



**REQUEST FOR PROPOSAL /  
DEMANDE DE PROPOSITION**

**RETURN BIDS TO /  
RETOURNER LES SOUMISSIONS À:**

D Mar P Bid Receiving  
[MAT.DMarP3BidReceiving-  
DOMar3ReceptiondesSoumissions@forces.gc.ca](mailto:MAT.DMarP3BidReceiving-DOMar3ReceptiondesSoumissions@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).

<b>Title / Titre:</b> CFMETR Helicopter Support	<b>Solicitation No / No de l'invitation:</b> W2115-225005/MAR/001/B
<b>Date of Solicitation / Date de l'invitation:</b> 29 November 2021	
<b>Address Enquiries to – Adresser toutes questions à:</b>  T. Audy D Mar P 3-3-4 MAT.DMarP3BidReceiving-DOMar3ReceptiondesSoumissions@forces.gc.ca	
<b>Telephone No. / N° de téléphone:</b>	<b>FAX No / No de fax:</b> N/A
<b>Destination:</b> CFMETR Nanoose BC	

**Instructions:**

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

**Instructions:**

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

<b>Solicitation Closes / L'invitation prend fin:</b>  At / à : 14:00 EST             On / le : 15 Dec 2021
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<b>Delivery required / Livraison exigée:</b> 1 April 2022 (estimated)	<b>Delivery offered / Livraison proposée:</b>
<b>Vendor Name and Address / Raison sociale et adresse du fournisseur:</b>	
<b>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):</b>	
<b>Name / Nom:</b> _____	<b>Title / Titre:</b> _____
<b>Signature:</b> _____	<b>Date:</b> _____

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Security Requirements Checklist, the Statement of Work, the Basis of Payment, the Insurance Requirements, and the Electronic Payment Instruments.

### **1.2 Summary**

**1.2.1** To provide the Department of National Defence (DND), “the Charterer”, with the exclusive services of one (1) float equipped helicopter with pilot for the movement of personnel and equipment in support of Canadian Armed Forces (CAF) and United States Navy (USN) operations on the Nanoose Range at the Canadian Forces Maritime Experimental and Test Ranges (CFMETR), Nanoose Bay, British Columbia (BC). The period of the Contract will be from 1 April 2022 to 31 Mar 2025, with two (2) additional one (1) 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](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.

**1.2.3** The requirement is subject to the Canadian Free Trade Agreement (CFTA).

**1.2.4** As per the National Security Special Contracting Caveat, the requirement for services is limited to Canadian Citizens.

**1.2.5** 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 or by telephone.

#### **1.4 SACC Manual clause A3080T (2021-11-15), COVID-19 Vaccination requirement**

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

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

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

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

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 07, Delayed bids is deleted in its entirety.
- c) Section 20, Further Information is deleted in its entirety.

### **2.2 Submission of Bids**

- a) Unless specified otherwise in the RFP or otherwise directed by the Contracting Authority, bids must be submitted to the Department of National Defence organization by electronic mail by the date and time indicated on page 1 of the solicitation.
- b) Electronic Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

### **2.3 Former Public Servant**

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

## Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian 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: 2012-2](#) 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **2.5 Applicable Laws**

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

**3.1.1** Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows:

- i. Section I: Technical Bid (1 soft copy – PDF or Word doc)
- ii. Section II: Financial Bid (1 soft copy – PDF, Word or Excel doc)
- iii. Section III: Certifications not included in the Technical Bid (1 soft copy – PDF document)

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

**3.1.2** Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- i. use 8.5 x 11 inch (216 mm x 279 mm) page;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iv. Include a table of contents.
- v. Soft copies will be accepted in any of the following electronic formats:
  - Portable Document Format .pdf
  - Microsoft Word (.doc)
  - Microsoft Excel (.xls)

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

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

**3.1.4** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex C. All quotes/financials must be valid for 365 days.

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

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

If Annex E 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.

#### **3.1.6 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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 (2017-11-03) General**

- (a) Canada is conducting the Phased Bid Compliance Process (PBCP) described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the



amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the bid solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the bid solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all bid solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of National Defence.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a

required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this bid solicitation.

- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this bid solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all bid solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the bid solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the

wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this bid solicitation.

- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this bid solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this bid solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the bid solicitation

#### 4.1.2 Technical Evaluation

##### 4.1.2.1 Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all Mandatory Technical Criteria.

	Mandatory Technical Criteria	Bid Preparation Instructions
<b>M1</b>	The Bidder must demonstrate that its' proposed pilots are authorized to fly the proposed aircraft.	The Bidder must submit a copy of the related licenses and endorsements of the proposed pilots.
<b>M2</b>	The Bidder must demonstrate that its' proposed pilots meet the Aircrew Requirements for experience in Article 7.0, Annex A, Statement of Work.	The Bidder must provide documentary proof of pilot-in-command experience of the proposed pilots.
<b>M3</b>	The Bidder must demonstrate that the proposed aircraft meets the Aircraft requirements in Article 4.0, Annex A, Statement of Work.	The Bidder must submit a detailed description of the proposed aircraft.
<b>M4</b>	The Bidder must demonstrate that they have a company Flight Safety Programme.	The Bidder must submit a copy of its Flight Safety Programme.
<b>M5</b>	The Bidder must demonstrate that it holds a valid Air Operator Certificate (AOC) issued by Transport Canada.	The Bidder must submit a copy of its valid Transport Canada Air Operator Certificate (AOC).
<b>M6</b>	The Bidder must demonstrate that it holds a valid domestic license issued by the Canadian Transportation Agency.	The Bidder must submit a copy of its valid domestic license issued by the Canadian Transportation Agency.

#### 4.1.3 Financial Evaluation

##### 4.1.3.1 Mandatory Financial Criteria

The Phased Bid Compliance Process will apply to all Mandatory Financial Criteria.

