

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Cabot Place, Phase II  
Box 4600  
St. John's, NL  
A1C 5T2  
Bid Fax: (709) 772-4603**

## **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> DFO- Arctic Travel Services		
<b>Solicitation No. - N° de l'invitation</b> F6808-110517/A	<b>Date</b> 2012-03-06	
<b>Client Reference No. - N° de référence du client</b> F6808-110517		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XAQ-031-5555		
<b>File No. - N° de dossier</b> XAQ-1-34290 (031)	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-03-21</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Baird, Janice		<b>Buyer Id - Id de l'acheteur</b> xaq031
<b>Telephone No. - N° de téléphone</b> (709) 772-2999 ( )		<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Fisheries and Oceans CCG Marine Superintendent OS- St. John's C/O Supply Depot Southside Road PO Box 5667 St. John's NL A1C 5X1		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

PWGSC / TPGSC - Nfld. Region  
Cabot Place, Phase II, 6th Floor  
Box 4600  
St. John's, NL  
A1C 5T2

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

## **2T-MED1 (2010-01-11) Medium Complexity Bid Solicitation and Resulting Contract Template**

### **TABLE OF CONTENTS**

#### **PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Statement of Requirement
3. Set-aside for Comprehensive Land Claims Agreement(s) Beneficiaries
4. Debriefings

#### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

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

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement

#### **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Contract Award

#### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Statement of Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses

#### **List of Annexes:**

Annex A      Basis of Payment

**PART 1 - GENERAL INFORMATION****1. Security Requirement**

There is no security requirement associated with the requirement.

**2. Requirement****Aircraft Charter - DFO/CCG Crew Changes**

The Canadian Coast Guard, Department of Fisheries and Oceans, St. John's Newfoundland has a requirement for the charter of an aircraft for their crew change of 50 - 76 passengers (approximately) for the following locations and dates:

**Henry Larsen Crew Changes:**

August 1, 2012 St. John's - Thule, Greenland and Return for approximately 60 passengers and 5000 pounds of cargo.

September 12, 2012 St. John's - Resolute and Return for approximately 76 passengers and 5000 pounds of cargo.

**Terry Fox Crew Changes:**

August 2, 2012 St. John's - Resolute and Return for approximately 50 passengers and 5000 pounds of cargo.

September 13, 2012 St. John's - Resolute (or Kugaaruk) and Return for approximately 50 passengers and 5000 pounds of cargo.

**Louis S. St. Laurent Crew Changes:**

August 2, 2012 St. John's - Kugluktuk and Return for approximately 76 passengers and 7000 pounds of cargo.

September 13, 2012 St. John's - Kugluktuk (or Resolute) and Return for approximately 76 passengers and 7000 pounds of cargo.

October 25, 2012 St. John's - Iqauluit and Return for approximately 76 passengers and 7000 pounds of cargo.

**Mandatory Requirements:**

- Fifty (50) lbs of luggage per person to and from destinations;
- Full beverage service and in-flight meals are to be included in the firm price for each flight;
- 5000 - 7000 lbs of cargo for each departure from St. John's to destinations;
- Covered storage for perishables must be provided while waiting for transfer to vessel in crew change location;
- Aircraft must be gravel runway equipped since the vessel program may result in a change to the crew change location;
- As personnel change locations are sometimes subject to change on short notice, service provider must be licensed to transport passengers outside of and back to Canada.

### **3. Set-aside for Comprehensive Land Claims Agreement(s) Beneficiaries**

"This procurement is reserved for beneficiaries of the following Comprehensive Land Claims Agreement(s) (CLCAs) : Nunavut Land Claims Agreement under 24.5.1.

"This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses."

### **4. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **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 Manual issued by Public Works and Government Services Canada.

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

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

### **2. Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **4. Applicable Laws**

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

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

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

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid ( two hard copies)

Section II: Financial Bid ( two hard copies)

Section III: Certifications (one hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5. Also, sign, complete and return the RFP document with your bid.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

The following criteria are mandatory requirements. Supporting documentation must be included with your bid to ensure a complete evaluation. Bids that do not include supporting documentation which clearly shows the criteria is met will be deemed non-responsive and not evaluated further.

