



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

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

REQUEST FOR QUOTATION/OFFER DEMANDE DE PRIX/D'OFFRE

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Department of National Defence
/Ministère de la Défense nationale

Attn: Donnalee Roman DAP 6-6

Donnalee.Roman@forces.gc.ca

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

Title/Titre: FIXED WING AIRCRAFT SERVICES/SERVICES D'AVIONS À VOILURE FIXE		Solicitation No – N° de l'invitation W8485-237191	
Date of Solicitation – Date de l'invitation 08-12-2023			
Address Enquiries to – Adresser toutes questions à Donnalee Roman, DAP 6-6 by email at Donnalee.Roman@forces.gc.ca Department of National Defence /Ministère de la Défense nationale Director General Aerospace Equipment Program Management/Gestion du Programme d'Équipement Aérospatiale Directorate of Aerospace Procurement/Directeur Obtention Aérospatiale			
Telephone No. – N° de téléphone		FAX No – N° de fax	
Destination Canadian Forces Maritime and Experimental Test Ranges (CFMETR) Nanoose Bay, BC, V9P 9J9 Centre d'expérimentation et d'essais maritimes des Forces canadiennes (CEMFC) Nanoose Bay, CB, V9P 9J9			

Instructions:

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

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

Solicitation Closes – L'invitation prend fin

22nd December, 2023 at 5:00 pm ET.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

1.2.1 The Department of National Defence (DND), Director of Aerospace Equipment Program Management (Material) (DAEPM(M)) has a requirement to procure as and when requested charter services of a commercial fixed wing aircraft to provide air drop test and associated services at the Canadian Forces Maritime and Test Ranges (CFMETR) in Nanoose Bay, British Columbia (BC). The requirement also includes Additional Work Requirements (AWR) associated with maintaining the Government Furnished Equipment (GFE). The period of the contract will be for 3 years plus two one year option periods.

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

1.2.3 *This procurement is subject to the Controlled Goods Program. The Defence Production Act defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).*

1.3 Debriefings

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

1.4 Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by email at boa.opo@boa-opo.gc.ca, by telephone at 1- 866-734-5169, or by web at www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the OPO website.**PART 2 - BIDDER INSTRUCTIONS**

2.1 Standard Instructions, Clauses, and Conditions

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

The Bid must be submitted by email to the Contracting Authority listed at 7.5.1 by the date and time indicated on page 1 of the bid solicitation.

2.3 Former Public Servant

SACC Manual Clause [A3026T](#) (2020-05-04), Former Public Servant – Competitive Bid
Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer.

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

SACC Manual Clause [A906T](#) (2007-05-25), Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid (via email)
- Section II: Financial Bid (via email)
- Section III: Certifications (via email)
- Section IV: Additional Information (via email)

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided

through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

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

Section I: Technical Bid

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

The table attached as Annex F to the RFP is an extract of the requirements listed in the SOW.

Section II: Financial Bid

3.1.1 Bidders must submit a completed Annex B – Basis of Payment with their financial bid.

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex F.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Additional Certifications Precedent to Contract Award

5.2.2.1 Rate or Price Certification

SACC Manual Clause [C0002T](#) (2010-01-11), Price Certification – Canadian Based Suppliers (other than agency and resale outlets)

SACC Manual Clause [C0003T](#) (2008-12-12), Price Certification – Canadian Suppliers

The bidder certifies that the price proposed is based on costs computed in accordance with Contract Cost Principles 1031-2 and includes an estimated amount of profit \$_____.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 7.
 - (c) the bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Controlled Goods Requirement

SACC Manual clause [A9130T](#) (2019-11-28), Controlled Goods Program

6.3 Insurance Requirements

See article 7.14 for Insurance Requirement.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Task Authorization

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

7.1.2.1 Task Authorization Process

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

1. The Procurement Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or DND 626, Task Authorization form specified in Annex E. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for

the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.

2. The Contractor must provide the Procurement Authority within 15 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

3. The Contractor must not commence work until a TA authorized by the Procurement Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Minimum Work Guarantee - All the Work - Task Authorizations

SACC Manual Clause B9030C (2011-05-16), Minimum Work guarantee – All the work – task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5 Aircraft Missions Fee at the rate of _____ per mission for a sub total of _____ plus the Project Management and Maintenance Fee _____ (amounts inserted at contract signing) to a total annual (per year) limit of \$_____.

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

7.1.2.6 Task Authorization - Department of National Defence

SACC Manual Clause [B9051C](#) (2011-05-16), Task Authorization – Department of National Defence

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

- 7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.
- 7.3.2** The contractor must, at all time during the performance of the contract, hold a valid Designated Organization Screening (DOS), issued by the Contract security Program (CSP), Public works and Government Service Canada (PWGSC)
- 7.3.3** This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program of Public Works and Government Services Canada (PWGSC)
- 7.3.4** The Contractor personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
- 7.3.5** Subcontracts which contain security requirements are NOT to be awarded without prior written permission of the CSP, PWGSC.
- 7.3.6** The contractor must comply with the provisions of the:
- A) Security Requirements Check List, attached at Annex D
 - B) Contract Security Manual (Latest Edition)

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the contract is from _____ 2024 to _____ 2027.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by two 1-year period options under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provision as set out in the Basis of Payment.