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

For evaluation purposes, a Bid will be evaluated as follows for an initial three (3) year period, with two (2) additional one (1) 1-year options, for a total of five (5) years. Flight hours >300 hours, cost of fuel, extra services, and travel will not be evaluated to determine the Winning Bidder.

	Flight Hours (up to 300 hours)	Firm Price Per Year
Initial Period: Contract Year 1	300 hours	\$XXX
Initial Period: Contract Year 2	300 hours	\$XXX
Initial Period: Contract Year 3	300 hours	\$XXX
Option Period 1: Contract Year 4	300 hours	\$XXX
Option Period 2: Contract Year 5	300 hours	\$XXX

Please see below example – all values are fictitious and for example purposes only.

Bidder A:

	<b>Flight Hours (up to 300 hours)</b>	<b>Firm Price Per Year</b>
Initial Period: Contract Year 1	300 hours	\$1,000.00
Initial Period: Contract Year 2	300 hours	\$1,200.00
Initial Period: Contract Year 3	300 hours	\$1,400.00
Option Period 1: Contract Year 4	300 hours	\$1,600.00
Option Period 2: Contract Year 5	300 hours	\$1,800.00

**Total evaluated bid price, tax excluded: \$7,000.00**

Bidder B:

	<b>Flight Hours (up to 300 hours)</b>	<b>Firm Price Per Year</b>
Initial Period: Contract Year 1	300 hours	\$950.00
Initial Period: Contract Year 2	300 hours	\$1,000.00
Initial Period: Contract Year 3	300 hours	\$1,050.00
Option Period 1: Contract Year 4	300 hours	\$1,100.00
Option Period 2: Contract Year 5	300 hours	\$1,150.00

**Total evaluated bid price, tax excluded: \$5,250.00**

Bidder B is the lowest evaluated price, and will therefore be recommended for Contract award.

## **4.2 Basis of Selection**

### **4.2.1 Mandatory Technical Criteria**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

#### **5.1.2 Additional Certifications Required with the Bid**

##### **5.1.2.1 Canadian Content Certification**

This procurement is solely limited to Canadian services.

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

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

The Bidder certifies that:

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

**5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27), Canadian Content Definition**

##### **5.1.2.2 COVID-19 Vaccination Requirement and Certification**

###### **5.1.2.2.1 SACC Manual clause A3081T (2021-11-15), COVID -19 Vaccination Requirement Certification**

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

## **5.2.1 Integrity Provisions – Required Documentation**

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

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

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

## **5.2.3 Additional Certifications Precedent to Contract Award**

### **5.2.3.1 Status and Availability of Resources**

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.

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.

### **5.2.3.2 Education and Experience**

#### **5.2.3.2.1 SACC Manual clause [A3010T](#) (2010-08-16), Education and Experience**

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

**6.1.1** Before contract award, 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's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;

(c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites

**6.1.2** 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 Insurance Requirements**

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

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



## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Security Requirements

**7.1.1** The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of NATO SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

**7.1.2** The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive site(s) **must be citizens of Canada, or the United States of America and** must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.

**7.1.3** The Contractor/Offeror personnel requiring access to FOREIGN CLASSIFIED information, assets or sensitive site(s) **must be citizens of Canada, or the United States of America and** must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.

**7.1.4** The Contractor/Offeror personnel requiring access to **NATO CLASSIFIED** information, assets or sensitive site(s) **must be citizens of Canada, or the United States of America and** EACH hold a valid personnel security screening at the level of NATO SECRET, granted or approved by the appropriate delegated NATO Security Authority

**7.1.5** The Contractor/Offeror **MUST NOT** remove any CLASSIFIED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

**7.1.6** Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.

**7.1.7** The winning bidder / contractor must submit the completed FOCI package including the associated documentation as prescribed in the FOCI Guidelines and Questionnaire by the due date identified in the email sent by the FOCI office.

**7.1.8** Before accessing any Foreign Government, or NATO, information or assets, the winning bidder/contractor must be in possession of a determination letter, specific to this contract which will expire at the end of this contract or any contract extensions, from the FOCI Office identifying the results of the FOCI assessment.

**7.1.9** If the "Under FOCI with Mitigation Measures" determination letter requires mitigation measures to be implemented, these measures must be implemented and approved by the FOCI Office prior to the winning bidder/contractor or their personnel access Foreign Government, or NATO, information or assets. The mitigation measures must remain implemented throughout the duration of the contract, including any contract extension(s) if applicable.

**7.1.10** The CSP retains the right to suspend the winning bidder/contractor's organizational clearance if the winning bidder/contractor becomes subject to an "Under FOCI with Mitigation Measures" determination and chooses not to implement the required mitigation measures.

**7.1.11** The winning bidder/contractor must maintain their FOCI determination of "Not under FOCI", or "Under FOCI with Mitigation Measures" status throughout the duration of the contract, including any contract extension(s) if applicable.

**7.1.12** The winning bidder/contractor must immediately provide the FOCI Office with documentation pertaining to any changes to the organization's corporate and or ownership structure as well as any

increase in foreign income or foreign debt from what was reported to the FOCI Office for the initial FOCI assessment. The winning bidder/contractor will be subject to a FOCI re-assessment based on this new information to re-determine the FOCI status of the winning bidder/contractor.

**7.1.13** An "Under FOCI" determination letter with no possible mitigation measures will result in the winning bidder/contractor not being able to obtain the necessary security clearances, to obtain and or maintain a Facility Security Clearance (FSC) and personnel clearances with the CSP, and consequently not meeting the security requirements of the contract.

**7.1.14** The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex A
- (b) *Contract Security Manual* (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

## **7.2 Statement of Work**

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

## **7.3 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.

### **7.3.1 General Conditions**

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following modifications:

- a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

- b. Section 22, Confidentiality, is modified as follows:

Delete: Public Works and Government Services (PWGSC)  
Insert: Department of National Defence (DND)

## **7.4 Term of Contract**

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

The period of the Contract is from 1 April 2022 to 31 March 2025 inclusive.

#### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 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.

#### **7.4.3 Transition Period**

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 3 months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension 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:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department of National Defence  
Assistant Deputy Minister (Materiel)  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Invoice Contact

Name:  
Title:  
Organization: Department of National Defence  
CFMETR Nanoose  
Address: PO Box 188 Stn Main  
Nanoose, BC V9P 9J9  
Telephone:  
E-mail address:

### 7.5.4 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with *Contracting Policy Notice: 2012-2* of the Treasury Board Secretariat of Canada.

## 7.7 Payment

### 7.7.1 Basis of Payment

The Contractor will be paid for the Work performed in accordance with the Basis of payment at Annex C, to a ceiling price of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

### 7.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17), Limitation of Price

### 7.7.3 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12), Monthly Payment

### 7.7.4 T1204 – Direct Request by Customer Department

SACC Manual clause [A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department

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

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

- a) Visa Acquisition Card;
- b) MasterCard Acquisition Card;
- c) Direct Deposit (Domestic and International);
- d) Electronic Data Interchange (EDI);

### **7.7.6 Discretionary Audit**

SACC *Manual* clause [C0705C](#) (2010-01-11), Discretionary Audit

### **7.7.7 Time Verification**

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

## **7.8 Invoicing Instructions**

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

Each invoice must be supported by:

- a) a copy of time sheets to support the fuel L/hour;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

**7.8.2** Invoices must be distributed as follows:

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

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

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

### **7.9.2 SACC Manual Clauses**

SACC *Manual* Clause [A3060C](#) (2008-05-12), Canadian Content Certification.

### **7.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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) the general conditions [2035](#) (2020-05-28), General Conditions - Higher Complexity - Services;
- c) Annex A, Security Requirements Check List (SRCL)
- d) Annex B, Statement of Work (SOW)
- e) Annex C, Basis of Payment;
- f) Annex D, Insurance Requirements;
- g) the Contractor's bid dated \_\_\_\_\_

### **7.12 Defence Contract**

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

### **7.13 Canadian Forces Site Regulations**

*SACC Manual* clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations

### **7.14 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex D. 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.

# ANNEX A – Security Requirements Check List



Contract Number / Numéro du contrat W2115-225005 Amendment 1
Security Classification / Classification de sécurité UNCLASSIFIED

## SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Department of National Defence	2. Branch or Directorate / Direction générale ou Direction ADM (Mat) for CFMETR
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail To provide DND with the exclusive services of one (1) float equipped helicopter for the movement of personnel and materiel in support of operations on the Nanoose range at CFMETR.		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input checked="" type="checkbox"/>	Foreign / Étranger <input checked="" type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input checked="" type="checkbox"/>	Restricted to: / Limité à: <input checked="" type="checkbox"/>	Restricted to: / Limité à: <input checked="" type="checkbox"/>
Specify country(ies): / Préciser le(s) pays: CANUS	Specify country(ies): / Préciser le(s) pays: CANUS	Specify country(ies): / Préciser le(s) pays: USA, CAN
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input checked="" type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input checked="" type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED





**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITE   | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input checked="" type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET-SIGINT<br>TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input checked="" type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS     |   |  |  |

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui





Contract Number / Numéro du contrat W2115-225005 Amendment 1
Security Classification / Classification de sécurité UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
											A	B	C			
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

## ANNEX B - STATEMENT OF WORK

### 1.0 Requirement

1.1 To provide the Department of National Defence (DND), “the Charterer”, with the exclusive services of one (1) float equipped helicopter with pilot for the movement of personnel and equipment in support of Canadian Armed Forces (CAF) and United States Navy (USN) operations on the Nanoose Range at the Canadian Forces Maritime Experimental and Test Ranges (CFMETR), Nanoose Bay, British Columbia (BC). The area of operations includes, but is not restricted to, Winchelsea Island, the Straits of Georgia and Juan de Fuca, the BC lower mainland, Vancouver Island and the State of Washington.

### 2.0 Applicable Documents

2.1 The references mentioned can be found at the following sites:

- a) Aeronautics Act, R.S.C. 1985, c. A-2: <http://laws-lois.justice.gc.ca/eng/acts/A-2/>
- b) 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](http://winnipeg.mil.ca/cms/Libraries/FOM_Full_Document/RCAF_Flight_Operations_Manual_-4_Sep_2014_doc_1.sflb.ashx)
- c) Canadian Aviation Regulations (CARs): <http://www.tc.gc.ca/eng/acts-regulations/regulations-sor96-433.htm>
- d) 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](http://www.rcf-arc.forces.gc.ca/assets/AIRFORCE_Internet/docs/en/flight-safety/aga135001-aa001-v3-23mar18-en.pdf)
- e) B-GA-100-001/AA-000, National Defence Flying Orders, Book 1 of 2 Flight Rules: <http://winnipeg.mil.ca/cms/Files/B-GA-100%20Book%201%20of%202%20Change%209%20english.pdf>
- f) C-05-005-001/AG-001, Technical Airworthiness Manual: [http://materiel.mil.ca/assets/MAT\\_Intranet/docs/en/air-policies-procedures/dtaes-manuals-tam7-wcaq.pdf](http://materiel.mil.ca/assets/MAT_Intranet/docs/en/air-policies-procedures/dtaes-manuals-tam7-wcaq.pdf)
- g) Airworthiness Audit Checklists.

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

### 3.0 Scope of Work

#### 3.1 Utilization

3.1.1 The range normally operates Tuesday through Friday, 0700 – 1730 year round. The Contractor must be available to be called on site during these hours when required and daylight visual flight rules (VFR) permit. In addition, range operations may occasionally be conducted at times outside of these hours, i.e. past 1730 or weekends. Due to the unpredictable nature of when services are required, exclusive use of the helicopter is required during these hours. Practically however, periods of availability for other work outside the range activities may give rise to a right of first refusal (ROFR). Note that flying ops are normally known well in advance, including backup dates.

