

National Defence

Défense nationale

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

Air Cadet Power Pilot Training

Course/Cours de formation des cadets

Title/Titre

# **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

### RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Taylor Komery 343-574-5295 taylor.komery@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).

# de l'air au pilotage électrique Date of Solicitation – Date de l'invitation March 21, 2024 Address Enquiries to – Adresser toutes questions à taylor.komery@forces.gc.ca Telephone No. – N° de téléphone 343-574-5295 N/A

Solicitation No – Nº de l'invitation

W2024-A052P

**Destination** See details within

### Instructions:

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

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

Solicitation Closes –	
L'invitation prend fin	

 $At - \dot{a}$  :

On - le :

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison so	ciale et adresse du fournisseur
Name and title of person authorized to	0
print) - Nom et titre de la personne auto (caractère d'imprimerie)	orisee a signer au nom du lournisseur
Name/Nom	Title/Titre
Signature	Date



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# PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Claim for Fuel Price Adjustments, the Pricing Schedule, the Electronic Payment Instrument, the Mandatory Technical Evaluation Criteria, the Site Visit Checklist, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, and DND 626 Task Authorization Form.

# 1.2 Summary

- 1.2.1 Funded by Canada and delivered by contracted Flight Training Units across Canada, this program provides up to 175 selected Air Cadets with the opportunity to earn a Transport Canada Private Pilot Licence Aeroplane (PPL-A). This course consists of ground school instruction and flight training to Transport Canada standards, in accordance with the Canadian Aviation Regulations (CARs). This training must be delivered within an intensive, seven (7) week period during the summer to accommodate the Cadets' school obligations.
- 1.2.2 This bid solicitation is to establish contracts with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.
- 1.2.3 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 Certifications and Additional Information, Part 7 Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity Certification.

# 1.3 Debriefings

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

# PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

### 2.2 Submission of Bids

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.

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.

Due to the nature of the RFP, transmission of bids by facsimile or via Canada Post Corporation's (CPC) Connect service 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 <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

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:

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

# 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 3 business 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.

### 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 3 business days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

# 2.7 Bid Challenge and Recourse Mechanisms

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

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

# **PART 3 - BID PREPARATION INSTRUCTIONS**

### 3.1 Bid Preparation Instructions

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

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

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

### Section I: Technical Bid

- A. In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- B. 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.
- C. Annex 1 to Part 4 Mandatory Technical Evaluation Criteria contains additional instructions that bidders should consider when preparing their technical bid.

### Section II: Financial Bid

A. Bidders must submit their financial bid in accordance with the Pricing Schedule in Annex 1 to Part 3.

### B. Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex 2 to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Annex 2 to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion. Page 8 of - de 60

# Section III: Certifications

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

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

# 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canada will be performing mandatory site visits for all responsive Flight Training Units (FTU) to validate any or all of the Bidder's Certifications and Technical Bid submission. The Bidder must ensure a DND representative is provided access to the FTU for at least one (1) day. Site visits are expected to occur over a 2-3 week period starting from approximately 48 hrs after date of bid closing.

### 4.1.1 Technical Evaluation

# 4.1.1.1 Mandatory Technical Criteria

Mandatory technical evaluation criteria are included in Annex 1 to Part 4 and the Site Visit Checklist is included in Annex 2 to Part 4.

### 4.1.2 Financial Evaluation

A mandatory financial evaluation criterion is included in Annex 1 to Part 3.

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

### 4.2 Basis of Selection

- A. Each proposed Flight Training Unit (FTU) will be treated as a separate bid.
- B. To be declared responsive, a bid must:
  a) Comply with all the requirements of the bid solicitation; and
  b) Meet all mandatory technical and financial evaluation criteria.

Bids not meeting a) or b) will be declared non-responsive.

C. The Basis of Selection will be applied in 2 steps:

# C1 - Step 1:

- C1.1. Responsive bids offering a Flight Training Unit (FTU) located within a 1-hour drive under normal conditions from any of the established Cadet Training Centre (CTC) listed at section 7.1.2 of the Statement of Work will be ranked from lowest to highest responsive evaluated price.
- C1.2 The bidder with the lowest responsive evaluated price will be recommended for award of a contract.

- C1.3 Multiple contracts may be awarded following the lowest to highest ranking. Contracts will be allocated based on the number of Cadets available and taking into consideration language requirements. Each contract will be awarded for a minimum of 6 Cadets, until the total allocation of Cadets has been met.
- C1.4 Canada reserves the right to allocate the number of Cadets to be trained at an FTU up to the Bidder's maximum capacity for contingency reasons. The final number of Cadets to be trained at the FTU will only be confirmed upon issuance of a Task Authorization.
- C1.5 Canada reserves the right to limit the number of cadets allocated to an FTU, and/or prioritize bidders who did not obtain the lowest responsive evaluated price, under any of the following circumstances, but not limited to:
  - a. the maximum accommodation and/or food services capacity has been reached for the CTC;
  - b. due to training start date availability;
  - c. due to language requirements; or
  - d. any other circumstance that would not provide good value to Canada.
- C1.6 If, after completion of Step 1 of the Basis of Selection a number of Cadets have not been allocated to an FTU, Canada will proceed with Step 2 below.

# C2 - Step 2:

- C2.1 Responsive bids offering a Flight Training Unit located within a 1-hour drive under normal conditions from any DND Owned or Operated Facility and/or any Commercial Accommodations and Meals provider that would have the capacity to provide sleeping accommodations and/or meals for the number of students proposed by the Bidder will be ranked from lowest to highest responsive evaluated price.
- C2.2 The bidder with the lowest responsive evaluated price will be recommended for award of a contract.
- C2.3 Multiple contracts may be awarded following the lowest to highest ranking. Contracts will be allocated based on number of Cadets available and taking into consideration language requirements. Each contract may be awarded for a minimum of 6 Cadets, until the allocation of Cadets has been met.
- C2.4 Canada reserves the right allocate the number of Cadets to be trained at an FTU up to the Bidder's maximum capacity for contingency reasons. The final number of Cadets to be trained at the FTU will only be confirmed upon issuance of a Task Authorization.
- C2.5 Canada reserves the right to limit the number of cadets allocated to an FTU, and/or prioritize bidders who did not obtain the lowest responsive evaluated price under any of the following circumstances, but not limited to:
  - a. In the event that Canada is unable to secure accommodations that meet DND Training Accommodation Standards for the Cadets at a reasonable price and within a 1-hour drive under normal conditions from the bidder's proposed Flight Training Unit;
  - b. due to training start date availability;
  - c. due to language requirements; or
  - d. any other circumstance that would not provide good value to Canada.

# 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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

# 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (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 <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website.

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled <u>Federal Contractors</u> <u>Program for Employment Equity - Certification</u>, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

# 6.1 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 C.

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 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_\_, dated \_\_\_\_\_.

# 7.1.2 Task Authorization

# 7.1.2.1 Task Authorization Process

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

As more than one contract has been awarded for this requirement, a request to perform a task will be sent to the first ranked contractor. If that contractor confirms in writing that it is unable to perform the task as a result of previous commitments under a TA, the request to perform a task will then be forwarded to the contractor ranked second. This process will continue until the task can be performed by another contractor. If no contractor can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor may advise the Technical Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under a TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Technical Authority and the Contracting Authority that it is available to perform additional tasks.

Task Authorization Process:

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

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

- 3. The Contractor must provide the Technical Authority, within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- 4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

# 7.1.2.2 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

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

"Minimum Contract Value" means \$\_\_\_\_\_CAD (to be inserted at Contract Award – the minimum contract value will be equivalent to the total fixed price to train one (1) student).

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

### 7.1.2.3 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by DSPCOS 7. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

### 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>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.</u>

# 7.2.1 General Conditions

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

# 7.2.2 Supplemental General Conditions

SACC Manual clause <u>A1009C</u> (2008-05-12) "Work Site Access", apply to and form part of the Contract.

# 7.3 Security Requirements

**7.3.1** There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to February 28, 2025.

# 7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one 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 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 7.5 Authorities

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Taylor Komery Title: Senior Procurement Officer

Telephone: 343-574-5295 E-mail address: taylor.komery@forces.gc.ca

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

# 7.5.2 Technical Authority

The Technical Authority for the Contract is: [To be inserted at Contract Award]

Name:
Title:
Organization:
Address:

Telephone:	
E-mail address:	

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the

Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

# 7.5.3 Contractor's Representative

[To be inserted at Contract Award]

Name:	
Title:	
Organization:	
Address:	

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 <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.7.7 Payment

### 7.7 Payment

### 7.7.1 Basis of Payment: Individual Task Authorizations

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

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

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

### 7.7.1.1 Fixed Hourly Rates for Pilot Training

The Contractor will be paid fixed hourly rates as follows, for work performed in accordance with the Contract.

Contract Period – Contract award to February 28, 2025				
Pilot Training Components	Fixed Hourly Rate	Maximum Number of Hours	Maximum Number of Students	Ceiling Price
	(A)	(B)	(C)	(A) x (B) x (C)
Ground School Training	\$TBD	45	TBD	\$TBD
Flying Training	\$TBD	51	עשו	\$TBD

# Total Ceiling Price for Pilot Training – Initial Contract Period

\$TBD

Portion of Flying Training Fixed Hourly Rate attributable to Fuel \$TBD

1

\$TBD

The option period pricing is only applicable if the option to extend the Contract is exercised by Canada.

Option Period 1 – March 1, 2025 to February 27, 2026				
Pilot Training Components	Fixed Hourly Rate	Maximum Number of Hours	Maximum Number of Students	Ceiling Price
	(A)	(B)	(C)	(A) x (B) x (C)
Ground School Training	\$TBD	45	TRD	\$TBD
Flying Training	\$TBD	51	TBD	\$TBD
Total Ceiling Price for Pilot Training – Option Period 1			\$TBD	

Portion of Flying Training Fixed Hourly Rate attributable to Fuel

# 7.7.1.2 Fuel Price Adjustment

Canada assumes the risks for aviation fuel price fluctuation. The fuel price fluctuation amount is determined in accordance with the provision of this clause.

The Fuel Price Adjustment (FPA) will only impact the portion of the Flying Training Fixed Hourly Rate that will be directly affected by fuel price fluctuation, as per the Contractor's Bid, and will only impact payment to be made by Canada where the fuel price fluctuation is greater than 5% from the Base Price indicated below.