#### Mandatory Requirements:

- Provide a company profile and specifically outline past experience in arctic flying;  
MET: yes \_\_\_\_\_ no \_\_\_\_\_
- Provide details on type of aircraft offered, licenses, landing and refueling rights (i.e. appropriate authority to fly out of country to various destinations).  
MET: yes \_\_\_\_\_ no \_\_\_\_\_
- Aircraft must be capable of carrying 5000 - 7000 pounds of cargo to and from destinations.  
MET: yes \_\_\_\_\_ no \_\_\_\_\_
- Fifty (50) lbs of luggage per person to and from destinations; MET: yes \_\_\_\_\_ no \_\_\_\_\_
- Full beverage service and in-flight meals are to be included in the firm price for each flight;  
MET: yes \_\_\_\_\_ no \_\_\_\_\_
- As personnel change locations are sometimes subject to change on short notice, service provider must be licensed to transport passengers outside of and back to Canada.  
MET: yes \_\_\_\_\_ no \_\_\_\_\_
- Aircraft must be gravel runway equipped since the vessel program may result in a change to the crew change location;  
MET: yes \_\_\_\_\_ no \_\_\_\_\_
- Covered storage for perishables must be provided while waiting for transfer to vessel in crew change location.  
MET: yes \_\_\_\_\_ no \_\_\_\_\_
- Provide pricing in the format requested in the Basis of Payment at Annex A.  
MET: yes \_\_\_\_\_ no \_\_\_\_\_

## **1.2 Financial Evaluation**

- Provide pricing in the requested format as per the Basis of Payment at Annex A .

## **2. Basis of Selection**

### **2.1 SACC Manual Clause**

Basis of Selection - Multiple Items (A0272T)

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

**More than one contract may be awarded.**



## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

#### 1.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more (A3030T)

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

Solicitation No. - N° de l'invitation

F6808-110517/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq031

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F6808-110517

XAQ-1-34290

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(b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

## 1.2 Former Public Servant Certification

### Former Public Servant Certification (A3025T)

Contracts with 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 with FPS, bidders must provide the information required below.

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

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

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Bidder must provide the following information:

Solicitation No. - N° de l'invitation

F6808-110517/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq031

Client Ref. No. - N° de réf. du client

F6808-110517

File No. - N° du dossier

XAQ-1-34290

CCC No./N° CCC - FMS No/ N° VME

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

## Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## 1.3 Canadian Content Certification

### Canadian Content Certification (A3065T)

This procurement is conditionally limited to Canadian services.

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

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

The Bidder certifies that:

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

### 1.3.1 SACC Manual clause

A3050T (2010-01-11) Canadian Content Definition

## 1.4 Education and Experience

### SACC Manual clause

A3010T (2010-08-16) Education and Experience

## 1.5 Workers Compensation

Workers Compensation Certification- Letter of Good Standing (A0285T)

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## 1.6 Insurance Requirements

Insurance Requirements (G1001C)

The Contractor must comply with the insurance requirements specified below. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 1.6.1 Aircraft Charter Insurance

Aircraft Charter Insurance (G4001C)

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

(a) liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;

(b) in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:

(i) \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);

(ii) \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,

(iii) \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8, 65 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.

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

3. The Contractor's insurance must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

(b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

(c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.

(e) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

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

Solicitation No. - N° de l'invitation

F6808-110517/A

Amd. No. - N° de la modif.

File No. - N° du dossier

XAQ-1-34290

Buyer ID - Id de l'acheteur

xaq031

Client Ref. No. - N° de réf. du client

F6808-110517

CCC No./N° CCC - FMS No/ N° VME

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## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

Requirement (B4008C)

The Contractor must provide the items detailed under the "Requirement".

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Manual issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010C (2010-08-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

Period of the Contract (A9022C)

The Work is to be performed during the period of \_\_\_\_\_ to \_\_\_\_\_.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Janice Baird, Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
The John Cabot Building, 10 Barter's Hill  
P.O. Box 4600  
St. John's, NL A1C 5T2

Telephone: 709-772-2999  
Facsimile: 709-772-4603  
E-mail address: janice.baird@pwgsc.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.

## 5.2 Technical Authority

Technical Authority (A1030C)

The Technical Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_.

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

Contracting Authority.