3.1.2 The range may be required to operate on other days including weekends and statutory holidays. Given a 24-hour notice to respond, the Contractor must be available for these extra hours beyond the normal hours of operation outlined in 3.1.1.

**3.1.3** Flight hours vary significantly daily and from month to month depending on operational requirements and weather.

**3.2** Airlift operations includes (but is not limited to) torpedo search and retrieval missions, range surveillance and safety, marine mammal patrols, equipment slung loads, and passenger lifts. This work will include extensive over-water operations and occasional international Contractor work to the areas mentioned above. Many range days will require minimal flying and there will be long periods of waiting at the operations center on immediate standby for events to occur.

**3.3** Torpedo retrieval is unique to undersea ranges, involving recovery of a Light Weight Exercise Torpedo (LWET) that is floating on the surface and transporting it from the test range in the Strait of Georgia to the Ranch Point landing pad at CFMETR. The normal maximum distance for retrieval is approximately 25 km, however a lost LWET may drift a considerable distance requiring extensive searching and retrieval may be required at a more distant location. LWETs have no explosives, however the torpedo propulsion systems vary and some carry hazardous material in the form of fuel and battery electrolyte. These hazards will be briefed to the Contractor and covered by Material Safety Data Sheets (MSDS).

**3.4** A purpose built USN recovery net slung beneath the helicopter is used for torpedo recovery operations. It is composed of a 4.3 m (14 ft.) diameter ring made from 5.08 cm (2 inch) aluminum tubing that serves as a frame to support the recovery net. A 38 m (125 ft) long line assembly is used to suspend this ring beneath the helicopter. Its weight, plus the weight of the LWET test vehicle, is a maximum of 320 kg (700 lb). The purpose built recovery net and associated longline are government provided material. The recovery system does not require any other personnel on board the aircraft besides the Contractor's pilot.

**3.5** Other equipment that is occasionally airlifted consists of conventional cargo including personal tools, boat and torpedo parts, construction materials, communications and miscellaneous equipment within the helicopter's specific weight and balance limitations.

**3.6** The Charterer must provide the equipment for and rig all bulk slung loads in accordance with the applicable air regulations and/or orders. The Contractor must provide a minimum of four (4) certified cargo nets and two (2) rigid certified cargo baskets to be kept on site and ready for arising cargo operations. Other certified cargo accessories may be used or procured. The Contractor's pilot is solely responsible for load acceptance and, once accepted, the Contractor is responsible for any loss of, or damage to, the load while it is being airlifted.

#### **4.0 Aircraft Requirement**

**4.1** The helicopter must be capable of transporting, at a minimum, passengers and equipment not to exceed a combined total weight of 545 kg (1200 lb). The helicopter must have a flight endurance of at least 45 minutes for the task, plus 15 minutes thereafter, while carrying this full payload at normal cruising consumption, in accordance with B-GA-100-001/AA-000, National Defence Flying Orders, Book 1 of 2 Flight Rules, Chapter 3, page 3-3/6.

**4.2** For slung loads and torpedo retrieval operations, the helicopter must be equipped with an external underbelly cargo hook that can be trigger released by the pilot, either mechanically or electronically, from the cockpit. The cargo hook must have a safe working load of 682 kg (1500 lbs) or greater. The helicopter must have a minimum external lift capacity of 545 kg (1200 lb) from the main cargo hook during the environmental conditions at time of operations. For bidding purposes, assume cargo and torpedo operations are limited to winds of 25 knots or less and normal Strait of Georgia environmental conditions.

**4.3** The helicopter must be capable of transporting, at a minimum, the pilot plus three (3) passengers.

**4.4** The Charterer must direct the Contractor to utilize available flying hours in support of other experimental tests from time to time, within the performance parameters outlined above and the capabilities of the aircraft. These will be negotiated on a case by case basis as requirements arise. In all cases, these experimental flights must meet DND/CAF safety requirements. Typical examples include but are not limited to:

**4.4.1** Photography, i.e. the taking of video or still photographs of ships or test vehicles on the range. Cameras may be operated by embarked DND/CAF personnel or mounted externally, including on approved stabilized mounts;

**4.4.2** Hand dropping of oceanographic, acoustic or other devices into the water by embarked DND/CAF personnel using approved procedures;

**4.4.3** Launching lightweight exercise torpedoes utilizing a slung experimental launch frame;

**4.4.4** Flying with a slung magnetic field sensor and associated temporary recording instruments inside the cabin;

**4.4.5** Simulated air attacks on visiting naval vessels for test and training purposes; and

**4.4.6** Testing of other miscellaneous electronic equipment using approved procedures.

**4.5** The helicopter must be equipped with observation windows in the rear doors, a radio capable of communicating with all agencies involved in the areas of operation (in particular, a tunable Very High Frequency (VHF) FM radio with a frequency range of 130.0 to 179.9 MHz (including narrowband), an intercom with a "Hot Mic" capability at all passenger positions, headsets for all passengers and an external loud hailer capability.

**4.6** The helicopter must be capable of having approved government-owned equipment installed for flight operations. In particular, government-owned Differential Global Positioning System (DGPS) equipment must be installed in the helicopter upon award of the Contract. Other government-owned equipment that needs to be fitted temporarily for trials will be authorized by the DND/CAF under a Specific Purpose Flight Permit (SPFP). Refer to paragraph 6.10.5 of this SOW for modification approval requirements, and Part 5, Chapter 7, paragraph 17.1.5 of the Technical Airworthiness Manual for details of DND/CAF Flight Permits.

