

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St./11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau**  
**Québec**  
**K1A 0S5**  
**Bid Fax: (819) 997-9776**

**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> HELICOPTER CHARTER SERVICES	
<b>Solicitation No. - N° de l'invitation</b> 23239-130580/A	<b>Date</b> 2013-03-08
<b>Client Reference No. - N° de référence du client</b> 23239-130580	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZL-105-25555	
<b>File No. - N° de dossier</b> 105zL.23239-130580	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-03-26</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ruest, Stéfan	<b>Buyer Id - Id de l'acheteur</b> 105zL
<b>Telephone No. - N° de téléphone</b> (819) 956-5848 ( )	<b>FAX No. - N° de FAX</b> (819) 997-2229
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATURAL RESOURCES . RESOLUTE BAY Northwest Territories X0A0V0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

<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 (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>

**Issuing Office - Bureau de distribution**  
Special Projects/Projets Spéciaux  
11 Laurier St./11, rue Laurier  
Place du Portage/, Phase III  
Floor 10C1/Étage 10C1  
Gatineau  
Québec  
K1A 0S5

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## PART 1 - GENERAL INFORMATION

### 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications 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 Attachments include the Pricing Schedule, Technical Criteria and Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Basis of Payment and Insurance Requirements.

### 2. Summary

To provide the Charterer with helicopter services of three helicopters "as and when" required, including pilots, crew and maintenance services. The helicopters will be used to provide support for Polar Continental Shelf Program's (PCSP) science researchers in western Arctic. The helicopters will be staged primarily but not limited to the community of Inuvik, NT.

The point of hire and the point of release will be Inuvik, Northwest Territories. The primary base of operations will be Inuvik, Northwest Territories. One helicopter will be required to position and work from Cambridge Bay, Nunavut in June, July and August.

In addition to the above base's of operation i.e. Inuvik and Cambridge Bay, the helicopter's will be required to operate from remote field locations (research field sites) including but not limited to: the Mackenzie Delta; Queen Maud Gulf; Banks Island; Herschel Island; and Victoria Island.

The period of the Contract is from date of Contract to March 31, 2014 inclusive.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods 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.

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This procurement is subject to the following Comprehensive Land Claim Agreements:

- a) Nunavut Land Claims Agreement;
- b) Inuvialuit Final Agreement; and
- c) Gwich'in Comprehensive Land Claims Agreement.

### **3. Debriefings**

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## **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 Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-11-19), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) calendar 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. Bids transmitted to PWGSC by electronic mail will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### **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 Ontario, Canada.

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

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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 (4 hard copies);

Section II: Financial Bid (2 hard copies); and

Section III: Certifications of Part 5 (2 hard copies).

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; and
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html> ).

To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

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

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

Attachment 1 to Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

#### Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing



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schedule detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.

- 1.2 Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
- 1.3 When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.
- 1.4 Bidders should include the following information in their financial bid:
  - a) Their legal name;
  - b) Their Procurement Business Number (PBN); and
  - c) The name of the contact person (including this person's mailing address, phone and facsimile numbers and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to:
    - i) their bid; and
    - ii) any contract that may result from their bid.

### Section III: Certifications

In Section III, Bidders should include the certifications required under Part 5.

## ATTACHMENT 1 to PART 3 PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The firm all inclusive hourly flying rate include the cost of lubricants.

The Contractor will supply the fuel, with reimbursement as per Annex B - Basis of Payment.

### A - Travel and Living Expenses – When Stationed at Base of Operation(s)

When the Contractor's personnel are stationed at the Base of Operation(s) as stated in Annex A - Statement of Work, article 3, the Contractor must:

- a) be responsible for the provision and cost of all ground transportation, accommodations and meals.

Note:

- 1) The above includes the Contract period in addition to any recall or extension periods inclusively.

### B - Travel and Living Expenses – When Stationed Away from Base of Operation(s)

When the Contractor's personnel are stationed away from the Base of Operation(s) as stated in Annex A - Statement of Work, article 3, the Contractor must:

- a) be responsible for the provision and cost of all ground transportation, accommodations and meals that are not provided by the Charterer.

Note:

- 1) The above includes the Contract period in addition to any recall or extension periods.
- 2) The cost of the above can be submitted to the Charterer for payment as per Annex B - Basis of Payment.
- 3) An exception to # 2 above would be when the Contractors personnel are away from the Base of Operation(s) and working from a camp where meals are provided to the aircrew along with accommodations. In such a case there will be no reimbursement allowed.
- 4) All expenses will require documentation and back-up for these claims. These invoices will be identified by schedule number and aircraft registration along with date and crew names for concurrence with PCSP.