The FPA will be calculated as follows: FPA = PFTFH x Hrs x ( $i_1 - i_0$ ) /  $i_0$ 

where formula variables correspond to:

**PFTFH**: Portion of the Flying Training Fixed Hourly Rate that will be directly affected by fuel price fluctuation, as per the Contractor's Bid. (CAN\$)

Hrs: Quantity of flying training hours provided

**i**<sub>0</sub> Initial Base Price (CAN\$ per litre). The Initial Base Price is set as the price of 100LL AVGAS Aviation Fuel at CFB Trenton as per the PSPC Bulk Fuel Standing Offer (SO) #E60HL-3-0052-23-V on the solicitation release date. For the purpose of the FPA, the following price will be used as the Initial Base Price:

	Initial Base Price
Base Price Location	SO Price as of 21 March 2024 for 100LL AVGAS Aviation Fuel (\$ / litre)
CFB Trenton	\$1.5257

i<sub>1</sub> Actual Fuel Price (AFP) (CAN\$ per litre). The AFP will be based on the price of 100LL AVGAS Aviation Fuel at CFB Trenton as per the PSPC Bulk Fuel Standing Offer (SO) #E60HL-3-0052-23-V on the date on which the services were performed (i.e. the date the Flying Training was provided).

The Contractor must indicate the total fuel price adjustment amounts as a separate item on each invoice submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice the form attached at Annex B – Claim for Fuel Price Adjustments.

Canada reserves the right to audit any revision to costs and prices under this clause.

# 7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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

# 7.7.3 Monthly Payments

SACC Manual clause <u>H10008C</u> (2008-05-12) Monthly Payments

# 7.7.4 Electronic Payment of Invoices – Contract

[To be inserted at Contract Award]

# 7.7.5 Discretionary Audit

SACC Manual clause C0705C (2010-01-11) Discretionary Audit

### 7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. an up to date copy of the PPTC Statistical Training Report (Appendix 1 to annex A);
- 2. a copy of the release document and any other documents as specified in the Contract; and
- 3. a copy of Annex B, Claim for Fuel Price Adjustments, if applicable.

Invoices must be submitted to the Contracting Authority 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 Federal Contractors Program for Employment Equity - Default by the Contractor

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

# 7.10 Applicable Laws

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

# 7.11 **Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions <u>A1009C</u> (2008-05-12) "Work Site Access";
- (c) the general conditions 2035 (2022-12-01), General Conditions Higher Complexity Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Claim for Fuel Price Adjustments;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, DND 626 Task Authorization Form;
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated \_\_\_\_\_, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)) including its Inuit Benefits Plan. (if applicable).

### 7.12 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

# 7.13 Insurance – Specific Requirements

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

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

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

# 7.14 Dispute Resolution

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

# **ANNEX "A" - STATEMENT OF WORK**

# TITLE: AIR CADET POWER PILOT TRAINING COURSE

# **1.0 REFERENCES**

- A. Canadian Aviation Regulations
- B. DND/CAF's A-GA-135-001/AA-001 *Flight Safety for the Canadian Armed Forces*
- C. DND/CAF's A-GA-135-003/AG-001 Airworthiness Investigation Manual
- D. Military Airworthiness Investigation Regulations SOR-2018-217.pdf (justice.gc.ca)
- E. Transport Canada's TP 12862E How to Start a Flight Training Unit, Second Edition
- F. Transport Canada's Advisory Circular (AC) No. <u>107-002 Safety Management System Development</u> <u>Guide for Smaller Aviation Organizations</u>
- G. Aeronautics Act A-2.pdf (justice.gc.ca)
- H. Canadian Transportation Accident Investigation and Safety Board Act C-23.4.pdf (justice.gc.ca)
- I. Transport Canada's TP 13723 Flight Test Guide Private Pilot Licence

# 2.0 SCOPE

**2.1 Background** As part of its mandate to deliver a youth program in Canada, the Department of National Defence (DND) as represented by the Commander National Cadet and Junior Canadian Rangers Support Group (hereafter called "Canada") has a requirement and the authority to deliver the Power Pilot Training Course (PPTC) to selected Royal Canadian Air Cadets (hereafter called "Cadets"). In various capacities, this course has been conducted since 1946.

**2.2 Objective** Funded by Canada and delivered by contracted Flight Training Units across Canada, this program provides up to 175 selected Air Cadets with the opportunity to earn a Transport Canada Private Pilot Licence – Aeroplane (PPL-A). This course consists of ground school instruction and flight training to Transport Canada standards, in accordance with the Canadian Aviation Regulations (CARs). This training must be delivered within an intensive, seven (7) week period during the summer to accommodate the Cadets' school obligations.

# 3.0 ACRONYMS

AIA	Airworthiness Investigation Authority
AIM	Aeronautical Information Manual
CAF	Canadian Armed Forces
CARs	Canadian Aviation Regulations
CCO	Canadian Cadet Organization
CFI	Chief Flight Instructor
CFS	Canada Flight Supplement
CJCR Gp	Cadets and Junior Canadian Rangers Group
CTAISB	Canadian Transportation Accident Investigation and Safety Board Act
DFS	Directorate of Flight Safety
DND	Department of National Defence
FOD	Foreign Object Debris
FS	Flight Safety
FSO	Flight Safety Officer
FTU	Flight Training Unit
OBR	Onboard Recording
OC Air Ops	Officer Commanding Air Operations
POH	Pilot Operating Handbook
PPAER	Private Pilot Aeroplane Written Exam
PPL-A	Private Pilot License - Aeroplane
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PPTC	Power Pilot Training Course
PRC	Police Record Check
PTR	Pilot Training Record
RCSU	Regional Cadet Support Unit
SMS	Safety Management System
STC	Supplemental Type Certificate
тс	Transport Canada
TCCA	Transport Canada Civil Aviation
TSB	Transportation Safety Board
VFR	Visual Flight Rules
VNC	VFR Navigational Chart
VTA	VFR Terminal Area Chart
VSS	Vulnerable Sector Screening

# 4.0 REQUIREMENTS

**4.1 Operator** The contracted Flight Training Unit (FTU) (hereafter called the "Contractor") must train selected Cadets and must ensure the necessary facilities, aircraft and personnel are provided to carry out such training in accordance with Canadian Aviation Regulations (CARs) and associated standards applicable to any Transport Canada certified FTU. The following CARs must be followed, at a minimum, during the completion of this work:

- CAR 202 Aircraft Marking and Registration
- CAR 405 Flight Training
- CAR 406 Flight Training Units
- CAR Standard 425 Flight Training
- CAR Standard 426 Flight Training Units
- CAR 571 Maintenance
- CAR 573 Approved Maintenance Organizations
- CAR 606 Miscellaneous
- CAR Standard 625 Aircraft Equipment and Maintenance Standards

# 4.2 Transport Canada FTU Operator Certificate

4.2.1 The Contractor must maintain a valid Transport Canada FTU Operator Certificate for the duration of all work, meaning the Contractor will comply with all applicable sections of the CARs. These requirements may be subject to verification by Canada's staff at any time during this work. Verification items and a self-audit tool for each Flight Training Unit Operator may be found within Transport Canada publication <u>TP</u> <u>12862E – How to Start a Flight Training Unit, Second Edition</u>.

4.2.2 The Contractor must notify Canada's Supervisory Officer and Canada's Technical Authority for this contract of any new conditions, a suspension, or a cancellation of its FTU Operator Certificate within 24 hours during the training period (when Cadets are undergoing training). If there are any TC-imposed conditions, suspensions, or cancellations outside of the training period, the Contractor must inform the Technical Authority within five (5) business days. The Technical Authority must be informed of any

reinstatement of the FTU Operator Certificate within five (5) business days. The Technical Authority will then determine if Canada will continue to utilize the Contractor's services, at Canada's sole discretion.

4.2.3 In addition to all applicable CARs requirements, the Contractor must adhere to any other conditions specified in this Statement of Work.

# 4.3 Maintenance

4.3.1 The contractor must certify compliance of their intended Aircraft Maintenance Organization (AMO) with CAR 573.10 by providing a copy of the Aircraft Maintenance Organization Certificate for the intended Aircraft Maintenance Organization (AMO). All Aircraft Maintenance Manuals on hand (paper or electronic) must be up-to-date for all proposed aircraft earmarked for PPTC training.

# 4.4 FTU Key Staff

- 4.4.1 The Contractor must identify a full-time manager of the FTU as the main point of contact for all work.
- 4.4.2 The Contractor must identify a Chief Flight Instructor (CFI) who will be supervising the training in accordance with CAR 426.
- 4.4.3 The Contractor must identify a company flight safety or aviation safety representative who will be present for the duration of this work.
- 4.4.4 Any changes to the persons in these positions and/or their contract information must be communicated to the Technical Authority prior to the start of training during each training period or whenever there are changes.

# 4.5 Access to Cadets – Police Record Check (PRC) and Vulnerable Sector Screening (VSS)

4.5.1 The Contractor must ensure that every employee who independently instructs Cadets successfully completes the PRC/VSS screening process. For clarity, this includes Flight Instructors and Ground School Instructors but can include other employees. This screening must be completed by the Contractor's employee at their local police service and a copy of the completed certificate must be provided to both Canada's Technical Authority and Supervisory Officers prior to any unsupervised access to Cadets. In the case of any information discovered within the screening, information must be immediately provided to the Technical Authority to ascertain the individual's suitability for employment with Cadets. Any refusals of a Supplier's employee to authorize or provide the screening request or any failure to accurately complete the required information must result in zero involvement with any Cadet training.

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

4.5.3 In the case where a new instructor is hired during the period of the training, the Contractor must ensure that a PRC/VSS is completed with satisfactory results. The instructor will not be permitted unsupervised access to the Cadet until this verification is done and the favourable PRC/VSS is submitted to the Technical Authority and the Supervisory Officer.

4.5.4 A PRC/VSS is not required for Contractor staff who perform duties while Cadets are being directly supervised by Canada's Supervisory Officers such as maintenance staff, administrative staff, food service providers or similar activities where there is no unsupervised access to Cadets.

4.5.5 Results from online record checks, such as <u>myBackCheck.com</u>TM, do not meet this requirement as the VSS component is not included.

# 4.6 Insurance

4.6.1 The Contractor must ensure that each FTU continuously carries a combined minimum liability insurance, as specified within this Contract's terms. The Contractor must immediately notify the Technical Authority of any changes, including cancellation or limitations, to the required insurance coverages. This coverage must include Canada, as represented by the Department of National Defence, as an additional insured party for the purposes of flying training under this work. Annually, the Contractor must provide the Technical Authority with a list of aircraft and proof of adequate insurance for each aircraft a minimum of two (2) weeks before the arrival of the Cadets.