**4.7** The helicopter must be equipped with the safety equipment required by RCAF Flight Operations Manual, Chapter 4, Sections 4.2 to 4.3, particularly 4.2.2.1 (personal clothing/equipment), 4.2.2.7 (immersion suits), 4.2.2.9 (life preservers and emergency breathing systems) and 4.2.3.6 (dinghies).

## **5.0 Base of Operations**

**5.1** The base of operations is CFMETR, Nanoose Bay, BC.

## **6.0 Regulatory Requirements**

### **6.1 General Regulatory Requirements.**

**6.1.1** The Contractor must comply with the provisions of the Aeronautics Act, R.S.C. 1985, c. A-2, the 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.

**6.2** In accordance with the Aeronautics Act, while providing defence-related services for the DND/CAF, the Contractor must 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 an authorization that is issued by the DND/CAF airworthiness staffs to a civil organization in order to authorize that organization to conduct defence-related services for the DND/CAF; it also signifies that these services are under the airworthiness authority and oversight of the DND/CAF. Range operations must not commence until the Contractor is in possession of a valid TAO issued by the DND/CAF Technical Airworthiness Authority (TAA) and Operational Airworthiness Authority (OAA).

**6.2.1** To qualify for the award of a TAO, the Contractor must:

- (a) Be approved for the type of operations required by a civil airworthiness authority acceptable to the DND/CAF airworthiness staffs;
- (b) Meet the requirements of the DND/CAF Airworthiness Program; and
- (c) 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 Contractor meets at least one of the following conditions:
- (d) Be a Canadian company and hold a valid Air Operator Certificate (AOC), issued by Transport Canada Civil Aviation (TCCA) under Canadian Aviation Regulations (CARs) Part VII, or issued by the FAA under Title 14 Subchapter G (e.g. Part 119, 121, 125 or 135), be assessed by DND/CAF airworthiness staffs to be acceptable for the award of a TAO.
- (e) Hold an appropriate AOC, issued by an authority acceptable to the DND/CAF, for the provision of this service.
- (f) Be registered with TCCA as a Private Operator in accordance with CARs Part VI; or
- (g) Be authorized by the FAA as a private operator in accordance with FAR Part 91 Subpart K.

**NOTE:** A TAO supplements the civil flight authority for the aircraft (i.e., Certificate of Airworthiness (CofA), Special CofA Limited or flight permit). Any relaxations or restrictions on the civil flight authority when operating for the DND/CAF are detailed in a TAO and/or specified in a DND/CAF flight permit. A TAO also includes details of the regulations, rules and orders applicable to the types of operations and any exemptions from those civilian or military regulations, rules and orders. Electronic copies of applicable military rules and orders will be provided to the Contractor. The combination of a TAO, a tasking request/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 tasking 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.

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

**6.4** The Contractor must agree that representatives of Canada 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.

**6.5** All services provided must be approved by the Charterer 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 DND/CAF Airworthiness Program.

**6.6** The Contractor must provide the following:

- (a) A comprehensive aircraft capability and walkthrough brief that includes all aircraft ground and in-flight procedures and 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 program.
- (c) Recent audit reports of the Contractor's organization by a civil regulator. Recent is defined as being conducted within the past 3 years.

**6.7** The Contractor must own or have exclusive operational control over the chartered aircraft and the contents and crew thereof.

**6.8** While providing defence related services for the DND/CAF, the Contractor's aircraft and crews will be subject to the same applicable aerospace control procedures, orders and rules as other DND/CAF aircraft and crews, including DND/CAF Flight Safety Program reporting protocols and procedures established by the AIA, and the use of any military call sign allocated.

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

**6.10** Aircraft Requirements (Specific to RCAF Jurisdiction).

**6.10.1** The aircraft provided for the purpose of this charter must be equipped with serviceable equipment applicable to the types of operations required and suitable for the particular airspace through which the operations occur. The aircraft must have serviceable radio equipment capable of transmitting and receiving on frequencies in use at departure, en-route and destination, and with an Emergency Locator Transmitter (ELT).

**6.10.2** When applicable, survival gear appropriate for long-range, over-water operations must be carried on board, including personal survival equipment and life rafts sufficient to accommodate all crew and passengers.

**6.10.3** All flight profiles must be within the limitations of the civil Type Certificate and flight authorities of the applicable aircraft, and applicable AOC.

**6.10.4** The CofA for each aircraft to be used to fulfill the Contract must be issued by a regulatory body acceptable to DND/CAF.

**6.10.5** The Contractor must provide Supplementary Type Certificates (STCs), Serialized STCs, Aircraft Flight Manual (AFM) Supplements and maintenance manual supplements, as appropriate, pertaining to any modifications to the aircraft required for the service to be provided. During the period of this requirement, any changes or modifications to the aircraft or operating procedures or carry-on equipment must be notified to the DND/CAF (Director Technical Airworthiness and Engineering Support (DTAES) subsection 3-2 at (819) 939-4760) to facilitate an assessment of whether or not a DND/CAF approval is required.

**6.11** In accordance with the Aeronautics Act, the Contractor's helicopter will be classed as a military aircraft when conducting missions for DND/CAF and, during such times, will be subject to DND/CAF's

Airworthiness Program, in lieu of TCCA's. DND/CAF airworthiness audits are similar to, and fulfill a similar requirement as, routine inspections by TCCA. Technical and operational/flight safety airworthiness audits are scheduled for every 24 months (2 auditors for 2 days for each audit), but the interval could be reduced (for example, to 12 months) if deemed necessary by the DND/CAF, particularly if non-compliances are identified. DND/CAF airworthiness audits typically address such areas as (but not limited to) the following:

- 6.11.1 Air and technical personnel qualifications and currencies;
- 6.11.2 Air and technical personnel training programmes and records;
- 6.11.3 Flight safety programme;
- 6.11.4 Currency of operational and technical manuals; and
- 6.11.5 Compliance with airworthiness directives and service bulletins.