Note:

See Annex B - Basis of Payment for Estimated Reimbursable Accommodation.

**1. Contract Period (Date of Contract to March 31, 2014 inclusive)**

Table 1						
A	B	C	D	E	F	G
Item #	Aircraft Type	Operational Time Frame	Minimum Flying Hours	Estimated Utilization Hours	All Inclusive Firm Rate per Flying Hour	Evaluated Price = (E*F)
1	Bell 206 L (R) skids / fixed floats	April 22 to September 26	100	125	\$	\$
2	Bell 206 L (R) skids / fixed floats	June 5 to September 4	100	125	\$	\$
3	Astar 350 BA skids	April 17 to August 23	42	75	\$	\$
Total Evaluated Price =						\$

**2. Option Period 1 (April 1, 2014 to March 31, 2015 inclusive)**

Table 2						
A	B	C	D	E	F	G
Item #	Aircraft Type	Operational Time Frame	Minimum Flying Hours	Estimated Utilization Hours	All Inclusive Firm Rate per Flying Hour	Evaluated Price = (E*F)
1	Bell 206 L (R) skids / fixed floats	April 22 to September 26	80	100	\$	\$
2	Bell 206 L (R) skids / fixed floats	June 5 to September 4	80	100	\$	\$
3	Astar 350 BA skids	April 17 to August 23	50	75	\$	\$
Total Evaluated Price =						\$

**3. Option Period 2 (April 1, 2015 to March 31, 2016 inclusive)**

Table 3						
A	B	C	D	E	F	G
Item #	Aircraft Type	Operational Time Frame	Minimum Flying Hours	Estimated Utilization Hours	All Inclusive Firm Rate per Flying Hour	Evaluated Price = (E*F)
1	Bell 206 L (R) skids / fixed floats	April 22 to September 26	80	100	\$	\$
2	Bell 206 L (R) skids / fixed floats	June 5 to September 4	80	100	\$	\$
3	Astar 350 BA skids	April 17 to August 23	50	75	\$	\$
Total Evaluated Price =						\$

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#### 4. Summary

Table 4	
Total Evaluated Price (sum of Table 1 to Table 3 inclusive) =	\$
GST/HST as applicable =	\$

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## **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.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4.

#### **1.2 Financial Evaluation**

- 1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 1.2.2 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

### **2. Basis of Selection**

#### **2.1 Basis of Selection - Lowest Evaluated Price**

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA

### 1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria		
MT1 - Aircraft Equipment		
Number	Mandatory Technical Criterion	Bid Preparation Instructions
MT1.1	The Bidder must identify the proposed helicopter, in addition to demonstrating the proposed helicopter meets the specifications identified in section 7.1 - Helicopter Type, in Annex A - Statement of Work.	The Bidder must submit the proposed helicopters Mark i.e. common name and model number, in addition to a detailed description of the proposed helicopter.

Mandatory Technical Criteria		
MT2 - Pilot Experience		
Number	Mandatory Technical Criterion	Bid Preparation Instructions
MT2.1	Proposed pilot(s) must have a minimum of 2000 hours experience, up to and including the bid closing date, as Pilot-in-Command helicopter flight time.	The Bidder must submit a detailed description of its proposed pilot(s) relevant experience.
MT2.2	Proposed pilot(s) must have a minimum of 500 hours experience as Pilot-in-Command flight time on the helicopter class, and 200 hours experience as Pilot-in-Command on helicopter type, in the last twelve months up to and including the bid closing date.	The Bidder must submit a detailed description of its proposed pilot(s) relevant experience.



MT2 - Pilot Experience		
Number	Mandatory Technical Criterion	Bid Preparation Instructions
MT2.3	Proposed pilot(s) must have a minimum of two years experience, up to and including the bid closing date, working in the Arctic.	The Bidder must submit a detailed description of its proposed pilot(s) relevant experience.
MT2.4	Proposed pilot(s) must have a minimum of 250 hours experience, up to and including the bid closing date, as Pilot-in-Command helicopter flight time while performing vertical reference work i.e. long lining, slinging.	The Bidder must submit a detailed description of its proposed pilot(s) relevant experience.

