5.6 The Contractor must monitor and report RCAF A330-200 First Officer performance to Canada during competency-based in-flight training and Aircraft Captain upgrade training on a bi-weekly basis.
- 5.7 The Contractor must provide a static A330-200 aircraft to conduct:
- a) Exterior safety inspection;
  - b) Exterior walk-around procedure; and
  - c) Cockpit preparation.
- 5.8 Competency-based in-flight training for each candidate must include:
- a) A minimum of 20 flights:
    - i) 16 flight sectors with a variety of destinations, including at least two Extended Range Twin Engine Operational Performance Standards (ETOPS) flight sectors; and
    - ii) A minimum of four check sectors, including at least one ETOPS check sector.
  - b) Written performance assessments; and
  - c) Successful check ride.

Note: Canada considers a flight / check sector to be a single flight that consists of take-off, climb, cruise and landing.

- 5.9 The Contractor must provide A330-200 Aircraft Captain upgrade training for type rated First Officers in the Contractor's A330-200 aircraft.
- 5.10 A330-200 Aircraft Captain upgrade training must include 200 flying hours for each type rated First Officer.

Note: RCAF aircrew personnel are limited to a maximum of:

- 120 flying hours in a rolling 30-day period; and
- 300 flying hours in a rolling 90-day period.

- 5.11 A330-200 Aircraft Captain upgrade training must include the following flight sectors:
- a) North America;
  - b) Oceanic;
  - c) Europe; and
  - d) Extended Range Twin Engine Operational Performance Standards (ETOPS).
- 5.12 Competency-based in-flight training for the type rated First Officers must commence within 60 days after receiving written notification from Canada.
- 5.13 The competency-based in-flight training for each candidate must be completed within 60 days of the start of the training.
- 5.14 Flying supervisors for competency-based in-flight training must be qualified A330-200 training pilots.
- 5.15 A330-200 Aircraft Captain upgrade training must commence within 14 days following competency-based in-flight training.
- 5.16 The Contractor must facilitate a qualified RCAF flight examiner, provided by Canada, in conducting a sector check flight on each eligible RCAF Aircraft Captain.
- 5.17 The duration of A330-200 Aircraft Captain upgrade training must be completed within 120 calendar days per candidate.
- 5.18 The Contractor must submit a plan to conduct competency-based A330-200 in-flight training and aircraft Captain upgrade training, which will be agreed upon by both parties.
- 5.19 The proposed training plans must be submitted within 14 days following the on-site training conference.
- 5.20 The plan for competency-based in-flight training must include:
- a) Generic timelines for in-flight training;
  - b) Performance Objectives for each flight sector;
  - c) Performance standards for each check sector / check ride; and
  - d) Criteria used in the written performance assessments.
- 5.21 The plan for A330-200 Aircraft Captain upgrade training must include:
- a) Operating location(s);
  - b) Performance Objectives;
  - c) Operations plan for each upgrade training candidate to acquire 200 flying hours;
  - d) Description of how upgrade training candidate performance will be monitored by supervisors and reported to Canada;
  - e) Allowances for quarterly recurrent / continuation training events, if required;
  - f) Planned vacation periods; and
  - g) One dedicated flight at the conclusion of upgrade training for an RCAF flight examiner to conduct a sector check flight on each upgrade training candidate.

**6 Requirements for Work Package C – Recurrent / Continuation Training**

- 6.1 The Contractor must conduct "wet lease" quarterly recurrent / continuation training at the Contractor's training facility. The term, "wet lease," means that the leasing of the Full Flight Simulator includes a qualified simulator instructor.
- 6.2 The Contractor must provide quarterly recurrent / continuation training for type rated pilots in crews of two pilots per crew.
- 6.3 The Contractor must remain an A330-200 recurrent / continuation training organization that is recognized by a national / civil aviation authority throughout the period of the Contract.
- 6.4 Qualification of the A330-200 Full Flight Simulator must be valid as described in the applicable qualification certificate through satisfactory inspection, recurrent evaluations, appropriate maintenance, and use in accordance with applicable qualification performance standards and requirements prescribed by a recognized national / civil aviation authority.
- 6.5 The Contractor must facilitate an RCAF flight examiner, provided by Canada, in conducting an annual proficiency check and Instrument Rating Test (IRT) on every type rated pilot in the A330-200 Full Flight Simulator.
- 6.6 The table below shows the estimated annual RCAF requirements for recurrent / continuation training sessions in the Full Flight Simulator.