Canada may exercise this option at anytime by sending a written notice to the Contractor at least 90 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Donnalee Roman
DAP 6-6
Department of National Defence

Directorate of Aerospace Procurement
National Defence Headquarters
101 Colonel By Drive
Ottawa, ON, K1A 0K2

E-mail address: donnalee.roman@forces.gc.ca

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

7.5.2 Technical Authority

The Technical Authority for the Contract is: to be added at contract signing

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

7.5.3 Contractor's Representative (to be inserted at contract award)

7.6 Proactive Disclosure of Contracts with Former Public Servants

SACC Manual Clause [A3025C](#) (2020-05-04), Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

SACC Manual Clause [C0204C](#) (2017-08-17), Basis of Payment: Individual Task Authorizations

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

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

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

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

SACC Manual Clause C9010C (2013-04-25), Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

Canada will pay the Contractor on an as and when requested basis for work performed and properly invoiced in accordance with the payment provisions of the contract if:

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

7.7.4 T1204 – Direct Request by Customer Department

SACC Manual Clause [A9117C](#) (2007-01-11), T1204 – Direct Request by customer Department

7.7.5 Electronic Payment of Invoices – Contract

SACC Manual Clause [H3027C](#) (2016-01-28), Electronic Payment of Invoices – Contract

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

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

7.7.6 Discretionary Audit

SACC Manual Clause [C0100C](#) (2010-01-11), Discretionary Audit – Commercial Goods and/or Services

7.7.7 Time Verification

SACC Manual Clause [C0710C](#) (2007-11-30), Time and Contract Price Verification

7.8 Invoicing Instructions

SAAC Manual Clause [H5001C](#) (2008-12-12), Invoicing Instructions

The contractor must submit via e-mail 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.

E-copies of the invoices must be forwarded to the Contracting Authority and the Technical Authority identified under section 7.5 entitled “Authorities.”

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) [2035](#) (2022-12-01), General Conditions – Higher Complexity;
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirement
- (f) Annex D, Security Requirements Check List (*if applicable*);
- (g) Annex E, DND626
- (h) the Contractor's bid dated _____

7.12 Defence Contract

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

7.13 SACC Manual Clauses

SACC Manual Clause [B4032C](#) (2006-06-16), Safety Briefing

SACC Manual Clause [B4028C](#) (2008-05-12), Air Charter Conditions

SACC Manual Clause [D5324C](#) (2007-11-30), Inspection

7.14 Insurance Requirements

SACC Manual clause [G1001C](#) (2013-11-06), Insurance - Specific Requirement

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

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

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

7.15 Controlled Goods Program

SACC Manual Clause [A9131C](#) (2020-11-19), Controlled Goods Program

SACC Manual Clause [B4060C](#) (2011-05-16), Controlled Goods

7.16 Dispute Resolution

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

7.17 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or conditions of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1866-734-5169 or by email at boa.opo@boa.opo.gc.ca

7.18 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting administration of this Contract if the requirement of subsection 2.1(1) of the Department of Public Works and Government Services Act and section 15 and 16 of the Procurement Ombudsman Regulation have been met.

To file a complaint, The Office of the Procurement Ombudsman may be contacted by email at boa.opo@boa.opo.gc.ca by telephone 1-866-734-5169 or by web at www.opo-boa.gc.ca.

ANNEX "A"

STATEMENT OF WORK

FIXED WING AIRCRAFT SERVICES

1. SCOPE

1.1. Purpose

This Statement of Work (SOW) details the requirement of the Department of National Defence (DND), Director of Aerospace Equipment Program Management (Material) (DAEPM(M)), for the provision of as and when requested fixed wing aircraft services to provide air drop test and associated services at the Canadian Forces Maritime and Experimental Test Ranges (CFMETR) in Nanoose Bay, British Columbia (BC). This SOW also includes Additional Work Requirements (AWR) associated with maintaining the Government Furnished Equipment (GFE).

1.2. Background

CFMETR is responsible for performing developmental, qualification and lot testing on all sonobuoys procured for the Canadian Forces (CF), but also performs other testing and data gathering tasks as required by DND. CFMETR is a field unit of Assistant Deputy Minister (Material) (ADM (Mat)) and operates the only sonobuoy test range in Canada.

The services of a fixed-wing aircraft are required in order to air deploy sonobuoys during the execution of sonobuoy testing at CFMETR.

2. APPLICABLE DOCUMENTS

2.1. List of Documents

The following documents form a part of this SOW to the extent specified herein. The issue in effect on the date of the Request for Proposal (RFP) must form part of this SOW. When a specific issue of an applicable document is listed, no other issue must be used without prior, written permission from the TA or delegate. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW must be considered a superseding requirement.