## 2. Additional Criteria

Bidders are requested to demonstrate if and how one or more of the following desirable bid evaluation criteria will be met:

- a) The existence of head offices, administrative offices or other facilities in the Nunavut, Settlement Area.
- b) The employment of Inuit labour, engagement of Inuit professional services, or use of Inuit firms that can act as sub-contractors in assisting with the carrying out of the work under the contract; or
- c) The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

where:

"Inuit" is as defined in Article 1 of the NLCA;

"Inuit firms" under the Nunavut Land Claims Agreement can be found on the Inuit Firm Registry at: <http://www.inuitfirm.com/public/index.html>

- 2.1 For evaluation purposes, for each of the above bid evaluation criteria met by a bidder, one percent will be deducted from that bidder's bid price, up to a maximum of three percent for meeting all three of the above criteria.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested. Bidders should provide the required certifications and related documentation in Section III of their bid.

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, to provide the related documentation 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

#### 1.1 Code of Conduct Certifications - Related Documentation

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provides properly completed and signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

#### 1.2 Additional Certifications Precedent to Contract Award

The certifications included in Attachment 1 to Part 5, Certifications Precedent to Contract Award, 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

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with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## ATTACHMENT 1 to PART 5 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

### 1. Federal Contractors Program

#### 1.1 Federal Contractors Program - \$200,000 or more

1.1.1 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 is subject to the FCP or, if the Bidder is a joint venture and if any of the members of the joint venture is subject to the FCP, evidence of the commitment made by the Bidder or by each member of the joint venture who is subject to the FCP must be provided by the Bidder before the award of any contract resulting from the bid solicitation.

1.1.2 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.

1.1.3 The Bidder or, if the Bidder is a joint venture, any of the members of the joint venture who 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 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.

1.1.4 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 permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more in Canada;
- 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 permanent full-time, permanent part-time 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, has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

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

## 1.2 Former Public Servants Certification

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 spending 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 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:

- a) name of former public servant; and
- 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; and
- 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 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**

##### **1.3.1 SACC Manual clause A3050T, Canadian Content Definition**

##### **1.3.2 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

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

#### **1.4 License and Certificates**

The Bidder, or that of the company operating the aircraft, must submit a copy of their Air Operator Certificate.

The Bidder must submit a copy of their Domestic License and Insurance Certificate. In the case of a Joint Venture involving more than one Carrier, all members of the Joint Venture must supply copies of their Certificate, License and Insurance.

#### **1.5 Pilot License and Aircraft Maintenance Engineers Licenses**

The Bidder must submit a valid copy of the helicopter license and the related endorsements, for the proposed pilot(s).

The Bidder must submit a valid copy of the related Aircraft Maintenance Engineer license and the related endorsements, for the proposed Aircraft Maintenance Engineer(s).

#### **1.6 Possession and Acquisition License**

The Bidder must submit a valid copy of the Possession and Acquisition license for the proposed pilot(s).

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## **PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Financial Capability**

A9033T (2012-07-16), Financial Capability

### **2. Insurance Requirements**

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

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

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

#### 1.1 Minimum Work Guarantee

#### 1.2 "Maximum Contract Value" means the amount specified in the Limitation of Expenditure clause set out in this Contract.

#### 1.3 "Minimum Contract Value" is as per Annex B - Basis of Payment, article 1 - Firm All Inclusive Hourly Flying Rate, Table 1.

#### 1.4 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 1.5 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

#### 1.5 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 cost of the Work requested, performed by the Contractor and accepted by Canada.

#### 1.6 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

2035 (2012-11-19), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2014 inclusive.



### 3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods 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 thirty (30) 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.

### 3.3 Option to Extend - Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 30 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 60 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

### 3.4 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## 4. Authorities

### 4.1 Contracting Authority

The Contracting Authority for the Contract is:

Stefan Ruest  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Professional Services Procurement Division  
11 Laurier Street  
Gatineau, Québec K1A 0S5

Telephone: 819-956-5848  
Facsimile: 819-956-2675  
E-mail address: stefan.ruest@tpsgc-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.

#### 4.2 Technical Authority

*(The Technical Authority will be identified at Contract award)*

The Project 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 Project Authority; however, the Project 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.

#### 4.3 Contractor's Representative

*(The Contractor's representative will be identified at Contract award)*

### 5. Payment

#### 5.1 Basis of Payment

#### 5.2 Limitation of Expenditures

For the Work described in the Statement of Work in Annex A the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*amount inserted at contract award*). Customs duty are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### 5.3 Canada's Total Liability

5.3.1 For the Work described in the Statement of Work in Annex A Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_. (*amount inserted at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

5.3.2 No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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 contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- 5.3.3 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.