# 5.0 FACILITY, AIRCRAFT, TRAINING EQUIPMENT & ADMINISTRATIVE SERVICES

**5.1 General** The Contractor must provide all necessary facilities, aircraft, instructional tools, and training aids, plus all associated administrative services required for the successful delivery of this work.

**5.2 Classroom** In addition to specifications within reference TP12862E, *How to Start a Flight Training Unit*, the Contractor must provide a classroom with chairs, desks or tables that provide a minimum of 0.372m<sup>2</sup> (4 sq ft) per Cadet with a well-lit working surface. The classroom must have good ventilation, climate control (air conditioning) and be located in a safe area. The classroom must be equipped with chalk or whiteboards and a means of video or digital projection. Cadets must also be provided safe access to washrooms within a reasonable walking distance that is close proximity from their classroom location to minimize disruptions to their lessons. Washrooms that require transportation to be used is not acceptable. Classrooms must have internet access, a computer, and a digital projector to allow multimedia streaming.

**5.3 Supervisory Officer Area** The Contractor must provide a quiet, climate-controlled, low traffic area for Supervisory Officers to use during training hours for the duration of the training period. There must be table space available, plugs for computers / printer and Wifi access. There will be between two to four Supervisory Officers per site, depending on the number of Cadets.

# 6.0 CADET-SPECIFIC RESPONSIBILITIES, AVAILABILITY & TRAINING

# 6.1 General and Flight Safety Requirements

6.1.1 All training must be delivered in such a manner to ensure that safety is first and foremost. To minimize risks to the youth under Canada's care, safety requirements may be stricter than typical Private Pilot Licence training delivered to the general public. Further, as this flight training is being conducted on behalf of and paid for by Canada, the aircraft flown with Cadets onboard are considered "military conveyances" (which is defined in the Canadian Transportation Accident Investigation and Safety Board Act) for Flight Safety and Aircraft Incident/Accident Investigation purposes in accordance with the Aeronautics Act of Canada. For the Contractor, this means that when the Transportation Safety Board (TSB) of Canada would normally be notified of any reportable occurrence, they must now notify Canada's Directorate of Flight Safety (DFS) by means of the designated DND/CAF Supervisory Officer or 1-888-WARN-DFS (1-888-927-6337) so that the requirements of the Aeronautics Act (R.S.C., 1985, c.A-2 Part II – Military Investigations Involving Civilians) are carried out. This requirement only applies to flights involving Cadets, either solo or dual. Work conducted under this program may also be subject to Military

Airworthiness Investigation Regulations, specifically for occurrences involving civilians. For further information, please consult Military Airworthiness Investigation Regulations.

6.1.2 To ensure reporting compliance, the Transportation Safety Board (Civil) and Directorate of Flight Safety (Military) have a working agreement that ensures they are copied on any civilian occurrence reported during this work. To further assist the Contractor, Canada will identify the Regional Cadet Support Unit (RCSU) Flight Safety Officer (FSO) to the Contractor to better enable them to fully meet the requirements of this work. They will work closely with the person identified in 3.2.3 to conduct investigations of occurrences in the interest of safety.

# 6.2 Flight Safety Program /Safety Management System (SMS)

6.2.1 The Contractor must have a Flight Safety Program and/or a Safety Management System and must participate in and comply with the CAF Flight Safety (FS) Program, as outlined in A-GA-135-001/AA-001 *Flight Safety for the Canadian Armed Forces*. The Technical Authority will provide the Contractor with the latest version for reference.

6.2.2 For clarity, all occurrences must be reported. To paraphrase from the above manual, reportable occurrences include any events that caused or had the potential to cause injuries to personnel or damage to materiel or property, including aircraft or other aviation assets.

6.2.3 The Contractor must include all required training for staff to support this tool and published processes to use it. Specifically, the Contractor's SMS must contain the following attributes:

- SMS/FS Program that mirrors the CAF FS Program's goals and is administered by the person listed in 4.2.3. The RCSU FSO will in turn establish investigative processes for FS occurrences and a reporting mechanism in accordance with the guidelines established in the A-GA-135-003/AG-001, Airworthiness Investigation Manual (AIM). The Contractor SMS/FS Program must be made available for review at any time by designated Directorate of Flight Safety representatives;
- A documented process to report and investigate any SMS/FS occurrences, incident or accident, in accordance with the guidelines and timelines established within the CAF FS Program;
- An Emergency/Crash Response Plan that is fully integrated with the Airport Plan and is tested annually (tests will occur as either an immersive test of the plan through a simulated exercise or a paper-based review of the plan/test of the procedures. The Technical Authority will discuss with the contractor and decide the best course of action that is Technical agreed upon), as a minimum;
- The Contractor must, with two weeks' notice, allow DND/CAF designated personnel to have full access to all relevant data, documentation and facilities, for the purpose of conducting a Flight Safety Assurance Visit (FSAV); and
- The Contractor must conduct a Flight Safety briefing weekly, as a minimum, to all Cadets and Flight Instructors training Cadets. Content must include topical occurrences, incidents and local themes along with any items provided by Canada's RCSU FSO.

6.2.4 Contractors may establish a new SMS in support of this work or may verify that their SMS contain all required elements by consulting Transport Canada Advisory Circular (AC) No. 107-002 *Safety Management System Development Guide for Smaller Aviation Organizations* – Issued 2 Sep 2016, at <a href="http://www.tc.gc.ca/en/services/aviation/reference-centre/advisory-circulars/ac-107-002.html">http://www.tc.gc.ca/en/services/aviation/reference-centre/advisory-circulars/ac-107-002.html</a>.

# 6.3 Aircraft Configuration

6.3.1 The aircraft provided by the Contractor for use by Cadets must be:

- of similar type and configuration, i.e. a "harmonized fleet";
- operated on 100LL AVGAS Aviation Fuel only, regardless whether a lower grade fuel certification or Supplemental Type Certificate (STC) exists;
- single engine, non-high performance, land aircraft as defined by TC;
- fixed or retractable landing gear (no amphibious aircraft);
- equipped with Aviation Headsets for both Cadets and flight instructors;
- equipped with push-to-talk microphones;
- equipped with functioning two-way aviation radio;
- equipped with a functioning Mode-C or Mode-S aviation transponder;
- equipped with a functioning GPS suitable for VFR use; and
- equipped with a 406 MHz emergency locator transmitter.

6.3.2 **On Board Recording Devices (OBR)** If the Contractor's aircraft are equipped with OBR devices, the following conditions must apply:

- usage of OBR is governed by the Canadian Transportation Accident Investigation and Safety Board Act (S.C. 1989, c.3) ("CTAISB Act") and the Aeronautics Act of Canada (R.S.C., 1985, c. A-2). An OBR is defined by relevant sections of both Acts as a recording of voice communication originating from or received on or in the flight deck of an aircraft or a video recording of the activities of the operating personnel of an aircraft. A transcript or substantial summary of designated OBR data is also considered a designated OBR;
- since Canada's Privacy Act applies, Cadets must first be made aware of the possibility of being recorded and their Supervisory Officer must consent to the use of any recording device. See <u>http://laws-lois.justice.gc.ca/eng/acts/P-21/</u> for more information; and
- the CTAISB and Aeronautics Acts accord *privilege* to certain information, inclusive of OBR data. Therefore, the authority to download this information is retained by the Airworthiness Investigative Authority (AIA), the Director of Flight Safety. Therefore, under the terms of this work, Canada reserves custody rights of all data contained in the Contractors OBR. The Contractor must provide the original and any copies of the data and recording medium (if removable) to Canada upon request. Should the recording medium be retained by Canada, the Contractor will be reimbursed by Canada.

### 6.4 Foreign Object Debris Program

6.4.1 The Contractor must have a Foreign Object Debris (FOD) program in place for the ramp areas under the control of the Contractor. FOD is a known hazard to aviation safety and it should be prevented and minimized as much as possible. If the Contractor has questions about this program, see the A-GA-

135-001/AA-001 *Flight Safety for the Canadian Armed Forces* and contact the RCSU Flight Safety Officer.

# 6.5 Alcohol, Tobacco, E-cigarette, and Cannabis Consumption

6.5.1 Cadets are prohibited from alcohol, tobacco, e-cigarette ("vaping"), and cannabis consumption at all times while undergoing training; regardless of age or provincial allowances.

6.5.2 The Contractor must monitor for/ensure that all flight instructors are briefed that they must abstain from any cannabis consumption for 28 days prior to any flight with Cadets for the entire duration of this work. In the event Transport Canada announces a more restrictive policy for civilian commercial air services, the most restrictive policy will apply to this work.

6.5.3 The Contractor must monitor and ensure that all flight instructors adhere to Transport Canada regulations surrounding alcohol use and aviation activities. Further, any of the Contractor's staff who interact with Cadets must remain sober. This includes: not suffering the affects of alcohol or cannabis consumption, not having consumed alcohol for a minimum of eight (8) hours, and not consuming alcohol or cannabis in the presence of cadets.

6.5.4 The Contractor must ensure that any of their staff who vape, containing or not containing nicotine, or consume tobacco products do so out of sight of the Cadets. Cadets at no time shall be exposed to smoking or vaping by-products by any of the Contractor's staff.

# 6.6 Supervision of Cadets

6.6.1 Canada will supervise all Cadet training through their RCSU Officer Commanding Air Operations (OC Air Ops) and designated Supervisory Officers. Canada remains responsible for the care, deportment, concurrent military training, transportation and recreation for all Cadets for the duration of the training.

6.6.2 Supervision and training management is delegated based on the cadet region (RCSU) where the training is conducted through the applicable OC Air Ops. The OC Air Ops has operational control of all Cadets flying within their respective regions and is responsible for the Supervisory Officer(s) assigned to each FTU. The regions demarcated as follows:

- RCSU Pacific British Columbia;
- RCSU Northwest Alberta, Saskatchewan, Manitoba, and the three Territories;
- RCSU Central Ontario (except the Ottawa Valley);
- RCSU Eastern Quebec (plus the Ottawa Valley); and
- RCSU Atlantic Newfoundland and Labrador, Nova Scotia, Prince Edward Island, and New Brunswick.