<b>Recurrent / Continuation Training Requirement</b>	<b>Per two-pilot crew</b>	<b>Per four crews</b>
Quarterly recurrent / continuation training sessions	3	12
Annual proficiency check and Instrument Rating Test conducted by an RCAF flight examiner	2	8

Note: For the annual proficiency check and IRT both pilots in the crew will require testing.

- 6.7 Quarterly recurrent / continuation training must commence within 60 calendar days after receiving written notification from Canada; the expected start date is February 2023.
- 6.8 Quarterly recurrent / continuation training must:
  - a) Consist of three x 4-hour simulator sessions;
  - b) Include a pre-flight briefing prior to the simulator session;
  - c) Include a post-flight de-briefing after the simulator session;
  - d) Extend over a three consecutive day schedule; and
  - e) Schedule the three simulator sessions for the same start time each day.
- 6.9 The Contractor must submit a schedule for quarterly recurrent / continuation training, which will be agreed upon by both parties.
- 6.10 The proposed schedule must be submitted within 14 calendar days after receiving written notification from Canada.
- 6.11 The proposed schedule for quarterly recurrent / continuation training must:
  - a) Cover the duration from the first training event until July 2027;
  - b) Show statutory holidays and non-training days;



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- c) Include quarterly recurrent / continuation training events for five crews;
- d) Include annual proficiency check and IRT events for 10 pilots; and
- e) Sequence the quarterly recurrent / continuation training events with an even interval between events.

Note: The estimated number of pilots requiring recurrent / continuation training is four crews, 8 individual pilots. However, if number of crew is increased a new schedule will be required.

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**7 Requirements for Work Package D – A330-200 Cabin Crew Qualification Training**

- 7.1 The RCAF requires experienced cabin crew to undergo A330-200 cabin crew qualification training. Each set of cabin crew will consist of eight personnel: one Load Specialist plus seven cabin crew members. All crews selected for training are currently qualified on the Airbus A310 aircraft.
- 7.2 The Contractor must remain an A330-200 cabin crew qualification training organization that is recognized by a national / civil aviation authority throughout the period of the Contract.
- 7.3 A330-200 cabin crew qualification training must focus on the technical aspects of operating the A330-200 aircraft, i.e., "differences training."
- 7.4 A330-200 cabin crew qualification training must include:
- a) Application of standard A330-200 operating publications including the Cabin Crew Operating Manual / Flight Attendant Manual;
  - b) Safety procedures;
  - c) Emergency equipment;
  - d) Emergency procedures;
  - e) Aircraft specific systems;
  - f) Drills, including oven fire, cabin smoke, emergency egress and pilot incapacitation; and
  - g) A minimum of one written examination.
- 7.5 Load Specialist training, in addition to the A330-200 cabin crew qualification training described above, must include:
- a) Weight and balance concepts;
  - b) Use of the Mission Planning System to calculate weight and balance;
  - c) Application of the Weight and Balance Manual;
  - d) Use of the Load and Trim Sheet;
  - e) Checklist;
  - f) Cargo planning - restrictions and limitations;
  - g) Cargo loading and unloading procedures;
  - h) Application of the Cargo Loading System Manual; and
  - i) A minimum of one written examination plus any practical test(s).
- 7.6 After receiving or written notification from Canada, the Contractor must provide the earliest possible start date for A330-200 cabin crew qualification training but this start date must not be more than 60 calendar days after receipt of notification. The expected date for the first serial is February 2023.
- 7.7 The Contractor must conduct A330-200 cabin crew qualification training at the Contractor's training facility.
- 7.8 The Contractor must conduct Load Specialist training at the Contractor's training facility.
- 7.9 The Contractor must submit a schedule and syllabus for A330-200 cabin crew and Load Specialist training, which will be agreed upon by both parties.
- 7.10 The Contractor must submit a schedule and syllabus for cabin crew and Load Specialist qualification training within 14 calendar days after receiving written notification from Canada.
- 7.11 The schedule for cabin crew qualification training must show:
- a) Commencement and completion of each of the training serials;