## **7.0 Aircrew Requirements**

**7.1** The pilot must have flown a minimum of 1,000 hours on rotary wing aircraft including 500 hours as pilot-in-command of the type of helicopter specified and 250 hours in areas similar to the contract area of operation, including a minimum of 25 hours of experience in long-line winching. When so requested by the Charterer, the Contractor must provide documentary proof of aircrew qualifications, ratings and experience.

**7.2** All Contractor personnel acting as flight crew must each hold a valid flight crew licence as defined in CARs, Part IV (or equivalent), endorsed with ratings appropriate to the air services to be provided, including the ability to conduct Instrument Flight Rules (IFR) when required. All Contractor personnel acting as flight crew must meet the requirements defined in CARs, Part IV.

**7.3** Prior to conducting torpedo recovery operations, a candidate pilot for this task must receive instructions on how to successfully perform this operation. This training will take place at CFMETR over a one-day period at the Contractor's expense and must be conducted by the Charterer or a delegated representative.

**7.4** Upon completion of the instruction, the candidate pilot must demonstrate, to the satisfaction of the Charterer, her/his ability to conduct torpedo recovery operations by successfully retrieving a 'dummy torpedo' three (3) times without causing any damage, or endangering any property or persons. Associated flight hours will be at Charterer expense. If the required proficiency cannot be achieved by the pilot, the Charterer is entitled to request another pilot from the Contractor. A pilot who has successfully demonstrated this capability within the previous twelve (12) months may, at the discretion of the Charterer, be exempt from this requirement.

**7.5** The Charterer must provide the following equipment: dummy torpedo, retrieval net for pick up and a long line for attachment to the main cargo hook, as well as qualified personnel to provide oral instructions.

**7.6** In addition to the above, a pilot may be required to undergo other training by the charterer. This may include torpedo handling, or other safety related training related to the tasks outline in Scope of Work and Aircraft Requirements section.

**7.7** Crew duty times must be in accordance with CARs, Part VII, Subpart 0, Division III.

**7.8** If at any time during the course of the operations, the flight crew, the maintenance crew or both are considered by the DND/CAF to be unsatisfactory for safety or other reasons, the DND/CAF may notify the Contractor in writing that the flight crew, the maintenance crew or both must be replaced. The Contractor must immediately, upon receiving such notification, withdraw and replace the crew specified in the notice. The Contractor must advise the Contracting Authority of the corrective action taken. The aircraft involved must be considered unserviceable until a satisfactory crew resumes operations. Causes for consideration

of the crew as being unsatisfactory include, but are not limited to, the following: incompetence or inexperience.

## **8.0 Aircrew Procedures**

**8.1** The Contractor's aircrew must conduct ground and flight operations at CFMETR in accordance with applicable DND/CAF Flying Orders, in particular:

**8.1.1** RCAF Flight Operations Manual, Chapter 4, Sections 4.2 to 4.3.

**8.1.2** Rotary-wing Operations. If the water temperature is less than or equal to 13 degrees C, or the combined water and air temperature is less than 31 degrees C, immersion suits must be worn by all crewmembers and passengers when operating over-water. Aircraft Captains, at their discretion, may waive these temperature requirements for over-water flights of less than 20 minutes duration (i.e. 10 minutes from shore) if the aircraft remains above Safe Single Engine Speed (RCAF Flight Operations Manual, Chapter 4, Section 4.2.2.7, Paragraph 2a refers).

**8.1.3** Note that, in the spirit of RCAF Flight Operations Manual, Chapter 4, Section 4.2.2.7, Paragraph 3 and in the interest of retaining flight proficiencies and minimizing possibility of heat stress and aircrew fatigue, the Commanding Officer CFMETR may waive the requirement for immersion suits for over-water hover manoeuvres when a ship or another aircraft capable of rescue is within 15 minutes and is in constant visual and radio contact.

**8.2** The Contractor must provide a minimum of four (4) certified life vests that conform to CAN-TSO-C13g standards, to be kept on site and ready for passenger operations. The life vest shall be worn by any passengers while the aircraft is performing duties in accordance with this statement of work. Other certified lifesaving accessories may be used or procured, such as HPTSS, at the discretion of either contractor or charterer if required. The Contractor's pilot-in-command of the aircraft must ensure that all passengers are given a safety briefing before take-off as outlined in CARs 602.89, or in other format acceptable to the DND/CAF. The briefing must include, as a minimum, the following:

- 8.2.1 Danger areas;
- 8.2.2 Personal safety equipment including the donning of life preservers;
- 8.2.3 Location of the survival and emergency equipment;
- 8.2.4 Emergency procedures (including ditching); and
- 8.2.5 Location and operation of emergency exits.

**8.3** The Charterer reserves the right to review the Contractor's operational procedures and provide guidance whenever necessary.

**8.4** The Contractor's pilot-in-command of the aircraft must ensure that all passengers are given a safety briefing before take-off as outlined in CARs 602.89, or in other format acceptable to the DND/CAF.

## **9.0 Flight Safety Procedures**

**9.1** The Contractor must operate under the guidance of an aviation safety programme meeting the intent of A-GA-135-001/AA-001 "Flight Safety for the Canadian Armed Forces", as determined by the DND/CAF.

**9.2** In accordance with the Aeronautics Act and other agreements, the responsibility for aviation accident investigations (in part) transfers to the DND/CAF during DND/CAF tasked defence-related services. Thus, in the event of an incident or accident, the Contractor must allow Aircraft Accident Investigators, appointed by the AIA, access to all relevant data, personnel, documentation and facilities to support a DND/CAF Flight Safety investigation. Documents to be provided include (but are not limited to):

9.2.1 the Company Operations Manual;



- 9.2.2 Company and Aircraft Standard Operating Procedures (SOPs);
- 9.2.3 Aircraft Flight Manual;
- 9.2.4 Aircraft Cockpit Checklist;
- 9.2.5 Aircrew Flight Training Records;
- 9.2.6 Aircraft Journey Log; and
- 9.2.7 Aircraft Maintenance and Parts Manuals.