### 6.7 Course Conduct

6.7.1 The Contractor must ensure that Cadets' training is segregated from any other students (not part of the PPTC), even if other non-cadet students are completing a Private Pilot Licence.

6.7.2 Training is to be conducted in English or French, depending on the number of billets and the Contractor's ability. Canada allocates billets based on the number of francophone cadets as a proportion of the total number of billets. The contractor must indicate if they are able to train cadets in English, French or, both.

6.7.3 The Contractor, through the Chief Flight Instructor, must ensure that all flying is conducted under Day, Visual Flight Rules (VFR) only. Float flying is not permitted.

6.7.4 The Contractor must ensure that Cadets are not permitted to fly aircraft with other persons on board unless a flight instructor is designated as Pilot-in-Command and is occupying the normal instructor's seat of the aircraft. If Cadets complete the requirements for Private Pilot Licence - Aeroplane prior to the PPTC end-date, Cadets remain forbidden from carrying passengers, flying at night, or completing other training or ratings.

6.7.5 Cadets must only complete the training required to earn their Private Pilot License – Aeroplane. If a Cadet has completed the required hours, sequences and Flight Test, they are not to continue flying.

6.7.6 The Contractor's Chief Flight Instructor may recommend that the training of a Cadet ceases when, in their opinion, a Cadet lacks the necessary skills or aptitude or will otherwise not be able to meet the training standards within the allotted timeframe. The following are also cause for "Cease Training" of a Cadet:

- failure to achieve an overall *PASS* on the Transport Canada Private Pilot Aeroplane written examination (PPAER) at the initial writing. At the discretion of the OC Air Ops, those candidates who achieve a *PARTIAL PASS* may be allowed to rewrite the PPAER;
- if authorized as above, failure to achieve an overall *PASS* on a subsequent writing of the Transport Canada PPAER written examination;
- failure to solo after fourteen (14) hours of dual instruction. At the discretion of the Chief Flight Instructor, an additional two (2) hours of dual instruction to achieve solo may be provided, in which case a written explanation of the action taken must be appended to the statistical training report at Appendix 1.
- full failure of a Flight Test as per TC's *TP* 13723 Flight Test Guide Private Pilot Licence Aeroplane;
- failure of a subsequent partial Flight Test as per TC's *TP* 13723 *Flight Test Guide Private Pilot Licence Aeroplane;*
- failure to complete all training requirements, including receiving a Flight Test recommendation from an instructor and flying the Flight Test, within 48 hours flying time, or if approved by the OC Air Ops on a case-by-case basis, up to 51 hours flying time. For more information, see section 5.12 below;
- temporary (more than 1 week) or permanent loss of CAT 1 or 3 aviation medical category due to illness or other medical circumstances;
- repeated air sickness;
- misconduct as investigated and determined by the Supervisory Officer; and/or
- loss of Cadet status (e.g. enrolment in the Canadian Armed Forces).

6.7.7 For any "Cease Training" action, the Chief Flight Instructor must provide immediate notification to both Canada's Supervisory Officer and the FTU Manager. A written explanation of the reason for "Cease Training" action must be provided to the Supervisory Officer, who will forward the report to the OC Air Ops

for final determination in each case. The Chief Flight Instructor will not be obligated to continue training with any cadet who meets the above "Cease Training" criteria.

6.7.8 Cadets must not be permitted to pay for any other training while on the PPTC, including extra remedial training, other ratings, or continuing to fly after being "Cease Trained". In most cases, Cadets who have been "Cease Trained" will be transported home promptly.

# 6.8 Cadet Training Plan Constraints

6.8.1 The Contractor must ensure that the Cadet Training Plan meets the minimum standards of CAR 426 to issue a Private Pilot License – Aeroplane, meets or exceed all other constraints described herein and is completed within a seven (7) week period prior to the end of August each year in order to remain within the summer school break for the Cadets (note, some locations may be required to start training earlier than others). This is manageable with careful planning and by applying the schedule, aircraft ratio and instructor ratio constraints below. Supervisory Officers or other designated representatives of Canada may audit the Contractor to ensure that these constraints and timelines are followed.

# 6.9 Ground School

6.9.1 The Contractor must provide between forty (40) forty-five (45) hours of ground school and preparatory ground instruction, as required by Transport Canada. If a Cadet requires extra tutoring or assistance to meet the Transport Canada standard, it must be provided by the Contractor and should be at no additional cost.

6.9.2 All ground school instruction is to be conducted by an in-person instructor (not delivered through computer software or remote attendance) who is, at minimum, the holder of a Commercial Pilot License and preferably, the holder of a Commercial Pilot License – Aeroplane with a Flight Instructor rating. The name and credentials of the Ground School Instructor(s) must be provided to the Technical Authority prior to the start of training.

6.9.3 The Contractor must conduct the Transport Canada Private Pilot Aeroplane written examination (PPAER) no earlier than the start of the fourth week of the course. The results of any examination or rewrite must be available no later than Thursday of the sixth week of the course, to provide ample opportunity for remedial training (if a subsequent exam attempt is authorized).

6.9.4 The Contractor shall ensure that Cadets do not miss periods of Ground School in lieu of other training requirements (flying, pre-flight briefings etc). If a Cadet must miss a Ground School period for exceptional reasons, the Contractor must ensure that the Cadet is afforded an opportunity to make up the class under the same conditions as outlined above and done within the specified overall 7-week period.

### 6.10 Daily/Weekly Schedule

6.10.1 Within the Cadet Training Plan, the training schedule must allow the following:

- one free day per calendar week for each Cadet. Generally, this time off must be scheduled so
  that either the whole course is free for a day or that half the course is free one day and half the
  course is free another day. Advanced coordination and flexibility will be required between the
  FTU and the Supervisory Officers to ensure supervision and transport requirements are met.
  Often extra Supervisory Officers are required to accommodate split days off so a minimum of
  one calendar (1) week notice is required to modify "days off" from the original schedule unless
  agreed to by the Supervisory Officer in consult with the OC Air Ops;
- maximum twelve-hour (12) duty days, beginning when a Cadet departs their place of rest (quarters) and ending when they arrive back at their place of rest, no later than twenty-one
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hundred (2100) hours local time. Periods of rest acquired during the Duty Day must not be considered rest for the purposes of either extending the computed length of the duty day or reducing the length of the Crew Rest period. Crew Rest must be a minimum of twelve (12) hours. Only the OC Air Ops may declare a reduced Crew Rest period provided that at least eight hours of uninterrupted rest is assured. The Duty Day may be extended, on a short-term basis, to fourteen (14) hours in this case. Following any Duty Day exceeding fourteen (14) hours, a minimum of fourteen (14) hours Crew Rest must be provided, which can impact the training schedule;

- observance of religious duties. If the religious duties significantly impact a Cadet's training, the Contractor shall inform the OC Air Ops; and
- a reasonable number of bad weather days based on typical weather or other factors (such as forest fire smoke) in the FTU's geographical location.

# 6.11 Minimum Flying Training Hours

6.11.1 The Contractor must ensure that each Cadet meets the minimum flying hour and experience requirements for licensing as per Transport Canada. Further, each cadet must receive between forty-five (45) and forty-eight (48) flying hours, with a minimum of 30 hours dual training with a flight instructor. Extended ground taxi times, in excess of 0.2 hours, must be avoided as much as practicable, commensurate with the training program and safe operation of the aircraft.

6.11.2 On a case-by-case basis, the Chief Flight Instructor can request through the OC Air Ops to extend the maximum flying time for a Cadet to 51.0 total hours if the following conditions are met:

- The CFI must be confident that an additional three (3.0) hours flight time will be sufficient for the Cadet to meet all remaining requirements to be issued a Transport Canada Private Pilot License Aeroplane;
- The additional flight time must be conducted in an aircraft with a flight instructor (not in a Flight Training Device); and
- The Cadet must not exceed 51.0 hours flying time to complete all the requirements for the issuance of a Private Pilot Licence Aeroplane. Additional flying hours are neither authorized nor billable under any circumstances.

# 6.12 Flight Training Devices

6.12.1 The Contractor may use a Transport Canada certified, Level 2 or higher, Flight Training Device in support of this work, up to a maximum of three (3.0) hours, counted towards the Cadet's dual flying hours and towards their overall maximum flying hours.

# 6.13 Cadet to Aircraft Ratio

6.13.1 To ensure sufficient training resources are available, the Contractor must ensure that no more than four (4) cadets are assigned to a specific aircraft on a given training day. This is irrespective of shifts or other scheduling means. One spare aircraft for each type operated by the Contractor, either owned or leased, must be available in case circumstances such as snags, flight safety investigations, or maintenance reasons render an aircraft unserviceable. The details of any leasing arrangement must be provided to Canada as assurance of its availability. Potential examples are listed below:

- an FTU has 12 cadets on site and is using a fleet of Cessna 172 aircraft. The FTU would be required to have a minimum of three (3) aircraft dedicated for cadet use (plus one spare); or
- an FTU has 18 cadets on site and is using a mix of Piper Cherokee and Piper Warrior aircraft. Nine (9) cadets are assigned to Cherokees and nine (9) cadets are assigned to Warriors. This situation would require three (3) Cherokees (plus one spare Cherokee) and three (3) Warriors (plus one spare Warrior), etc.

6.13.2 This ratio accounts assumes the sole use of the aircraft by Cadets during the training day. This does not preclude the use of these aircraft by other parties, but additional aircraft must then be available to meet the intent of the above ratio. If there are questions on this requirement, please contact the Technical Authority or the OC Air Ops.

# 6.14 Airspace

6.14.1 The Cadet Training Plan must not plan to have more than six (6) Contractor aircraft in the aerodrome circuit at any one time and no more than eight (8) Contractor aircraft (in any mission configuration) airborne at any one time per training location.

6.14.2 The flying training area (for airwork, practice forced approaches etc) must be no further than 0.2 hours transit time from the departure aerodrome. If this is not achievable, the Contractor must identify an effective means to maximize that transit time for concurrent training. If there is more than one FTU located at the airfield where this work takes place, the Contractor must coordinate usage of the training areas to enhance safety and awareness, especially if the airspace is more crowded than usual with the presence of the PPTC Cadets.

6.14.3 Canada will determine if the proposed student load is reasonable based on airport and airspace congestion, at its sole discretion. Other factors such as concurrent Air Cadet Gliding Program activities will also be considered in this assessment.