- a. C-12-140-000/CS-081, Technical Manual for the Turbo Beaver Dual Sonobuoy Launch System
- b. Aeronautics Act, R.S.C. 1985, c. A-2: <http://laws-lois.justice.gc.ca/eng/acts/A-2/>
- c. RCAF (Royal Canadian Air Force) Flight Operations Manual: http://winnipeg.mil.ca/cms/Libraries/FOM_Full_Document/RCAF_Flight_Operations_Manual_-4_Sep_2014_doc_1.sflb.ashx
- d. Canadian Aviation Regulations (CARs): <http://www.tc.gc.ca/eng/acts-regulations/regulations-sor96-433.htm>

- e. A-GA-135-001/AA-001, Flight Safety for the Canadian Forces: http://www.rcf-arc.forces.gc.ca/assets/AIRFORCE_Internet/docs/en/flight-safety/aga135001-aa001-v3-23mar18-en.pdf
- f. B-GA-100-001/AA-000, National Defence Flying Orders, Book 1 and 2 Flight Rules: <http://winnipeg.mil.ca/cms/Files/B-GA-100%20Book%201%20of%202%20Change%209%20english.pdf>
- g. 1 Canadian Air Division Orders: rcf.mil.ca/en/1-cad/cado.page
- h. A-LM-007-100/AG-001, Supply Administration Manual: [Supply Administration Manual \(SAM\) | Guides | Policy & Directives | Materiel Management | Materiel Group](#)
- i. A-LM-184-001/JS-001, Special Instructions for Repair and Overhaul Contractors: [Supply Administration Manual \(SAM\) | Guides | Policy & Directives | Materiel Management | Materiel Group](#)
- j. Nanoose Bay CFMETER SOPS
http://esquimalt.mil.ca/cfmet/Documents/Unit_Standing_Orders/CFMETR_Unit_Standing_Orders_2017_08.pdf
- k. AEPM 2018956, Aircraft Flight Manual Supplement (AFMS) for the Replacement PSLT, which includes operating instructions, limitations and Check Lists.
- l. B-22-050-278/FP-000, Aviation Life Support equipment (ALSE) Manual.

NOTE: Electronic copies of references that are not accessible outside of the DND/CAF will be provided.

3. REQUIREMENTS

3.1 Tasks

The work to be performed under this SOW includes but is not limited to the following tasks:

- a. As and when requested fixed wing aircraft services to provide air drop test and associated services at the Canadian Forces Maritime and Test Ranges (CFMETER) in Nanoose Bay, British Columbia (BC). Use of the aircraft must be exclusive to DND for the duration of each particular CFMETER request for service.
- b. In addition to the Air Charter Services, there will be times when additional work is required in supporting and ensuring the operational capability of the sonobuoy program. : The types of additional minor Work are listed under para 3.2.2 Additional Work Requirements (AWR)

3.2 Technical Requirements

The technical requirements of each task are detailed below:

3.2.1 As And When Requested Fixed-Wing Aircraft Services

3.2.1.1 Availability

The contractor must provide a primary and back up aircraft they must be DeHavilland DHC2 Beaver or DeHavilland DHC2T Turbo Beaver aircraft or a combination of the two. The aircraft will have the necessary modifications embodied and have the required Transport Canada Certification. The contractor must be available for scheduled flights, in case of unserviceability or other unforeseen circumstance causing a cancellation, no more than a 24 hour delay will be allowed except when the mission is cancelled by the pilot due to weather.

3.2.1.2 Base of Operations

The base of operations for all flight services work to be performed is at CFMETR in Nanoose Bay, BC. Additional Work Requirements may be carried out at the contractor's regular place of business.

3.2.1.3 Aircraft Configuration

The aircraft requirements are detailed below:

- a. The aircraft must be a DeHavilland DHC2 Beaver or DeHavilland DHC2T Turbo Beaver, float equipped and must be capable of performing the work described;
- b. The aircraft must be equipped with both a VHF AM and VHF FM transceiver to allow communications on frequencies in use at departure, en route, destination and on the sonobuoy operations control radio net on 142.515 MHz VHF-FM while concurrently monitoring normal aircraft VHF-AM radio for safety of flight. The contractor must supply this equipment;
- c. The aircraft must be capable of being fitted with the government furnished sonobuoy launch equipment described, and have an internal volumetric capacity sufficient to allow the carriage of up to 16 sonobuoys and the loading and launching of those sonobuoys while in-flight;
- d. The Contractor must maintain the equipment and aircraft in a suitable condition to meet airworthiness, licensing and safety standards of Canada (DND and Transport Canada Civil Aviation (TCCA); and
- e. The Contractor must be self-sufficient when conducting operations within the CFMETR, Nanoose Bay area including, but not limited to, aircrew and maintenance support staff when required.