- b) Statutory holidays and non-training days; and
  - c) No overlap between the training serials.
- 7.12 Load Specialist training must be conducted immediately following each candidate's A330-200 cabin crew qualification training serial.
- 7.13 The Contractor must present each graduate with a Certificate of Course Completion and Course Report. The Course Report must indicate the total hours of:
- a) Cabin crew qualification training course instruction; and
  - b) Practical time spent in a cabin mockup / aircraft.

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## 8 Requirements for Work Package E – Acceptance Pilot Familiarization Training

- 8.1 The Contractor must provide A330-200 acceptance pilot familiarization training to DND / RCAF flight test pilots. The pilot(s) will have significant operational and flight test experience; including a minimum of 2,500 hours of flight time, a minimum of 1,000 hours pilot in command time and will be a Fixed Wing Test Pilot School graduate.
- 8.2 The Contractor must remain an A330-200 First Officer type rating training organization that is recognized by a national / civil aviation authority throughout the period of the Contract.
- 8.3 Qualification of the A330-200 Full Flight Simulator must be valid as described in the applicable qualification certificate through satisfactory inspection, recurrent evaluations, appropriate maintenance, and use in accordance with applicable qualification performance standards and requirements prescribed by a recognized national / civil aviation authority.
- 8.4 The Contractor must conduct acceptance pilot familiarization training at the Contractor's training facility.
- 8.5 After receiving or written notification from Canada, the Contractor must provide the earliest possible start date for acceptance pilot familiarization training; however, the completion date of the training must be no later than November 30, 2022.
- 8.6 The Contractor must submit a plan and schedule for the acceptance pilot familiarization training, which will be agreed upon by both parties.
- 8.7 The proposed plan and schedule for A330-200 acceptance pilot familiarization training must be submitted not more than 14 calendar days following Contract award.
- 8.8 The plan for A330-200 acceptance pilot familiarization training must:
- Recognize the uniqueness of the post-maintenance acceptance test flight requirements;
  - Acknowledge the professional credentials and flight test experience of the selected DND / RCAF acceptance test pilots; and
  - Provide training to a skill level for the candidates to pass a pilot proficiency check.
- Note: The skill level to pass a pilot proficiency check is defined in Transport Canada publication *TP 14727E Pilot Proficiency Check and Aircraft Type Rating*; equivalent standards may be acceptable to Canada.
- 8.9 Acceptance pilot familiarization training must include Extended Range Twin Engine Operational Performance Standards (ETOPS).
- 8.10 The schedule for A330-200 acceptance pilot familiarization training must include:
- Commencement of ground school;
  - Aircraft handling and procedures training in the A330-200 Full Flight Simulator;
  - Simulator pilot proficiency check; and
  - Statutory holidays and non-training days.
- 8.11 Refresher training in the A330-200 Full Flight Simulator must be conducted every 90 calendar days (as required) and may be required until September 2023.

8.12 Refresher training in the A330-200 Full Flight Simulator must:

- a) Consist of two x 4-hour simulator sessions;
- b) Include a pre-flight briefing prior to the simulator session;
- c) Include a post-flight de-briefing after the simulator session;
- d) Extend over a two consecutive day schedule; and
- e) Schedule the two simulator sessions for the same start time each day.

8.13 Refresher training in the A330-200 Full Flight Simulator must focus on:

- a) A330-200 ABNORMAL and EMERGENCY procedures; and
- b) The planned test flight profile for the post-maintenance acceptance test flight.