### 6.15 Cadet to Instructor Ratio

6.15.1 To ensure sufficient attention dedicated to each Cadet, the Contractor must ensure that a maximum four (4) Cadets are assigned to one (1) full-time, dedicated flight instructor. Flight instructors must be supervised by an appropriately qualified, full-time Chief Flight Instructor (CFI) as per the CARs.

6.15.2 If flight instructors are working on a split, or part-time, basis, the Contractor must ensure that the summation of their time is equivalent to the above ratio. In all cases, the Contractor must ensure continuity of training for Cadets if they have multiple instructors involved. The importance of detailed PTR records is critical if this is the case.

# 6.16 Training Aids & Equipment

6.16.1 **Flight Planning Area**. The Contractor must provide a flight planning area, complete with an internet capable computer or device, available for Cadets' usage and a telephone for flight planning and weather. As multiple student pilots (Cadets or others) may require simultaneous use of these tools, the Contractor must ensure that there is sufficient equipment and resources for Cadets to complete their planning without delaying missions. The Contractor must provide WiFi access to the Cadets in the Flight Planning Area.

6.16.2 At the Contractor's expense, each Cadet must be provided the following materials that, as a minimum, are valid for the entire course length:

• One (1) Pilot Operating Handbook (POH) for each designated training aircraft;

- One (1) Transport Canada Aeronautical Information Manual (AIM) TP 14371 (electronic copy is acceptable if accessible via Wi-Fi or computer access)
- One (1) Transport Canada approved Pilot Training Record (PTR) booklet. If using an electronic version, a paper copy is not required;
- One aircraft specific Ground School manual, if required; and

Aeronautical charts covering the flying training areas and routes to be flown as determined by the FTU operator. Specifically, current, individual copies of the applicable VNCs and VTA for areas the Cadets will be operating. If charts expire during the course, the Contractor will provide current copies.

6.16.3 Canada will provide the following materials to each Cadet, on loan, at or prior to the start of training:

- One (1) copy of the textbook From the Ground Up or Entre Ciel et Terre, as applicable;
- One (1) E6-B or similar air navigation computer;
- One (1) Power Pilot Logbook;
- One (1) Douglas protractor;
- One (1) Navigation Scale Ruler (straight edge); and
- One (1) or more copies of the NavCanada Canada Flight Supplement (CFS) that remain valid for the duration of the training period.

6.16.4 No Cadet must be obliged to rent or purchase any other training aids, resources, equipment, or membership while attending the PPTC.

# 6.17 Administrative Services

6.17.1 The Contractor must provide each Cadet with all administrative services relating to the course of their studies and to facilitate the processing of licence applications. This includes access to Transport Canada testing facilities or computers, services of Transport Canada Authorized Persons, issuance of student pilot permits, Aviation Language Proficiency Demonstration requirements and Innovation, Science, and Economic Development Canada Restricted Operator Certificate with Aeronautical Qualification (ROC-A) certifications, if applicable.

6.17.2 The Contractor must provide Canada with full access to all Cadet training files inclusive of examination marks, flight test results and pilot training records for the purpose of producing training reports, establishing Cadet performance metrics and for awards.

6.17.3 During training, the Contractor must complete the Cadet Statistical Training Report form at Appendix 1, ensure it is signed by both the Contractors' representative and Canada's Supervisory Officer, and submit with monthly invoice for payment. No further distribution is permitted. A fillable version is available from the Technical Authority by request.

6.17.4 The Contractor's price must include the processing of all licence applications and any professional services, including Pilot Examiners and Language Testers.

6.17.5 Each Cadet will arrive with funds in the amounts specified within CARs Schedule IV (Sections 104.01 and 104.02 and subsection 104.07(1) to cover Transport Canada Licencing and Examination Fees, respectively. As of 2023, these fees are currently \$55.00 and \$120.63 respectively. If a PPAER Written Exam rewrite or partial rewrite is required, the Cadet shall pay the associated test fees. The Contractor must pay Flight Test fees and if required, for subsequent Partial Flight Test fees in the event of a Partial Pass.

# 6.18 Pilot Training Records

6.18.1 Pilot Training Records (PTR) are a key tool in the assessment of student performance. In addition to the requirements outlined in CARs Standard 425.33, the Contractor must ensure that each Cadet's Pilot Training Record (PTR) accurately and comprehensively records their progress. Therefore, the Contractor, through the Chief Flight Instructor, must ensure the following elements are actioned:

- Flight Instructors must routinely complete PTR entries at the termination of individual training flights, but no later than 24 hours after the flight. If further delays are required due to extenuating circumstances, the CFI must inform and seek approval from the OC Air Ops to accept or not accept the delayed entries;
- Flight Instructors must provide sufficient written summary of the Cadet's progress to enable continuity of training and audit by the CFI, another Flight Instructor, Transport Canada Examiner, or Canada's staff, including Flight Safety personnel for audits and investigations. As a minimum, the summary must contain the following three (3) elements:
  - General description of the exercises performed and overall achievement. If the individual exercises are marked in a table or checklist, they do not need to be described unless required for clarity;
  - Areas for improvement based on the performance of the Cadet; and
  - **Action plan** to correct performance deficiencies for all items listed in the areas for improvement;
- for solo training flights, the Cadet must make an entry mirroring the requirements listed above but may use more qualitative language in their self-assessments.

6.18.2 Any ground-based, preparatory or follow-up instruction ("pre-flight briefings" or "post-flight debriefings") provided to Cadets must also be documented in the PTR.

6.18.3 Comments in the PTR must be reviewed regularly with each Cadet as a component of each preflight briefing. This assures that each Cadet knows exactly what is expected for each flight and will aid in better preparation and performance.

6.18.4 Each Cadet's PTR must be available for review at any time by Canada's Supervisory Officers, the OC Air Ops or other delegated representatives. The Contractor must identify both the written quality control and oversight procedures to meet the PTR requirements identified above and the person/position who will be responsible for this oversight. Widespread issues regarding completeness or adequacy of PTR records as per section 6.19 may result in Canada withholding payment for the affected flight hours/missions until remedied.

# 7.1 RATIONS AND QUARTERS

7.1.1 The Contractor is not required to provide rations and quarters to the Cadets or Supervisory Officers as part of this contract, however, preference will be given to vendors within 60 minutes driving time from an existing CTC facility. Some preference may be given to Contractors where a rations and quarters contract is already in place (or has option years remaining) or near CAF facilities that have capacity/ability to host Cadets.

7.1.2 The following is a list of the 12 current Cadet Training Centre locations as of March 2024 (subject to change):

- Whitehorse CTC (Yukon) 60.598636°N, 134.951231°W
- Vernon CTC (British Columbia) 50.2499455°N, 119.2728477°W
- HMCS QUADRA (British Columbia) 49.662524°N, 124.914529°W
- Rocky Mountain CTC (Alberta) 51.3166936°N, 114.9325329°W
- Cold Lake CTC (Alberta) 54.435728°N, 110.284952°W
- Blackdown CTC (Ontario) 44.2610628°N, 79.9571781°W
- Trenton CTC (Ontario) 44.1062510°N, 77.5450461°W
- HMCS ONTARIO (Ontario) 44.2333239°N, 76.4694528°W
- St Jean CTC (Québec) 45.2975610°N, 73.2505646°W
- Valcartier CTC (Québec) 46.8972644°N, 71.5012785°W
- Bagotville CTC (Quebec) 48.337999°N, 70.986281°W
- Argonaut CTC (New Brunswick) 45.8523952°N, 66.4355174°W

## **APPENDIX 1 TO ANNEX A - PPTC STATISTICAL TRAINING REPORT**

# **PROPERTY OF CANADA** – NOT FOR FURTHER DISTRIBUTION

FTU NAME: \_\_\_\_\_\_ SIGNATURE OF CFI OR MANAGER: \_\_\_\_\_

COURSE DATES: \_\_\_\_\_ SIGNATURE OF SUPERVISORY OFFICER: \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13
	FLYING TIME (HOURS)			]	Transport Canada EXAM			Transport Canada FLIGHT TEST		SUMMARY		
CADET LAST NAME, INITIALS	DUAL	SIM	SOLO	TOTAL	%	Sec(s) Failed <sup>1,2</sup>	Rewrite % <sup>1</sup>	%	Refly % <sup>1</sup>	Hours	Course Score % (Avg 6 & 9)	Course Pass or Fail
EXAMPLE, FT	32.4	3.0	14.0	49.4	86	NAV	96	90	N/A	45.0	88	Р

<sup>1</sup> if applicable, <sup>2</sup>use code MET/MÉT, LAW/DRO, GEN/GÉN, NAV/NAV

Distribution: One (1) copy to Supervisory Officer, one (1) copy submitted at conclusion of training and/or with final invoice. A digital, fillable version of this form is available through the Technical Authority

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# ANNEX "B" - CLAIM FOR FUEL PRICE ADJUSTMENTS

Contractor Name	
Contract Number	
Invoice Number	

1	2	3	4	5	6	7	8	9
ltem Number	Date(s) Flying Training was provided	Number of Flying Training Hours Provided (Hhr)	Initial Base Price (i₀) (\$ / litre)	Actual Fuel Price (i <sub>1)</sub> (\$ / litre)	Adjustment Allowance (%)	Portion of Flying Training Fixed Hourly	Adjustment to Flying Training Fixed Hourly Rate (\$)	Total Adjustment (\$)
					(((5)- (4))/(4)) - 0.05 (Indicate 0% if negative)	Rate attributable to Fuel (PFTFH) (\$)	(6) x (7)	(8) x (3)
Total Fuel Price Adjustment (\$)								

# The following example is provided for illustrative purposes only:

Contractor's Flying Training Fixed Hourly Rate as per Contractor's Bid	\$200.00
Portion of the Flying Training Fixed Hourly Rate attributable to fuel as per 7.7.1.1	\$90.00

1	2	3	4	5	6	7	8	9
ltem Number	Date(s) Flying Training was provided	Number of Flying Training Hours Provided (Hhr)	Initial Base Price (i₀) (\$ / litre)	Actual Fuel Price (i <sub>1)</sub> (\$ / litre)	Adjustment Allowance (%)	Portion of Flying Training Fixed Hourly	Adjustment to Flying Training Fixed Hourly Rate (\$)	Total Adjustment (\$)
					(((5)- (4))/(4)) - 0.05 (Indicate 0% if negative)	Rate attributable to Fuel (PFTFH) (\$)	(6) x (7)	(8) x (3)
1	July 8-11, 2024	10	\$1.5257	\$1.5730	0.00 %	\$90.00	\$0.00	\$0.00
2	July 15-18, 2024	12	\$1.5257	\$1.6502	3.16 %	\$90.00	\$2.84	\$34.13
3	July 22-25, 2024	13	\$1.5257	\$1.7020	6.56 %	\$90.00	\$5.90	\$76.70
4	July 29 – Aug. 1, 2024	10	\$1.5257	\$1.7123	7.23 %	\$90.00	\$6.51	\$65.10
Total Fuel Price Adjustment (\$)								\$175.93

In this example, a total of \$171.91 would be paid to the Contractor for the Fuel Price Adjustment.