Note: The government furnished sonobuoy launch equipment was designed to be mounted in place of the rectangular camera hatch normally located on the floor of the DeHavilland DHC-2 Beaver and DHC-2T Turbo Beaver. The Sonobuoy Launch Container (SLC) launcher requires the installation of "hard points" adjacent to the camera hatch; details of the required modification are available on request from DND. The aircraft modification kits and hard points for the sonobuoys

launch equipment are of a non-interference nature and do not limit the use of the aircraft for other commercial purposes.(ref a)

3.2.1.4 Aircraft Performance

The aircraft will be used to drop sonobuoys (ref k) that are used operationally by the CP 140 and at a minimum must be capable of dropping sonobuoys from altitudes of 80 to 3000 metres and at airspeeds between 80 and 230 kilometres per hour (kph). The aircraft must be capable of completing all flight profiles within the limitations of the civil Type Certificate and Certificate of Airworthiness

3.2.1.5 Regulatory Requirements and Approvals

The Contractor must comply with the provisions of the Aeronautics Act, R.S.C. 1985, c. A-2 (ref b), the Department of National Defence / Canadian Armed Forces (DND/CAF) airworthiness program and with all regulations, directions, orders and rules made pursuant thereof which are applicable to the services to be performed under the Contract. (ref c & g)

In accordance with the Aeronautics Act, while providing defence-related services for the DND/CAF, the air operator will operate under the airworthiness oversight of the DND/CAF. In particular, the Contractor must be capable of being awarded a Temporary Authority to Operate (TAO) to conduct the defence-related services required. A TAO is a military flight authorization, issued by the DND/CAF airworthiness staffs, that authorizes a civil organization to provide defence-related services for the DND/CAF and signifies that these services are under the airworthiness authority and oversight of the DND/CAF. Activities cannot commence until the air operator is in possession of a valid TAO issued by the DND/CAF Technical Airworthiness Authority (TAA) and Operational Airworthiness Authority (OAA). To qualify for the award of a TAO, the air operator must be already approved, for the type of operations required, by an airworthiness authority acceptable to the DND/CAF airworthiness staffs; must meet the requirements of the DND/CAF Airworthiness Program; and must be assessed by DND/CAF airworthiness staffs to be acceptable for the award of a TAO. In making that assessment the DND/CAF will give credit if the air operator meets at least one of the following conditions:

- a. Hold a valid Air Operator Certificate (AOC), issued by Transport Canada Civil Aviation (TCCA) under Canadian Aviation Regulations (CARs) Part VII.(ref d)
- b. Hold an appropriate AOC, issued by an authority acceptable to the DND/CAF, for the provision of this type of service.
- c. Be registered with TCCA as a Private Operator in accordance with CARs Part VI.(ref d)

Note:

A TAO replaces the civil flight authority for the aircraft (ie, Certificate of Airworthiness (CofA), Special CofA Limited or flight permit). Conditions and restrictions when operating for the DND/CAF are detailed in a TAO and/or specified in a DND/CAF flight permit. A TAO also includes details of the regulations, rules and orders that are applicable to the types of operations and any applicable exemptions. Electronic copies of applicable military rules and orders will be provided to the Contractor. The

combination of a TAO, a tasking request/authorization and any associated DND/CAF flight permit comprise the DND/CAF authority to conduct defence-related services. Therefore, a copy of the TAO, the task request/authorization for each flight or series of flights, and any additional DND/CAF flight permit must be carried on board each applicable aircraft while undertaking defence-related services for the DND/CAF.

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

In supplying the services required, the air operator must comply with all directions, orders (including the National Defence Flying Orders, Book 1 and 2 Flight Rules (ref f) and DND Flight Safety Program protocols (ref e)), rules and regulations made thereunder which are applicable to the said service and the particular airspace through which the flights occur, including local policies, regulations and Standard Operating Procedures (SOPs) (ref j) of the Wings/Bases while on any military installations. In particular, the Contractor must adhere to whichever is the more restrictive regulation or order. Copies of DND Orders and Rules will be made available to the air operator by the TA through the CA.

The Contractor must agree that representatives of DND/CAF may conduct, at their discretion, a survey of the Contractor's facilities, to determine the technical capabilities for performance of the work described herein. The Contractor must agree to make its facilities, including its resources and documentation, available for this purpose.

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

The Contractor must provide the following:

- a. Comprehensive aircraft capability and walkthrough brief that includes all aircraft ground and in-flight procedures / emergencies.
- b. Any and all documents that demonstrate to the satisfaction of the TAA and OAA that the Contractor meets the requirements of the DND/CAF airworthiness programme.
- c. Recent audit reports of the contractor's organization by a civil regulator.

The Contractor must adhere to Canadian national and regional environmental policies and standards, whichever is most restrictive, and Wing/Base specific SOPs and regulations relating to environmental procedures and practices while operating at DND locations. The only DND base of operations for this contract will be at CFMETR.(ref i)

Operational Control of Contractor assets and specific defence related services requirements within the mission area(s) must be in accordance with the TAO. Each flight, or series of flights, is to be specifically authorized and coordinated with the applicable aerospace control agency.

Flight specific additional conditions and/or limitations may be imposed at the discretion of the local authority.