**9.3** The Contractor must provide Subject Matter Experts to the AIA to assist with an accident investigation, upon request. Flight safety incidents and/or accidents will also be reportable to the Transportation Safety Board, Transport Canada Foreign Inspection Division (for foreign operators) or National Operations - Airlines Division (for Canadian operators), as appropriate. To reduce hazards to investigating personnel and the environment, the Contractor must supply a list of known hazardous materials either carried as cargo or integral to the aircraft through design, manufacture, or maintenance.

**9.3.1** When applicable, the Contractor must report on the flight safety incidents and/or accidents to the Transportation Safety Board, Transport Canada Foreign Inspection Division (for foreign operators) or National Operations - Airlines Division (for Canadian operators), as appropriate.

## **10.0 Petroleum Products**

**10.1** The Charterer provides a bulk fuel storage tank at CFMETR. The Contractor must purchase bulk fuel for this tank and refuel from it when the helicopter is engaged in supporting Range Operations. The Charterer will reimburse the Contractor for fuel at a cost based on the average hourly consumption of the helicopter as contained in the aircraft manufacturer's manuals. These charges must be included in the invoice for services. When refuelling, the Contractor must adhere to CAF fire regulations, a hard copy of which will be provided. Limited quantities of Contractor petroleum products may be stored appropriately at the Charterer facility by mutual consent.

## **11.0 Pre-Positioning**

**11.1** The helicopter will be permitted to remain at CFMETR overnight and on weekends, usually on an open pad in locked compound with regular patrols. Positioning and de-positioning charges will be paid only if the Contractor is asked to return to its base of operations by the Charterer's representative. Pre-positioning fees will be on a Basis of Payment with Firm All-inclusive Hourly Rate.

## **12.0 Back-up and Special Operations**

**12.1** Substitution of Aircraft: When, owing to causes beyond the control of the Contractor, the chartered aircraft is unavailable, at the time the charter commences or becomes unavailable while carrying out the charter, the Contractor must furnish another aircraft of the same type or, with the consent of the DND/CAF, substitute another type of aircraft at the rates and charges applicable to the aircraft originally chartered. When a substituted aircraft is capable of a larger payload than the aircraft originally chartered, the payload carried in the substituted aircraft must not be greater than the payload that would have been available in the aircraft originally chartered, unless the Contractor agrees to pay the rates and charges applicable to the substituted aircraft. When the maximum payload of a substituted aircraft is smaller than the maximum payload of the aircraft originally chartered, charges must be based on the rates and charges applicable to the type of substituted aircraft, except that where such rates and charges are higher than those for the aircraft originally chartered, the rates and charges for the original aircraft chartered must apply.

**12.2** The helicopters must be identified by registration number and must be either owned or controlled by the Contractor in such a manner as to ensure complete control over the helicopter for the period of the Contract.

### **13.0 Aircraft Maintenance**

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

- 13.1.1 Maintenance;
- 13.1.2 Fleet service;
- 13.1.3 Supply support, spare parts, and engines;
- 13.1.4 Operational personnel sufficient to support the contracted services; and
- 13.1.5 Responsibility for weight and balance of the helicopter on all flights.

**13.2** The Charterer is under no obligation to provide space for support items and equipment.

### **14.0 Aircraft Crew and Appearance**

**14.1** The helicopter interior must be maintained in a condition suitable for passengers and be equipped with upholstered seating. Similarly, crew members must maintain a neat appearance while in performance of this Contract.

### **15.0 Passenger Logs**

**15.1** The Contractor must maintain passenger lists in a manner determined by the Charterer.

### **16.0 Licencing**

**16.1** The Contractor must obtain and maintain all permits, licences and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal Legislation. The Contractor must be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, licence or certificate to the Charterer.

### **17.0 Travel and Living**

**17.1** No travel and living expenses are expected to incur for services at Nanoose Bay, BC. If services are required outside of the immediate and regular CFMETR area of operations, then travel and living expenses could be applicable. All travel and living expenses must have prior authorization of the Technical Authority.

TOTAL ANNUAL ESTIMATED TRAVEL AND LIVING EXPENSES: \$2,000.00 (taxes excluded)

**ANNEX C - BASIS OF PAYMENT**

**1.0 Contract Period (From 1 April 2022 to 31 March 2025); with the option of two (2) additional one (1) year option years.**

**For articles 1.1.1 through 1.1.5, please ensure that Items 1 & 2 are filled out for each year.**

**1.1** During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**1.1.1 Initial Period, Contract Year 1: 1 April 2022– 31 March 2023**

<b>Item</b>	<b>Requirement (per year)</b>	<b>Firm Price</b>
1	Flight (up to 300 hours)	\$ _____
<b>Item</b>	<b>Requirement (per year)</b>	<b>Firm All Inclusive Hourly Rate</b>
2	Flight (>300 hours)	\$ _____

Estimated Cost: \$ \_\_\_\_\_ (Filled in at award).

**1.1.2 Initial Period, Contract Year 2: 1 April 2023 – 31 March 2024**

<b>Item</b>	<b>Requirement (per year)</b>	<b>Firm Price</b>
1	Flight (up to 300 hours)	\$ _____
<b>Item</b>	<b>Requirement (per year)</b>	<b>Firm All Inclusive Hourly Rate</b>
2	Flight (>300 hours)	\$ _____

Estimated Cost: \$ \_\_\_\_\_ (Filled in at award).

**1.1.3 Initial Period, Contract Year 3: 1 April 2024 – 31 March 2025**

<b>Item</b>	<b>Requirement (per year)</b>	<b>Firm Price</b>
1	Flight (up to 300 hours)	\$ _____
<b>Item</b>	<b>Requirement (per year)</b>	<b>Firm All Inclusive Hourly Rate</b>
2	Flight (>300 hours)	\$ _____

Estimated Cost: \$ \_\_\_\_\_ (Filled in at award).