# ANNEX "1" TO PART 3 OF THE BID SOLICITATION

#### PRICING SCHEDULE

Bidder	(INSERT)
Flight Training Unit (FTU)	(INSERT)

A. The Bidder must provide fixed hourly rates as follows for the initial Contract Period as well as for Option Period 1:

TABLE 1 - Contract Period – Contract award to February 28, 2025			
Pilot Training Components	Fixed Hourly Rate	Maximum Number of Hours	Total Price per Student
	(A)	(B)	(C) = (A) x (B)
Ground School Training	\$(INSERT)	45	\$(INSERT)
Flying Training	\$(INSERT)	51	\$(INSERT)
Total Table 1			\$(INSERT)

The option period pricing is only applicable if the option to extend the Contract is exercised by Canada.

TABLE 2 - Option Period 1 – March 1, 2025 to February 27, 2026			
Pilot Training Components	Fixed Hourly Rate	Maximum Number of Hours	Total Price per Student
	(A)	(B)	(C) = (A) x (B)
Ground School Training	\$(INSERT)	45	\$(INSERT)
Flying Training	\$(INSERT)	51	\$(INSERT)
Total Table 2			\$(INSERT)

Evaluated Price: Average Total Price per Student	
(Total Table 1 + Total Table 2) / 2	\$(INSERT)

B. The Bidder must indicate the portion (in %) of their Flying Training Hourly Rate that is attributable to Fuel. This value must not exceed 50% of their Flying Training Hourly Rate:

Portion of Flying Training Fixed Hourly Rate attributable to Fuel (INSERT)%

# ANNEX "2" TO PART 3 OF THE BID SOLICITATION

#### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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

#### ANNEX "1" TO PART 4 OF THE BID SOLICITATION

#### MANDATORY TECHNICAL EVALUATION CRITERIA

- a. The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with these criteria. Unless otherwise indicated, the substantiation must not simply be a repetition of the requirement(s) but must explain and demonstrate how the Bidder meets the requirements.
- b. Bids which fail to meet the mandatory technical criteria will be declared non-responsive.
- c. If requested by Canada during the evaluation period, the Bidder must provide supporting documentation and/or additional clarifications within two (2) business days of a request by the Contracting Authority. If additional time is required by the Bidder, the Contracting Authority may grant an extension at their sole discretion. Failure to provide this information within the timeframe stipulated will render the bid non-responsive.

MT1	Flight Training Unit (FTU) Facility	
MT1.1	FTU Location	
MT1.2	FTU Capacity	
MT1.3	Internet Access	
MT1.4	Supervisory Officer Area	
MT2	FTU Personnel/Resources	
MT2.1	FTU Key Staff	
MT2.2	Additional FTU Personnel/Resources	
MT3	Bidder's Experience	
MT3.1	Bidder's Experience for the proposed FTU	
MT4	Instructors & Course Syllabus	
MT4.1	Cadets Training Syllabus and Schedule	
MT4.2	Ground School	

MT5	Flight Safety
MT5.1	Operator Certificate
MT5.2	Flight Safety Program (Safety Management System)
MT5.3	Airspace - Flight Training Area Description
MT5.4	Airport Access
MT5.5	Foreign Object Debris (FOD) Program
MT6	Aircraft and Maintenance
MT6.1	Aircraft Availability
MT6.2	Aircraft Equipment
MT6.3	Aircraft Maintenance
MT6.4	Aircraft Maintenance Manuals

#### Summary

MANDATORY TECHNICAL CRITERIA		BIDDER'S INSTRUCTIONS
MT1	FLIGHT TRAINING UNIT (FTU) FACILITY	
MT1.1	FTU Location	
MT1.1.1	<ul> <li>The Bidder must propose one (1) Flight Training Unit. The Bidder should provide the following information with their Bid:</li> <li>A. FTU operating name:</li> <li>B. Procurement Business Number (PBN), if applicable;</li> <li>C. FTU Address; and</li> <li>D. Point of contact for enquiries during the bid evaluation process.</li> </ul>	<ul> <li>The Bidder should provide the following information with their Bid:</li> <li>A. FTU operating name:</li> <li>B. Procurement Business Number (PBN), if applicable:</li> <li>C. FTU Address:</li> <li>D. Point of contact for enquiries during the bid evaluation process:</li> </ul>
MT1.1.2	<ul> <li>The Bidder's proposed FTU must meet (1) one of the following two (2) conditions:</li> <li>A. Be located within a 1-hour drive under normal conditions from any of the twelve (12) established Cadet Training Centre (CTC) locations listed at section 7.1.2 of the Statement of Work; OR</li> <li>B. Be located within a 1-hour drive under normal conditions from: <ol> <li>Any DND Owned or Operated Facility; or</li> <li>Any Commercial Accommodations and Meals provider</li> </ol> </li> <li>For option B., a reasonable assumption should be made that these facilities/providers would have the capacity to provide sleeping accommodations and/or meals for the number of Students proposed by the Bidder plus up to four (4) Supervisory Officers.</li> </ul>	The Bidder should indicate which condition is being met by their proposed FTU (i.e. A or B). For Option B, the Bidder should provide sufficient details to demonstrate compliance with the conditions (e.g. name, location, and estimated capacity of the facility/commercial accommodations/meals providers).

	MANDATORY TECHNICAL CRITERIA	BIDDER'S INSTRUCTIONS		
MT1.2	FTU Capacity			
The Bidder must have the capacity to train at least (6) six students (i.e. Cadets) per year under the contract at their proposed FTU.		The Bidder should indicate the number of students (i.e. Cadets) they have the capacity to train at their proposed FTU, confirm the earliest start date training can commence for the summer 2024, and include the following certification in their Bid: <i>I, (insert Bidder's name), certify that training can start as early as (insert start date for summer 2024), and that we have the capacity to train up to:</i> <i>Option 1:</i> <i>- (insert # of students) in English per year at the proposed FTU; and</i> <i>- (insert # of students) in French per year at the proposed FTU.</i> <i>OR</i> <i>Option 2:</i> <i>- (insert # of students) in English and/or in French per year at the</i> <i>proposed FTU.</i>		
MT1.3	Internet Access			
The Bidder's proposed FTU must have Internet and computer availability for the Cadets for such things as weather and flight planning, and that Wifi internet access will be made available for Cadets and Supervisory Officers use during training hours for the duration of the training period		availability for the Cadets for such things as weather and flight planning, and that Wifi internet access will be made available for Cadets and Supervisory Officers use during training hours for the duration of the training period		The Bidder should include the following certification in their Bid: <i>I</i> , (insert Bidder's name), certify that the proposed FTU has Internet and Computer availability for the Cadets and Wifi internet access will be made available for Cadets and Supervisory Officers use during training hours for the duration of the training period.

	MANDATORY TECHNICAL CRITERIA	BIDDER'S INSTRUCTIONS
MT1.4	Supervisory Officer Area	
The Bidder must confirm that there is a quiet, climate-controlled, low traffic area for up to four Supervisory Officers to use during training hours for the duration of the training period. There must be table space available, power outlets for computers / printer and Wifi access.		The Bidder should include the following certification in their Bid: <i>I</i> , (insert Bidder's name), certify that there is a quiet, climate- controlled, low traffic area for up to four Supervisory Officers to use during training hours for the duration of the training period with table space available, power outlets for computers / printer and Wifi access.
MT2	FTU PERSONNEL/RESOURCES	
MT2.1	FTU Key Staff	
The Bidde	r must identify the following FTU Key Staff:	The Bidder should provide the following information with their Bid:
<ul> <li>A. Full-Time Flight Training Unit Manager,</li> <li>B. Chief Flight Instructor, and</li> <li>C. Flight safety or aviation safety representative.</li> <li>Of note, one individual may fill A and B, but not A, B AND C. Individual C shall not fill A or B.</li> </ul>		<ul> <li>A. Full-Time Flight Training Unit Manager Name: Tel.:</li> <li>B. Chief Flight Instructor Name: Tel.:</li> <li>Email:</li> <li>C. Flight safety or aviation safety representative Name: Tel.:</li> <li>Email:</li> </ul>

	MANDATORY TECHNICAL CRITERIA	BIDDER'S INSTRUCTIONS
MT2.2	Additional FTU Personnel/Resources	
The Bidder must have access to personnel or resources to render the following: A. services of an appropriate Transport Canada Authorized Person or Persons for all licensing requirements; B. Aviation Language Proficiency Demonstrations; C. Issuance of student pilot permits; D. Delegated Pilot Examiners to conduct PPL-A flight tests; and E. Restricted Operator Certificate with Aeronautical Qualification certifications:		The Bidder should include the following certification in their Bid: <i>I</i> , (insert Bidder's name), certify that we have access to personnel or resources to render the following: <i>A</i> . services of an appropriate Transport Canada Authorized Person or Persons for all licensing requirements; <i>B</i> . Aviation Language Proficiency Demonstrations; <i>C</i> . Issuance of student pilot permits; <i>D</i> . Delegated Pilot Examiners to conduct PPL-A flight tests; and <i>E</i> . Restricted Operator Certificate with Aeronautical Qualification certifications.
MT3	BIDDER'S EXPERIENCE	
MT3.1	Bidder's Experience for the proposed FTU	
The Bidder must have at least 36 months of operating experience within the past 40 months from date of closing of the present solicitation under their Transport Canada Flight Training Unit Operator's Certificate. In the event that the certificate was suspended or cancelled, the period of suspension/cancellation will not count as experience for the purposes of this criterion.		The Bidder should provide sufficient details to demonstrate compliance with this criterion, including issue date of the Transport Canada FTU Operator's certificate, any suspension/cancellation period(s), if applicable, as well as an overview of the services that were provided for that period of time.