All modifications, upgrades and design changes (to the aircraft or operating procedures or carry on equipment), that might have an impact on the services being provided to the DND/CAF, must be notified to the DND/CAF (DTAES 3-2) to facilitate an assessment of whether or not a DND flight permit and/or design approval/acceptance will be required which, if necessary, may be issued in the form of a Military Capability Authorization (MCA). Modifications, upgrades and design changes must be approved/accepted in one of the following ways:

- (1) Changes that are not specific to the DND/CAF must be embodied through design approvals that are acceptable to TCCA.
- (2) Changes that are specific to the DND/CAF, and which permanently affect the aircraft, must be embodied through design approvals that are acceptable to TCCA, which may include reference(s) to a DND/CAF flight permit and/or MCA.
- (3) Changes that are specific to the DND/CAF, but which do not permanently affect the aircraft, will be approved/accepted by the DND/CAF through the issue of an MCA and/or DND/CAF flight permit.
- (4) If an aircraft is in a configuration that is not acceptable to TCCA (such as having a DND/CAF temporary installation or reconfiguration), and the aircraft has to conduct a flight under TCCA authority, the aircraft must not undertake that flight under TCCA authority until it is in a configuration approved by TCCA.
- (5) In case of doubt, guidance may be sought from DTAES 3-2 staff through the TA/CA.

The design, fitment, and approval of modifications, together with the installation of the sonobuoy launchers and their related equipment, are the responsibility of the contractor, at no cost to the crown.

3.2.1.6 Government Furnished Equipment (GFE) and Government Furnished Information (GFI)

DND will provide the following as GFE/GFI:

- a. A "Two-shot" Cartridge Activated Device (CAD) Sonobuoy Launcher with electrical control box, electrical wiring and sonobuoy stowage racks:
- b. Two "Hard Point" kits for adapting a DeHavilland DHC-2 or DeHavilland DHC-2 Turbo Beaver to take the shock of a CAD Launcher installed in the Camera Hatch, if required;
- c. Modification Instructions and drawings for installation of the launcher and "Hard Point" kit; and
- d. Sonobuoy loading and launching instructions.
- e. Appropriate environmental Aircrew Life Support Equipment (ALSE)

3.2.1.7 Aircrew and Maintenance Requirements

The following are the aircrew and maintenance requirements:

- a. The contractor must provide at least one experienced pilot who must have a minimum of 500 hours on the aircraft, be qualified to operate on floats, and have at least 25 hours experience on floats. The pilot must hold a valid flight crew licence, endorsed with ratings appropriate to the air services being provided, and be in current flying practice, based on 'recency' requirements of their civil licensing rules.
- b. Crew duty times must be within civil limits of the flight crew licences and regulations.
- c. When so requested by DND, the Contractor must provide documentary proof of the aircrew qualifications required for each crewmember.
- d. If required for a specific mission, the Contractor must also provide at least one crewman/loader, to permit reloading of the sonobuoy launcher while in-flight. It is expected that a crewman/loader will be required for most missions. The crewman/loader must be qualified in the loading/unloading of sonobuoys as specified by the CFMETR Range Test Director who will provide training and determine if the crewman/loader is qualified.
- e. Both pilot and loader must follow range safety procedures as identified by the Commanding Officer (CO) at the CFMETR. The trained and qualified crewman/loader must be available for each particular request for service.
- f. At any time during the course of the operations, when the flight crew or maintenance crew are deemed by DND to be unsatisfactory for safety or other reasons, DND will inform the Contractor in writing that the flight crew or maintenance crew must be replaced, whereupon the Contractor is to withdraw such crew. The aircraft involved will be considered unserviceable until a satisfactory crew resumes operations. DND will advise the Contract Authority of the problem with the crew(s) and the Contractor must advise the Contract Authority of the corrective action taken.

3.2.1.8 Usage

The following details the expected usage:

- a. Although the duration and frequency of the work to be performed will vary considerably in accordance with the range workload, typical utilization will be on the order of at least 5-6 test events per year, each consisting of 2 days of work. Maximum usage is not expected to exceed 13 test events per year. A typical workday would require transit to and from the range plus 1 hour of on-site flying time and 3 hours of standby time (landed and shutdown on-site).
- b. Some of the work to be performed may require several short flights over several hours; each requiring a start-up/shut-down cycle.

In some situations, a test may be cancelled after the aircraft has positioned at the CFMETR or is en-route. No minimum hours of flying time are guaranteed for each request for service.

3.2.1.9 Advanced Notice of Service/Cancellation

DND will provide a minimum of 12 hours advanced notice of when the aircraft is required for service.

DND will provide a minimum of 24 hours notice prior to takeoff for a service cancellation.

3.2.2 Additional Work Requirements (AWR)

Additional work requests may originate from either the contractor or the TA. Additional work requests will provide for the following types of minor work which while expected, cannot be fully scoped by either party at the time of bidding:

- a. Minor maintenance to GFE;
- b. Replacement of unserviceable parts as required;
- c. Minor refinishing work and paint touch ups;
- d. Enhancements to GFE to improve testing capability as required;
- e. Corrosion inspections and rectifications as required;
- f. Removal and Shipping of GFE as required;
- g. Attendance at DND mandated Flight Safety, Range Safety and airworthiness training or briefings;
- h. Provisions of technical advice to DND related to the installation and use of the GFE; and
- i. Liaising with other units involved in the Sonobuoy Program.