**1.1.4 Option Period 1, Contract Year 4: 1 April 2025 – 31 Mar 2026**

Item	Requirement (per year)	Firm Price
1	Flight (up to 300 hours)	\$ _____
Item	Requirement (per year)	Firm All Inclusive Hourly Rate
2	Flight (>300 hours)	\$ _____

Estimated Cost: \$ \_\_\_\_\_ (Filled in at award).

**1.1.5 Option Period 2, Contract Year 5: 1 April 2026 – 31 Mar 2027**

Item	Requirement (per year)	Firm Price
1	Flight (up to 300 hours)	\$ _____
Item	Requirement (per year)	Firm All Inclusive Hourly Rate
2	Flight (>300 hours)	\$ _____

Estimated Cost: \$ \_\_\_\_\_ (Filled in at award).

**1.2 Cost of Fuel**

The cost of fuel will be reimbursed at the verified actual cost per litre, less discount if applicable, with no allowance for overhead or profit on the basis of the verified actual fuel consumption rate by hour and the verified actual number of flying hours.

Estimated Cost: \$ \_\_\_\_\_ (Filled in at award).

**1.3 Extra Services**

The Contractor may be requested to utilize available flying hours in support of other experimental tests from time to time, within the performance parameters outlined in the Statement of Work and the capabilities of the aircraft bid. In all cases, these experimental flights must meet DND and TC safety regulations. The Contractor may incur minor expenses in preparing for these experimental flights. These minor expenses include but are not limited to:

- 1) Launching lightweight exercise torpedoes utilizing a slung experimental launch frame. This is a research and development program.
- 2) Flying with a slung magnetic field sensor. This is a research and development program.
- 3) Photography i.e. the taking of video or still photographs of ships, or test vehicles on the range.
- 4) Air over flights of Navy ships for sensor testing/crew training i.e. occasional use for detection and response evaluation and training for small airborne threats to Naval ships.
- 5) Testing of miscellaneous self contained electronic equipment. This is a research and development program.

In preparing for these extra services, the Contractor will be reimbursed at cost.

Estimated Cost: \$ \_\_\_\_\_ (Filled in at award).

#### 1.4 Helicopter Type and Registration Number

Table 3			
	A	B	C
Item	Helicopter Type	Registration Number	Litres per Hour
1	(Filled in at award)	(Filled in at award)	(Filled in at award)
2	(Filled in at award)	(Filled in at award)	(Filled in at award)
3	(Filled in at award)	(Filled in at award)	(Filled in at award)
4	(Filled in at award)	(Filled in at award)	(Filled in at award)
5	(Filled in at award)	(Filled in at award)	(Filled in at award)

#### 1.5 Travel & Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Estimated Cost: \$ \_\_\_\_\_ (Filled in at award).

**1.6 Estimated Total Cost of contract \$ \_\_\_\_\_ (filled in at contract award)**

## **ANNEX D - INSURANCE REQUIREMENTS**

### **1.0 Commercial General Liability Insurance**

**1.1** The Contractor must obtain Commercial General Liability Insurance, 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 \$2,000,000 per accident or occurrence and in the annual aggregate.

**1.2** The Commercial General 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, as represented by the Department of National Defence.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) 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.
- (f) Blanket 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.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) 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.
- (k) 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.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- (o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- (p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

- (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

## **2.0 Errors and Omissions Liability Insurance**

**2.1** The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

**2.2** 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.

**2.3** The following endorsement must be included:

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.

## **3.0 Automobile Liability Insurance**

**3.1** The Contractor must obtain Automobile Liability Insurance, 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 \$2,000,000 per accident or occurrence.

**3.2** The policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

- (b) Accident Benefits - all jurisdictional statutes
- (c) Uninsured Motorist Protection
- (d) 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.

#### **4.0 Aviation Liability Insurance**

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

**4.2** The Aviation Liability policy must include the following:

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by the Department of National Defence.
- 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) Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.
- j) 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.
- k) Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
- l) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
- m) 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.
- n) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General



of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

## **5.0 Environmental Impairment Liability Insurance**

**5.1** The Contractor must obtain Contractors Pollution Liability insurance, 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 \$1,000,000 per accident or occurrence and in the annual aggregate.

**5.2** 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.

**5.3** The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by the Department of National Defence.
- 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) Separation of Insureds: 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) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

- f) Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
- g) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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## **6.0 All Risk Property Insurance**

**6.1** The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$1,000,000. The Government's Property must be insured on Actual Cash Value (depreciated cost) basis.

**6.1.1** Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

**6.1.2** The All Risks Property insurance policy must include the following:

- a) Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- b) Loss Payee: Canada as its interest may appear or as it may direct.
- c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defence for any and all loss of or damage to the property however caused.

## **7.0 All Risk in Transit Insurance**

**7.1** The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$700,000 per shipment. Government Property must be insured on Actual Cash Value (depreciated cost) basis.

**7.2** Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

**7.3** The All Risk Property in Transit insurance must include the following:

- (a) Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.
- (b) Loss Payee: Canada as its interest appears or as it may direct.
- (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defence for any and all loss of or damage to the property however caused.

## **8.0 Aircraft Charter Insurance**

**8.1** The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:

- a) liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
- b) in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
  - i. \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
  - ii. \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
  - iii. \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.

**8.2** The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.

**8.3** The Contractor's insurance must include the following:

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by the Department of National Defence.

- b) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
- e) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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234 Wellington Street, East Tower  
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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.

## **ANNEX E - 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).

**ANNEX F - COVID-19 Vaccination Requirement Certification**

I, \_\_\_\_\_ (*first and last name*), as the representative of \_\_\_\_\_ (*name of business*) pursuant to W2115-225005, warrant and certify that all personnel that \_\_\_\_\_ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

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

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Optional

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

Initials: \_\_\_\_\_

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