MANDATORY TECHNICAL CRITERIA		BIDDER'S INSTRUCTIONS
MT4 INSTRUCTORS & COURSE SYLLABUS		
MT4.1	Cadets Training Syllabus and Schedule	
Syllabus t summarize A. one fr B. maxir 9PM C. a min D. a min i. Tra Wo ii. Tra tha rer E. betwe i. mi or flig ii. Or Air F. delive G. a wee H. maxir Instru I. time f J. reaso	must submit a detailed <i>draft</i> Cadet Flying Training hat meets the following Cadet training constraints ad from the Statement of Work: we day in each week for each Cadet; num of twelve-hour (12) duty days and ending no later than (21:00 hours); imum of 12 hours of Crew Rest; imum of 45 hours of ground school per Cadet; ansport Canada PPAER exam conducted no earlier than eek 4 of the course, and ansport Canada PPAER results will be available no later an Thursday of Week 6 of the course to allow opportunity for medial training and a reattempt of the PPAER, if authorized. een 45 flying hours and 48 hours flying time per Cadet; nimum of 30 hours dual flight training (3.0hrs in a Level Two higher Flight Training Device may be counted towards dual ght training and total flying time), and n a case-by-case basis, account for some cadets receiving additional 3.0hrs dual flight training if approved by the OC r Ops (maximum total of 51.0 hrs). ered within 7 weeks prior to end of August each year; ekly Flight Safety Briefing; num ratio of 4 Cadets to 1 full-time equivalent Flight ctor; or observance of religious duties; nable number of bad weather or low visibility (ex "Fire e") days.	The Bidder must provide the <i>draft</i> Cadet Flying Training Syllabus as part of their Bid. The document may be included as a separate attachment in their Technical Bid. At a minimum, the Bidder should include below references to where the information can be found in their Bid (i.e. page number and section or paragraph). Bid page & section or para. number:

	MANDATORY TECHNICAL CRITERIA	BIDDER'S INSTRUCTIONS
MT4.2	Ground School	
instructors, License an Aeroplane	must provide ground school instruction in-person from who are, at minimum, the holders of a Commercial Pilot d preferably, the holders of a Commercial Pilot License – with a Flight Instructor rating. In addition, the Bidder must ssroom that meets the requirements identified in the SOW	The Bidder should provide the name(s) and qualifications of the instructor(s) with their bid (if known at this time). The Bidder should also include the following certification in their Bid: <i>I</i> , (insert Bidder's name), certify that ground school instruction will be provided by in-person instructors, who are, at minimum, the holders of a Commercial Pilot License and preferably, the holders of a Commercial Pilot License – Aeroplane with a Flight Instructor rating. In addition, the classroom will meet the requirements identified in the SOW para 5.2.
MT5	FLIGHT SAFETY	
MT5.1	Operator Certificate	
The Bidder must have a valid Operator Certificate for the proposed Flight Training Unit (FTU). A copy of the FTU Operator's Certificate should be provided with the Bid.		The Bidder should indicate where, in their Bid, the certificate can be found (i.e. page number and section or paragraph).

	MANDATORY TECHNICAL CRITERIA	BIDDER'S INSTRUCTIONS
MT5.2	Flight Safety Program (Safety Management System)	
MT5.2.1	The Bidder must have a Safety Management System (SMS). The Bidder should provide a Table of Contents of their manual or a link to their website where their manual is found with their Bid.	The Bidder should indicate where, in their Bid, the information can be found (i.e. page number and section or paragraph).
MT5.2.2	The Bidder must have a documented occurrence/incident reporting procedure used at the FTU from initial reporting to investigation to preventative measures. The Bidder should provide the procedure with their Bid.	The Bidder should indicate where, in their Bid, the information can be found (i.e. page number and section or paragraph).
MT5.2.3	The Bidder must have an Emergency/Crash Response Plan that is fully integrated with the Airport Plan and is tested annually. The Bidder should provide a copy of their plan as well as the last date the plan was tested with their Bid.	The Bidder should indicate where, in their Bid, the plan can be found (i.e. page number and section or paragraph), and should include the following certification in their Bid: <i>I, (insert Bidder's name), certify that our written company Crash</i> <i>Response Plan is fully integrated with the Airport Crash and</i> <i>Occurrence Response Plan. The plan was last tested on (insert date).</i>

	MANDATORY TECHNICAL CRITERIA	BIDDER'S INSTRUCTIONS
MT5.3	Airspace - Flight Training Area Description	
Area to be diagram. T routes (inc indicate the summer m	r must provide a simple description of the Flight Training used for Cadet training, including an Airspace map or raining area boundaries must be clearly indicated and the luding air time to transit there) indicated. The Bidder must e overall traffic congestion of the training area during the onths, including a list of other known commercial users ls, commercial operators, crop dusting operations etc).	<ul> <li>The Bidder should indicate where, in their Bid, the following information can be found (i.e. page number and section or paragraph):</li> <li>Simple description of the Flight Training Area to be used for Cadet training;</li> <li>Airspace map or diagram (incl. training area boundaries and routes with air time to transit there);</li> <li>Overall traffic congestion of the training area during the summer months (incl. list of known commercial users); and</li> <li>Names of other commercial users of the training area airspace</li> </ul>
MT5.4	Airport Access	
the access	r must provide the names or airport identifier (e.g. YOW) of ible airports/aerodromes intended for Cadet training or uncontrolled).	The Bidder should provide the following information with their Bid: Airport Name(s) or Identifier(s):
MT5.5	Foreign Object Debris (FOD) Program	
ramp areas safety and	r must have a Foreign Object Debris (FOD) program for s under their control. FOD is a known hazard to aviation it should be prevented and minimized as much as possible. GA-135-001/AA-001 <i>Flight Safety for the Canadian Armed</i> <i>details.</i>	The Bidder should include the following certification in their Bid: <i>I, (insert Bidder's name), certify that we have a Foreign Object Debris</i> <i>(FOD) program for ramp areas under our control.</i>

	MANDATORY TECHNICAL CRITERIA	BIDDER'S INSTRUCTIONS
MT6	AIRCRAFT AND MAINTENANCE	
MT6.1	Aircraft Availability	
MT6.1.1	The Bidder's proposed FTU must have sufficient aircraft available to meet the proposed Student allocation in a ratio of four (4) Students to one (1) Airplane, with one Spare Airplane.	The Bidder should indicate the number of aircraft available at the FTU and include the following certification in their Bid: <i>I, (insert Bidder's name), certify that we have (insert number of aircraft) aircraft available at the proposed FTU for the purposes of the contract and that the ratio of four (4) Students to one (1) Airplane, with one Spare airplane will be met.</i>
MT6.1.2	The Bidder must identify if any aircraft use On Board Recording Devices (such as a Cockpit Voice Recorder, Flight Data Recorder, camera, location tracker or any other device that can record cockpit/ controls/instruments).	The Bidder should provide the following information with their Bid: On Board Recording Devices (provide details):

MANDATORY TECHNICAL CRITERIA	BIDDER'S INSTRUCTIONS
MT6.2 Aircraft Equipment	
<ul> <li>The Bidder's proposed Cadet training aircraft fleet must meet all of the following requirements:</li> <li>A. be of similar type and configuration, i.e. a "harmonized fleet";</li> <li>B. operated on 100LL AVGAS Aviation Fuel only, regardless whether a lower grade fuel certification or Supplemental Type Certificate (STC) exists;</li> <li>C. single engine, non-high performance, land aircraft as defined by TC;</li> <li>D. fixed or retractable landing gear (no amphibious aircraft);</li> <li>E. equipped with Aviation Headsets for both Cadets and flight instructors;</li> <li>F. equipped with functioning push-to-talk microphones;</li> <li>G. equipped with a functioning Mode-C or Mode-S aviation transponder</li> <li>I. equipped with a functioning GPS suitable for VFR use; and</li> <li>J. equipped with a functioning 406 MHz emergency locator transmitter (ELT).</li> </ul>	<ul> <li>The Bidder should include the following certification in their Bid:</li> <li><i>I</i>, (insert Bidder's name), certify that our proposed Cadet training aircraft fleet meets all of the following requirements:</li> <li>A. be of similar type and configuration, i.e. a "harmonized fleet";</li> <li>B. operated on 100LL AVGAS Aviation Fuel only, regardless whether a lower grade fuel certification or Supplemental Type Certificate (STC) exists;</li> <li>C. single engine, non-high performance, land aircraft as defined by TC;</li> <li>D. fixed or retractable landing gear (no amphibious aircraft);</li> <li>E. equipped with Aviation Headsets for both Cadets and instructors;</li> <li>F. equipped with a functioning push-to-talk microphones;</li> <li>G. equipped with a functioning Mode-C or Mode-S aviation transponder;</li> <li>I. equipped with a functioning GPS suitable for VFR use; and</li> <li>J. equipped with a functioning 406 MHz emergency locator transmitter (ELT).</li> </ul>

	MANDATORY TECHNICAL CRITERIA	BIDDER'S INSTRUCTIONS
MT6.3	Aircraft Maintenance	
MT6.3.1	The Bidder's maintenance processes for all proposed Cadet training aircraft must be completed in compliance with all CARs and associated standards including CAR 571, 573 and Standard 673.	The Bidder should include the following certification in their Bid: <i>I</i> , (insert Bidder's name), certify that the maintenance processes for all proposed Cadet training aircraft will be completed in compliance with all CARs and associated standards including CAR 571, 573 and Standard 673.
MT6.3.2	The Bidder's intended Aircraft Maintenance Organization (AMO) must be in compliance with CAR 573.10. The Bidder should provide a copy of the Aircraft Maintenance Organization Certificate for the intended Aircraft Maintenance Organization (AMO) with their Bid.	The Bidder should indicate where, in their Bid, the information can be found (i.e. page number and section or paragraph).
MT6.4	Aircraft Maintenance Manuals	
	's AMO must have up-to-date Aircraft Maintenance Manuals aper or electronic) for the proposed Cadet training aircraft.	The Bidder should include the following certification in their Bid: <i>I</i> , (insert Bidder's name), certify that our AMO has up-to-date Aircraft Maintenance Manuals on hand (paper or electronic) for the proposed Cadet training aircraft.

#### ANNEX "2" TO PART 4 OF THE BID SOLICITATION

# SITE VISIT CHECKLIST

As per section 4.1 of Part 4, Canada will be performing mandatory site visits for all responsive Flight Training Units to validate any or all of the Bidder's Certifications and Technical Bid submission. The Bidder must ensure a DND representative is provided access to the FTU for at least one (1) day. Site visits are expected to occur over a 2-3 week period starting from approximately 48 hrs after date of bid closing.