Note: The DND / RCAF flight test pilots will have a detailed understanding of the post-maintenance test flight objectives and the planned test flight profile.

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**9 Requirements for Work Package F – A330-243 Maintenance Manager Qualification Training**

- 9.1 The Contractor must conduct A330-243 maintenance manager qualification training at the Contractor's training facility.
- 9.2 The Contractor must provide A330-243 maintenance manager qualification training for engineering support personnel in one serial.
- 9.3 The Contractor must remain an A330-200 maintenance training organization that is recognized by a national / civil aviation authority throughout the period of the Contract.
- 9.4 A330-243 maintenance manager qualification training must include a detailed description of:
- a) Aircraft physical characteristics;
  - b) Aircraft systems purpose, characteristics and interface with other systems;
  - c) Aircraft safety procedures and associated regulations;
  - d) Extreme cold / hot weather ground operating procedures;
  - e) Suite of operational and technical publications;
  - f) Application of the Minimum Equipment List (MEL);
  - g) Extended Range Twin-Engine Operational Performance Standards (ETOPS), certification and maintenance requirements;
  - h) Entire preventive and corrective maintenance program;
  - i) Maintenance planning considerations; and
  - j) Aircraft health and condition monitoring.
- 9.5 A330-243 maintenance manager qualification training must include:
- a) Progress tests; and
  - b) A minimum of one written examination covering all academic training material plus one exam de-brief session per written exam.
- 9.6 The passing grade for the written examination(s) must be 80%.
- 9.7 A330-243 maintenance manager qualification training must include one day of static aircraft training to:
- a) Highlight aircraft hazards and aircraft safety features;
  - b) Observe component locations;
  - c) Demonstrate use of specialized A330-243 Support and Test Equipment;
  - d) Observe typical aircraft ground handling equipment; and
  - e) Observe typical cargo loading equipment and procedures.
- 9.8 The start date for A330-243 maintenance manager qualification training must be no later than 45 calendar after receiving written notification from Canada.
- 9.9 The A330-243 maintenance manager qualification training course must be at least 10 training days but must not exceed 15 training days in duration.
- 9.10 The Contractor must submit a schedule and syllabus for the A330-243 maintenance manager qualification training, which will be agreed upon by both parties.
- 9.11 The proposed schedule and syllabus for the A330-243 maintenance manager qualification training must be submitted within 14 calendar days of Contract award.

- 9.12 The schedule for maintenance manager qualification training must show:
- a) Commencement and completion dates;
  - b) Static aircraft training date;
  - c) Written exam(s); and
  - d) Statutory holidays and non-training days.
- 9.13 The Contractor must present each maintenance manager qualification training graduate with a Certificate of Course Completion.
- 9.14 The Contractor must present each maintenance manager qualification training graduate with a Course Report or equivalent.

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## 10 Requirements for Work Package G – A330-243 Aircraft Familiarization Training

- 10.1 The Contractor must conduct A330-243 aircraft familiarization training at the Contractor's training facility.
- 10.2 The Contractor must remain an A330-200 maintenance training organization that is recognized by a national / civil aviation authority throughout the period of the Contract.
- 10.3 The Contractor must provide A330-243 aircraft familiarization training for project management personnel in one serial.
- 10.4 The start date for A330-243 aircraft familiarization training must be no later than 45 calendar days after receiving written notification from Canada.
- 10.5 The A330-243 aircraft familiarization training course must not exceed five training days in duration.
- 10.6 A330-243 aircraft familiarization training must include a basic description of:
  - a) Aircraft physical characteristics;
  - b) Aircraft systems characteristics;
  - c) Aircraft systems operational capabilities;
  - d) Aircraft systems interface;
  - e) Suite of operational and technical publications; and
  - f) Maintenance program, including health and condition monitoring.
- 10.7 A330-243 aircraft familiarization training must include a minimum of four hours of static aircraft training to observe:
  - a) Aircraft hazards and aircraft safety features;
  - b) Component locations;
  - c) Specialized A330-200 Support and Test Equipment;
  - d) Typical aircraft ground handling equipment; and
  - e) Typical cargo loading equipment.
- 10.8 The Contractor must submit a schedule and syllabus for A330-243 aircraft familiarization training, to be agreed upon by both parties.
- 10.9 The schedule and syllabus for the A330-243 aircraft familiarization training course must be submitted no later than 14 days after receiving written notification from Canada.
- 10.10 The schedule for aircraft familiarization training must show:
  - a) Course commencement on a Monday morning;
  - b) Course conclusion on a Friday afternoon; and
  - c) The static aircraft training period.
- 10.11 The Contractor must present each aircraft familiarization graduate with a Certificate of Course Completion.