3.3 Constraints

3.3.1 Government Furnished Equipment

Government Furnished Equipment (GFE) will be provided to the Contractor in support of the contract. The Contractor may be authorized to maintain DND-owned equipment on loan. All requests for repairs must be forwarded to the CA, TA and PA for approval. If the Contractor is authorized to repair DND materiel, they must notify the CA, TA and PA before any repair commences and must ensure adequate quality assurance of the repair.

The Contractor must not use DND publications or GFE for commercial work without the express written consent of the DND TA or his delegate, the PA and the CA. All requests for the use of DND publications, tools, test-equipment, jigs and fixtures must be directed to the PA.

3.3.2 Contractor Supply Accounting

Materiel held on loan by Contractor must be accounted for in either a manual or an automated system as per the Canadian Forces Supply System (CFSS) automated procedures in accordance with A-LM-184-001/JS-001 and A-LM-007-100/AG-001, Supply Administration Manual . (ref h & i) Regardless of the system used, the Contractor must maintain an audit trail acceptable to DND. Further, any automated or manual materiel accounting system must first be approved by DND. Supply accounting records for DND materiel must be maintained separate from other company records.

3.3.3 Loss or Damage to DND Materiel

The Contractor must advise the DND TA of all instances of loss or damage to DND-owned materiel in the Contractor's custody. IAW A-LM-184-001/JS-001.

3.3.4 Services

Fixed-Wing Aircraft Services will be provided at CFMETR whereas additional work will normally be performed in the Contractor's own place of business or offices.

The Technical Authority, Contracting Officer and other authorized departmental government representatives must have access at all times to the work and to the plant or premises where any part of the work is being performed.

4. DELIVERABLES

4.1. General

The Contractor shall provide all deliverables in accordance with this SOW and any associated DND 626. When the term "days" is used in reference to a deliverable, it refers to working days.

4.2 Review and Approval of Document Deliverables

Document deliverables shall first be submitted in draft form for DND review and, unless otherwise specified, all documents provided by the Contractor in electronic format shall be compatible with the Microsoft Office 2000 application software packages or Adobe Reader 8. A draft document shall consist of a complete document that is compliant with the requirements of the SOW and any associated DND 626. A final document shall consist of a draft document modified to include as authorized by the TA all comments on the draft document.

On receipt of the data, the DND review process will take no more than twenty (20) working days. The Contractor shall incorporate comments made by DND and resubmit the document for approval within twenty (20) days following receipt of those comments.

In the event that the Crown does not attend a scheduled acceptance test or approval meeting then the items or deliverable which were the subject of the test or meeting will be deemed accepted or approved.

In the event that the Crown does not accept or approve deliverables including documentation within the review period stipulated in the Contract or 30 days if not stipulated then those deliverables or documents will be deemed accepted or approved.

4.3 Document Delivery Process

Unless otherwise directed, the following process shall be used for document delivery:

- a. For both Draft and Final documents a transmittal e-mail is required, indicating the contract number, the contractor document number, the title of the document, the version of the document, and the effective date of the document. If the documents are delivered on CD or DVD, each CD shall be annotated with the above information;
- b. Draft documents shall be sent electronically to the TA's e-mail address or, where the document is larger than permitted by the DND firewall (approximately 5MB), an e-mail notification shall be sent to the TA and the document shall be couriered to the TA on CD or DVD. Hard copies are not required for Draft versions;
- c. Final documents shall be sent electronically to the TA's e-mail address or, where the document is larger than permitted by the DND firewall (approximately 5MB), an e-mail notification shall be sent to the TA and the document shall be couriered to the TA on CD or DVD. A hard copy of all Final versions shall be sent to the DND TA via surface mail; and,
- d. Electronic versions of all Final documents shall include a completed signature form with date and version number. The signature page may be scanned and attached to same e-mail as the document; and
- e. The contractor shall ensure proper receipt by confirming receipt of the document with the TA.

Acronyms Glossary

SOW	Statement of Work
DND	Department of National Defence
DAEPM(M)	Director of Aerospace Equipment Program Management (Maritime)
CFMETR	Canadian Forces Maritime Experimental and Test Ranges
AWR	Additional Work Request
GFE	Government Furnished Equipment
GFI	Government Furnished Information
CF	Canadian Forces
ADM(MAT)	Assistant Deputy Minister (Material)
RFP	Request for Proposal
TA	Technical Authority
CA	Contracting Authority
PA	Procurement Authority
TCCA	Transport Canada Civil Aviation

SLC	Sonobuoy Launch Container
CAD	Cartridge Activated Device
TAO	Temporary Authority to Operate
TAA	Technical Airworthiness Authority
OAA	Operational Airworthiness Authority
AOC	Air Operator Certificate
CARs	Canadian Aviation Regulations
AIA	Airworthiness Investigative Authority
SOPs	Standard Operating Procedure
MCA	Military Capability Authorization
ALSE	Aircrew Life Support Equipment
CO	Commanding Officer
CFSS	Canadian Forces Supply Manual