The following checklist will be used for the purposes of the site visit. Mandatory requirements are highlighted in red, the other criteria will be assessed for information purposes only.

Power Pilot Training Cours	е		For TA Us	se:
Site Visit Checklist	2024		Meets Req'ts	
Flight Training Unit:				
Operating Airfield:				
Inspection Date:				
Inspection Team Leader:				
Inspection Team Member:				
Instructions for Inspection Team: Select "Yes","I "No"). Any items marked "No" should include a c necessary. Please reach out to the Technical Aut	comment in the applicable	e comments box. Phrases liste		

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1. Aircraft and Simulators	Present?
a. Are there sufficient aircraft to meet ratio requirements (max 4 cadets per aircraft + 1 spare) - Owned or Leased?	
b. Are the aircraft of a similar type and configuration - "harmonized fleet" (model number, features, instrument layout)? Single-engine, non- high performance, land aeroplane with fixed or retractable gear (no amphibious aircraft) is the minimum.	
c. Will the aircraft designated for cadet use be operated with 100LL AVGAS, regardless whether a lower grade fuel certification or STC exists? If aircraft are operated with other fuel types, list the details below	
d. Are the aircraft equipped with aviation headsets, functioning PTT systems, a two-way aviation radio, a Mode-C/S Transponder, a VFR suitable GPS, and a 406MHz ELT?	
e. Is a Class 2 or higher Flight Training Device (Simulator) used for cadet training?	
f. Are there OBR devices in the aircraft to be used for training (including CVR, FDR or or other recording capable with line of sight to controls/instruments)? List device type and functionality below, if applicable.	
g. Are there live aircraft tracking systems present on the aircraft (installed or portable type)? If yes, list specifications and whether or not all aircraft are equipped.	
h. Is the overall aircraft condition adequete (consider wear and tear, cleanliness, deferred defects)?	
Overall Aircraft and Simulators	
Comments:	
2. Aircraft Maintenance	Present?
a. Are maintenance processes for all proposed Cadet training aircraft being conducted in compliance with CARs and associated standards	

including CAR 571, 573 and Standard 673? (Service Bulletins, Airworthiness Directives etc)

b. Does the Aircraft Maintenance Organization (AMO) have a Maintenance Policy Manual in accordance with Standard 573.10?

c. Is there evidence of tool control in place?

d. Is the number of maintenance personnel adequate for the size of the fleet?

e. Is the maintenance facility adequete? (consider size, location, parts control, cleanliness)

f. Is there evidence in the logs that independent checks are done correctly?

g. Is there a system for managing and recording defects and deferrals?

h. Are there apprenctices or other unlicensed individuals servicing aircraft?

Overall Aircraft Maintenance

Comments:

3. Operations	Present
a. Is there a full-time manager? Write their name in the comments	
b. Is there a Chief Flight Instructor? Write their name in the comments	
c. Is there a Flight Safety or Aviation Safety Representative? Write their name in the comments	
d. Is the Flight Safety or Aviation Safety Representative a different individual from the full-time manager and/or CFI?	
e. Does the FTU have access to personnel or resources to render the following: services of a Transport Canada Authorized Person for licensing requirements, Aviation Language Proficiency Demonstrations, Issuance of Student Pilot Permits, Delegated Pilot Examiners to conduct PPL-A Flight Tests, and Restricted Operator Certificates with Aeronautical Qualifications	
f. Has the FTU been in operation for at least 36 out of the last 40 months as of 1 May 24? Periods of suspension or cancellation of the FTU Air Operator's certificate are deducted from the total.	
g. Does the FTU have a valid Air Operator Certificate?	
Overall Operations Personnel	
4 Flight Safety	Present
4. Flight Safety	Present
4. Flight Safety a. Is there a Safety Management System in use?	Present
	Present
a. Is there a Safety Management System in use?	Present
<ul> <li>a. Is there a Safety Management System in use?</li> <li>b. Is there a documented occurrence/hazard reporting procedure used? Includes initial reporting to preventative measures implementation.</li> <li>c. Is there a detailed Emergency/Crash Response Plan that is fully integrated with the Airport Plan and is tested annually? Write the date last</li> </ul>	Present
a. Is there a Safety Management System in use? b. Is there a documented occurrence/hazard reporting procedure used? Includes initial reporting to preventative measures implementation. c. Is there a detailed Emergency/Crash Response Plan that is fully integrated with the Airport Plan and is tested annually? Write the date last tested in comments	Presen

f. Is there a first aid kit present? Is it up-to-date? Are staff first aid qualified?

g. Is there an AED present and trained staff to operate it?

h. Are there Crash/Fire/Rescue Services located at the airfield or within 5 minutes away?

i. Does the FTU have a Flight Safety style bulletin board?

**Overall Flight Safety** 

Present?

Comments:

# 5. Airfield and Flying

a. Are there multiple runways?

b. Is there air traffic control located at the primary airfield? Note if there is an FSS in the absence of ATC.

c. Is the air traffic appropriate for PPL student training?

d. Is there access to a variety of airports in the area (controlled, uncontrolled, multiple runways)?

e. are meterological reports available at the primary airfield or within 20NM?

Overall Airfield and Flying

Comments:

6. Ground School	Present?
a. Does the proposed classroom meet the requirements outlined in SOW para	
5.2?	
b. Do/does the ground school instructor(s) meet the following requirements?	
- holder of a CPL at a minimum (CPL-A with FI preferred)	
- conducting training in person	
c. Are there training aids (models, diagrams, whiteboards) available for use?	
d. Is there a documented self-study program?	
e. Is there a written ground school training syllabus provided?	
f. Are there written progress tests during the training?	
g. Are there practice exams designed to prepare students to write the Transport Canada PPAER exam?	

Overall Ground School	
Comments:	
	l
7. Facilities	Present?
a. Does the FTU have Internet and computer availability for the Cadets for weather and flight planning, and Wifi internet access available for Cadets and Supervisory Officers use during training hours for the duration of the training period?	
<b>b.</b> Is there a quiet, climate-controlled, low traffic area for up to four Supervisory Officers to use during training hours for the duration of the training period? There must be table space available, power outlets for computers / printer and Wifi access.	
c. Are there washrooms located near the ground school and training facilities?	
d. Are there sufficient briefing areas for the proposed student load?	
e. Is the facility overall clean and tidy?	
f. Are there snack/drinks available for purchase?	
g. Is the tap water suitable for drinking or is there water available?	
h. Does the Ops/Dispatch area appear to be well run and organized?	
i. Is there an area for cadets to quietly study? This can include the Ground School classroom when not in use.	
Overall Facilities	
Comments:	
	1
8. Language	Present?
a. Is the FTU able to train in English <u>or</u> French? <i>List circumstances below</i>	
b. Is the FTU able to train in English and French?	
Overall Language	
Comments:	

9. Training	Present?
a. Does the FTU have a draft Cadet Training Plan that meets the requirements as follows?	
- one free day in each week for each Air Cadet;	
- maximum of twelve-hour (12) duty days and ending no later than 9PM (21:00 hours);	
- a minimum of 12 hours of Crew Rest;	
- a minimum of 45 hours of ground school per Cadet;	
- Transport Canada PPAER exam conducted no earlier than Week 4 of the course, and	
- Transport Canada PPAER results will be available no later than Thursday of Week 6 of the course to allow opportunity for remedial training	
and	
a reattempt of the PPAER, if authorized.	
- between 45 flying hours and 48 hours flying time per Cadet; - minimum of 30 hours dual flight training (3.0hrs in a Level Two or higher Flight Training Device may be counted towards dual	
flight training and total flying time), and	
- on a case-by-case basis, account for some cadets receiving an additional 3.0hrs dual flight training if approved by the OC Air Ops	
(maximum total of 51.0 hrs for an individual cadet).	
- all training delivered within 7 weeks prior to the end of August each year;	
- a weekly Flight Safety Briefing;	
- time for observance of religious duties; and	
- reasonable number of bad weather or low visibility (ex "Fire Smoke") days.	
b. Is/Are the Flight Training Area(s) proposed by the FTU adequete and do they include the proposed routes and air time to transit there	
(max of 0.2hrs unless enroute activities are planned)? List other concerns or factors surrounding concurrent users, traffic congestion, or other	
factors.	
c. Is the PTR completed using a paper record?	
d. Is the PTR completed using an approved digital alternative? If so, comment if the records are stored locally or on the cloud.	
e. Does the PTR include comments on the overall flight, items to improve, and an action plan?	
f. Are student records reviewed regularly by a senior instructor or the CFI? If yes, how often are they reviewed?	
g. Are the majority of Flight Instructors assigned to the PPTC cadets Class 3 or higher?	
Overall Training	
Comments:	

# ANNEX "1" TO PART 5 OF THE BID SOLICITATION

## FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

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

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.
- OR
- A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

#### OR

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

## ANNEX "C" - INSURANCE REQUIREMENTS

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.

- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - 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.
  - I. 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. 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 and Technical 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 "D" - DND 626 TASK AUTHORIZATION FORM

		AUTORISATION DES TÂCHES	Contract no N° du	contrat
All invoices	progress claims must show	v the reference Contract and Task numbers.		oonnat
		er les numéros du contrat et de la tâche.	Task no. – N° de la tâ	ìche
mendment no. – N°	de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur pré	écédente
⊳–À		TO THE CONTRACTOR		
		You are requested to supply the following services in a reference contract. Only services included in the contra	ccordance with the terms	s of the above
		Please advise the undersigned if the completion date c shall be prepared in accordance with the instructions se	et out in the contract.	progress claims
		Å L'ENTREPRENEUR		
Delivery location – Expédiez à		Vous êtes prié de fournir les services suivants en confo ci-dessus. Seuls les services mentionnés dans le contr	ormité des termes du cor rat doivent être fournis à	ntrat mentionné l'appui de cette
		demande.		
		Prière d'aviser le signataire si la livraison ne peut se fai doivent être établies selon les instructions énoncées da	ire dans les délais presci ans le contrat.	rits. Les facture
livery/Completion d	late – Date de livraison/d'achèvement	Date for the De	epartment of National Defen	ce
ontract item no.		pour le min	nistère de la Défense nation	ale
Nº d'article du contrat		Services		Cost Prix
			GST/HST TPS/TVH	
pecified in the co	intract.	: Contract Authority signature is required when the total value La signature de l'autorité contractante est requise iorsque la	TPS/TVH Total	