**ANNEX “B” to Part 7**

**BASIS OF PAYMENT**

The Contractor will be paid in **(To be inserted at Contract award)** dollars, customs duties included and applicable taxes extra.

The basis of payment for each Work Package includes the guaranteed number of serial(s)/trainee(s) and optional training which Canada may exercise at any time.

**Will be completed at Contract award.**

Work Package A) First Officer Type Rating Training

Fiscal Year	Price per trainee	Number of crews	Number of trainees (2 trainees per crew)	Extended price
Guaranteed Numbers				
2022/2023 to 2023/2024		4	8	
Optional				
2022/2023 to 2026/2027				
Sub-total				
Taxes				
Total				

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Basis of Payment

**Work Package B) Competency-based In-flight Training and Aircraft Captain Upgrade**

Fiscal Year	Price per trainee	Number of trainees	Extended price
<b>Competency-based In-flight Training</b>			
Guaranteed Number			
2022/2023 to 2023/2024		6	
Optional			
2022/2023 to 2025/2026			
<b>Upgrade to Aircraft Captain Training</b>			
Guaranteed Number			
2022/2023 to 2024/2025		6	
Optional			
2022/2023 to 2026/2027			
Sub-total			
Taxes			
Total			

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**Work Package C) Recurrent / Continuation Training (Simulator)**

Each crew (2 pilots) will require 3 simulator sessions and each pilot will require an annual proficiency check and Instrument Rating Test (IRT) per year. The number of simulator sessions will only be guaranteed per year by 2024/2025 as the pilots complete A330-200 aircraft First Officer training.

Fiscal Year	Price per simulator session	Number of simulator session per crew per year	Number of crews (two pilots per crew)	Extended price
Guaranteed Number				
2023/2024 to 2026/2027		5	4	
Optional				
2023/2024 to 2026/2027				
Sub-total				
Taxes				
Total				

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**Work Package D) Cabin Crew Qualification Training**

Fiscal Year	Price per trainee	Number of Crews (8 trainee per crew)	Number of trainees	Extended price
Cabin Crew Training				
Guaranteed Number				
2022/2023 to 2023/2024		4	32	
Optional				
2022/2023 to 2025/2026				
Load Specialist Training				
Guaranteed Number				
2022/2023 to 2023/2024		N/A	4	
Optional				
2022/2023 to 2025/2026		N/A		
Sub-total				
Taxes				
Total				

Work Package E) Acceptance Pilot Familiarization

Price per trainee / session	Number of trainee / sessions	Extended Price
Acceptance Pilot Familiarization		
Guaranteed Number		
	1	
Optional		
Refresher simulator training		
	Sub-total	
	Taxes	
	Total	

Work Package F) Maintenance Manager Qualification Training

Fiscal Year	Price per serial	Number of serials	Number of trainees per serial	Extended price
Guaranteed Number				
2022/2023		1	Up to 5	
Optional				
2022/2023 to 2025/2026			Up to 5	
			Sub-Total	
			Taxes	
			Total	

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**Work Package G) Aircraft Familiarization Training**

Fiscal Year	Price per serial	Number of serials	Number of trainees per serial	Extended price
Guaranteed Number				
2022/2023		1	Up to 20	
Optional				
2022/2023 to 2025/2026			Up to 10	
Sub-total				
Taxes				
Total				