## 5.3 Contractor's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_.

## 6. Payment

### 6.1 Basis of Payment

Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s) (C0207C)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a \_\_\_\_\_ (insert "firm price" OR "firm unit price(s)" OR "firm lot price(s)", as specified in the contract OR in Annex \_\_\_\_\_) for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are \_\_\_\_\_ (insert "included", "excluded" or "subject to exemption") and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Solicitation No. - N° de l'invitation

F6808-110517/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq031

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F6808-110517

XAQ-1-34290

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Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 6.2 Limitation of Price

SACC Manual clause

A9117C (2007-11-30) T1204 - Direct Request by Customer Department  
H1000C (2008-05-12) Single Payment

## 7. Invoicing Instructions

Invoicing - Air Charter (H3018C)

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Each invoice must show:

- (a) all applicable information as detailed under the section entitled "Invoice Submission" of the general conditions;
- (b) the total amount payable based on the Basis of Payment;
- (c) the name and address of the client department as shown on the call-up;
- (d) all direct expenses, supported by a copy of invoice

2. Each original invoice for flying must be supported by charter tickets signed by the Charterer after each flight, showing that the service covered by the invoice has been completed in accordance with the Contract.

3. The original and one (1) copy of the invoice must be forwarded to the consignee for certification and payment.

## 8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 8.2 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

## 9. Applicable Laws

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

## 10. 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) 2010C (2012-03-02);
- (c) Requirement;
- (d) 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)*)

## 11. SACC Manual Clauses

### Insurance Requirements (G1001C)

The Contractor must comply with the insurance requirements specified below. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### Aircraft Charter Insurance (G4001C)

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

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

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

3. The Contractor's insurance must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

(b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

(c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.

(e) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:  
 Senior General Counsel,  
 Civil Litigation Section,  
 Department of Justice  
 234 Wellington Street, East Tower  
 Ottawa, Ontario K1A 0H8

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

A9068C (2010-01-11) Government Site Regulations  
 A1009C (2008-05-12) Work Site Access

Solicitation No. - N° de l'invitation

F6808-110517/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq031

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F6808-110517

XAQ-1-34290

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A0285C	(2007-05-25)	Workers Compensation
D5324C	(2007-11-30)	Inspection
B4028C	(2008-05-12)	Air Charter Conditions
A0038C	(2006-06-16)	Air Transportation
B4030C	(2006-06-16)	Aircrew Requirements - Fixed Wing Aircraft
B4032C	(2006-06-16)	Safety Briefing

## Annex A Basis of Payment

Subject as hereinafter provided, you will be paid the cost reasonably and properly incurred in performance of the work; Harmonized Sales Tax extra and to be shown as a separate item on all claims for payment; in accordance with the following:

**Bidder is to provide a firm all-inclusive price (all costs/fees included) per flight.**

Aircraft Charter - DFO/CCG Crew Changes

The Canadian Coast Guard, Department of Fisheries and Oceans, St. John's Newfoundland has a requirement for the charter of an aircraft for their crew change of 50 - 76 passengers (approximately) for the following locations and dates:

**Henry Larsen Crew Changes:**

August 1, 2012 St. John's - Thule, Greenland and Return for approximately 60 passengers and 5000 pounds of cargo.

\$ \_\_\_\_\_

September 12, 2012 St. John's - Resolute and Return for approximately 76 passengers and 5000 pounds of cargo.

\$ \_\_\_\_\_

**Terry Fox Crew Changes:**

August 2, 2012 St. John's - Resolute and Return for approximately 50 passengers and 5000 pounds of cargo.

\$ \_\_\_\_\_

September 13, 2012 St. John's - Resolute (or Kugaaruk) and Return for approximately 50 passengers and 5000 pounds of cargo.

\$ \_\_\_\_\_

**Louis S. St. Laurent Crew Changes:**

August 2, 2012 St. John's - Kugluktuk and Return for approximately 76 passengers and 7000 pounds of cargo.

\$ \_\_\_\_\_

September 13, 2012 St. John's - Kugluktuk (or Resolute) and Return for approximately 76 passengers and 7000 pounds of cargo.

\$ \_\_\_\_\_

October 25, 2012 St. John's - Iqauluit and Return for approximately 76 passengers and 7000 pounds of cargo.

\$ \_\_\_\_\_

**Direct Charges:**

If required, deicing and after hour call-out fees are to be invoiced at actual laid down cost, supported by invoices.