Solicitation No. - N° de l'invitation
W8485-237191/01
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
00
File No. - N° du dossier

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

ANNEX “B”

BASIS OF PAYMENT

Contract Period from _____ to _____
Mission Charges

Item	Year 1	Year 2	Year 3	Year 4 (Option Year)	Year 5 (Option Year)
Aircraft Mission Fee (Per Mission)	\$	\$	\$	\$	\$
Aircraft preparation Fee (Per Mission)	\$	\$	\$	\$	\$
Crewman/Loader Fee (Per Mission)	\$	\$	\$	\$	\$

Aircraft Mission Fee (

The Aircraft Mission Fee includes the pilot, all fuel, oil and lubricants, and use of the aircraft and all associated equipment for up to 8 hours, of which up to 4 hours can be flight hours. Mission time does not include Aircraft Preparation, which is covered separately below.

Aircraft Preparation Fee

The Aircraft Preparation Fee includes all of the activities required to install and un-install the Launcher System for each mission, including but not limited to the preparation of the launcher, installation and removal, associated paperwork and approvals.

Crewman/Loader Fee

The Crewman/Loader Fee includes the services of the Crewman/Loader for 8 hours.

Additional Charges

Item	Year 1	Year 2	Year 3	Year 4 (Option Year)	Year 5 (Option Year)
Annual Project Maint and Management Fee (Per Year)	\$	\$	\$	\$	\$
Additional Flight Hour Fee (Per Hour)	\$	\$	\$	\$	\$
Additional Standby Hour Fee (Per Hour)	\$	\$	\$	\$	\$
Additional Crewman/Loader Hour Fee (Per Hour)	\$	\$	\$	\$	\$
Additional Work Requests (Per Hour)	\$	\$	\$	\$	\$
Cancellation Fee if flight is cancelled within 24 hours of scheduled flight (Per Mission)	\$	\$	\$	\$	\$

The Contractor will provide Annual Project Management and Government Property Maintenance services as detailed in the attached Statement of Work.

Additional Flight Hour Fee

The Additional Flight Hour Fee or portion thereof shall be charged in cases where more than 4 flight hours are used during a single Mission. It includes the pilot, all fuel, oil and lubricants, and use of the aircraft and all associated equipment.

Additional Standby Hour Fee

The Additional Standby Hour Fee or portion thereof shall be charged in cases where the aircraft is used for more than 8 hours during a single Mission.

Additional Crewman/Loader Hour Fee

The Additional Crewman/Loader Hour Fee or portion thereof shall be charged in cases where the Crewman/Loader works for more than 8 hours during a single Mission.

Additional Work Requests

This is the labour rate for additional work requests as detailed in SOW paragraph 3.2.2.

Cancellation Fee

DND will be responsible to pay the above amount if a flight is cancelled within 24 hours of the scheduled takeoff time. This fee will not be paid if the flight is cancelled due to inclement weather or other factors outside of DND's control.

ANNEX “C”

INSURANCE REQUIREMENTS

The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.

The Aviation Liability policy must include the following:

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows:
Canada, represented by Public Works and Government Services Canada.
- b) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- e) Employees and, where applicable, Volunteers must be included as Additional Insured.
- f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
- g) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
- i) Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
- j) Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.

- k) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
- l) Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.
- m) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.
- n) **For the province of Quebec, send to:**

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

For other provinces and territories, send to:

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

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

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ANNEX "D"

SECURITY REQUIREMENTS CHECK LIST

A copy of the SRCL is attached

ANNEX "E"

DND 626 TASK AUTHORIZATION FORM



**TASK AUTHORIZATION
AUTORISATION DES TÂCHES**

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. - N° du contrat Task no. - N° de la tâche
Amendment no. - N° de la modification	Increase/Decrease - Augmentation/ Diminution	Previous value - Valeur précédente
To - À	<p>TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>A L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location - Expédié à		
Delivery/Completion date - Date de livraison/d'achèvement		
Date _____		for the Department of National Defence pour le ministère de la Défense nationale
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVH
		Total
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU' AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>		
for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

Instructions for completing DND 626 - Task Authorization

Contract no.
Enter the PWGSC contract number in full.

Task no.
Enter the sequential Task number.

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

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

Previous value
Enter the previous total dollar amount including taxes.

To
Name of the contractor.

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

Delivery/Completion date
Completion date for the task.

for the Department of National Defence
Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services
Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost
The cost of the Task broken out into the individual costed items in **Services**.

GST/HST
The GST/HST cost as appropriate.

Total
The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts
This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

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

**ANNEX “F” to PART 3 OF THE BID SOLICITATION
MANDATORY AND POINT RATED CRITERIA**

**Department of National Defence
Performance Management Model**

EVALUATION PLAN

Name of Supplier:
Evaluated by:

Department:	Name:	Date:
DND		
DND		
DND		

To qualify, bidders must meet all mandatory requirements and achieve a minimum score of 50% in each of the six point-rated criteria with an overall minimum total score of 70%.

	All mandatory requirements	Met	Not met
1.1	The contractor must provide a primary and back up aircraft, they must be DeHavilland DHC2 Beaver or DeHavilland DHC2T Turbo Beaver aircraft or a combination of the two and be float equipped.		
1.2	The aircraft must be equipped with both a VHF AM and VHF FM transceiver.		
1.3	The aircraft must be capable of being fitted with the government furnished sonobuoy launch equipment		
1.4	The Contractor must be self-sufficient when conducting operations within the CFMETR, Nanoose Bay area including, but not limited to, aircrew and maintenance support staff when required		
1.5	Contractor must be capable of being awarded a Temporary Authority to Operate (TAO) to conduct the defence related services required. The contractor is to fill TAO-AIA, TAO-OAA and TAO-TAA checklists and submit with this proposal for evaluation by DTAES. The Contractor must provide the following: a. A comprehensive aircraft capability and walkthrough brief that includes all aircraft ground and in flight procedures / emergencies. b. Any and all documents that demonstrate to the satisfaction of the TAA and OAA that the Contractor meets the requirements of the DND/CAF airworthiness programme. c. Recent audit reports of the contractor's organization by a civil regulator.		

	Point-rated criteria	Maximum points	Minimum points	Points achieved	Met/ Not met
2.1	Aircraft Type	10	5		
2.2	Pilot Experience	10	5		
2.3	Float Experience	10	5		

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2.4	Maintenance Support	10	5		
2.5	Distance from CFMETR	10	6		
2.6	Obtaining Transport Canada Limited Certification	10	5		
	Totals	60	(42=70%)		

This Supplier is **Responsive** **Non responsive**

Comments:

MANDATORY REQUIREMENTS		Met	Not Met
1.1	The contractor must provide a primary and back up aircraft, they must be DeHavilland DHC2 Beaver or DeHavilland DHC2T Turbo Beaver aircraft or a combination of the two and be float equipped. SOW 3.2.1.1		
1.2	The aircraft must be equipped with both a VHF AM and VHF FM transceiver. SOW 3.2.1.3b		
1.3	The aircraft must be capable of being fitted with the government furnished sonobuoy launch equipment SOW 3.2.1.3c		
1.4	The Contractor must be self-sufficient when conducting operations within the CFMETR, Nanoose Bay area including, but not limited to, aircrew and maintenance support staff when required SOW 3.2.1.3e		
1.5.1	Contractor must be capable of being awarded a Temporary Authority to Operate (TAO) to conduct the defence related services required. The contractor is to fill TAO-AIA, TAO-OAA and TAO-TAA checklists and submit with this proposal for evaluation by DTAES. The Contractor must provide the following: a. A comprehensive aircraft capability and walkthrough brief that includes all aircraft ground and in flight procedures / emergencies. b. Any and all documents that demonstrate to the satisfaction of the TAA and OAA that the Contractor meets the requirements of the DND/CAF airworthiness programme. c. Recent audit reports of the contractor's organization by a civil regulator. SOW 3.2.1.5.		

The bidder must comply with the criteria stated in 1.5.1 to 1.5.7 inclusively, and must clearly demonstrate, in their proposal, how each criterion is met.

RATED EVALUATION CRITERIA

The evaluation is point rated based upon the criteria. Each criteria has a list of point within it. For flight hours and float experience DND will round to the nearest 100 and for distance to CFMETR DND will round to the nearest 5.

Variation of Scores

To maintain consistency, any score variation of more than 30% between evaluators will not be allowed and must be reconciled during the compilation meeting.

2	RATED REQUIREMENTS (Max. 60 Points; min. overall (70%) 42Points)	Max. Points	Points Rec'd
2.1.	Aircraft Type: Two Beavers- 5Pts One Beaver/one Turbo Beaver 8 Pts Two Turbo Beaver – 10Pts Bidders to provide Breakdown of both a/c Primary and backup intended for use in the delivery of services including Transport Canada Certification.	10	
2.1.1	Pilot Experience: 2000 Hours 5 3000 Hrs 6 4000 Hrs 7 5000+hrs 10 Bidders to provide Pilot Log book for evaluation	10	
2.1.2	Float Experience: 250 Hours 5 1250 Hours 6 2250 Hours 7 3000+ Hours 10 Bidders to provide Pilot Log book for evaluation	10	
2.1.3	Distance from CFMETR: (In nautical miles) Greater than 100 6 Pt 75 7 Pt 50 8 Pt 25 9 Pt Less than 25 10 Pt To minimize cancellations dues to weather differences Bidders will be scored on distance to CFMETR.	10	

2.1.4	Obtaining Transport Canada Limited Certification 6 months 5 Pt Current 10 Pts Bidders will be scored on how long it will take them to get the necessary Transport Canada Limited Certificates to operate and modify the aircraft.	10	
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ANNEX “G” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX “X” to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

(Insert if applicable)

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

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