#### 5.4 Method of Payment

H1008C (2008-05-12), Monthly Payments

#### 5.5 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

#### 5.6 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

### 6. Invoicing Instructions

#### 6.1 Invoice Submission

- a) 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.
- b) in addition, each invoice must be supported by certified flight reports covering all charges for hours flown or other expenditures.

#### 6.2 Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority.

### 7. Certifications

- 7.1 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.

#### 7.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

## 8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*inserted at contract award*) Canada.

## 9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2012-11-19) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements; and
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert at time of contract award*).

## 10. Insurance 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. 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.

## 11. SACC Manual Clauses

A0038C (2006-06-16), Air Transportation  
 B4032C (2006-06-16), Safety Briefing  
 B4028C (2008-05-12), Air Charter Conditions

## ANNEX A STATEMENT OF WORK

### 1. Title

Helicopter Charter Services for the Polar Continental Shelf Program - Western Arctic: Bell 206L(R) and Astar 350 BA, helicopter support.

### 2. Background

To provide the Charterer with helicopter services of three helicopters "as and when" required, including pilots, crew and maintenance services. The helicopters will be used to provide support for Polar Continental Shelf Program's (PCSP) science researchers in western Arctic. The helicopters will be staged primarily but not limited to the community of Inuvik, NT.

### 3. Base of Operations

The point of hire and the point of release will be Inuvik, Northwest Territories. The primary base of operations will be Inuvik, Northwest Territories. One helicopter will be required to position and work from Cambridge Bay, Nunavut in June, July and August.

In addition to the above base's of operation i.e. Inuvik and Cambridge Bay, the helicopter's will be required to operate from remote field locations (research field sites) including but not limited to: the Mackenzie Delta; Queen Maud Gulf; Banks Island; Herschel Island; and Victoria Island.

### 4. Scope of Requirement

The helicopters will be used to:

- a) carry equipment, researchers and support gear to remote locations;
- b) aid in the performance of surveys;
- c) aid in the servicing of equipment;
- d) aid in the deployment of research equipment;
- e) aid in the provision of slinging camp equipment and gear;
- f) sling fuel drums and empty drums;
- g) work with Canadian Wildlife Services to capture birds; and
- h) provide Search and Rescue support e.g. if/when PCSP is called upon to provide such support.

### 5. Aircrew Requirements

#### 5.1 Pilot Requirements

The Contractor must provide pilots that:

- a) have a valid helicopter license and the related endorsement for the proposed helicopter;
- b) have a minimum of 2000 hours Pilot-in-Command (PIC) helicopter flight time;

- c) have a minimum of 500 hours (PIC) time of the aircraft class and 200 hours (PIC) on the aircraft type in the last twelve months up to and including the bid closing date;
- d) have a minimum of two years Arctic experience, with a minimum of 250 hours (PIC) with vertical reference work i.e. long lining, slinging; and
- e) have a valid Possession and Acquisition Licence.

## 5.2 Aircraft Maintenance Engineers

The Contractor must provide Aircraft Maintenance Engineers that:

- a) have a valid Aircraft Maintenance Engineer's licence for the proposed helicopter's.

## 5.3 Pilot and Engineer Crew Manifest

The Contractor must:

- a) ensure qualification and documentation is forwarded to the receiving Charterer a minimum of 5 days prior to the crew's arrival;
- b) ensure that if it's deemed necessary to replace any personnel i.e. due to timing out, commitments etc., that a minimum 7 day's notice is given;
- c) ensure that replacement personnel meet the requirements of the Contract;
- d) ensure that replacement personnel i.e. as a result of normal crew rotation, are replaced with crew members that meet the requirements of the Contract;
- e) ensure that at any time during the course of operations if the flight crew, the maintenance crew, or both, are considered by the Charterer to be unsatisfactory for safety or other reasons then the related crew will be withdrawn and immediately replaced; and
- f) ensure that the helicopter involved in e) above, is considered unserviceable until a mutually agreeable crew resumes operations.

Note:

- 1) In regards to e) above, if such a situation was to arise, the Charterer will notify the Contractor in writing.

## 6. Replacement of Personnel

The Contractor must:

- a) ensure all personnel assigned to this Contract are in accordance with the mandatory aircrew requirements;
- b) ensure that in the event it becomes necessary to activate back-up or replacement personnel, that prior to authorizing, confirmation in writing must first be obtained from the Charterer;
- c) ensure pilots and engineers have adequate sleeping gear and are prepared to live in base camps or fly camps (tents), if or when required;
- d) ensure all related overnight gear e.g. tent, sleeping bag, toiletries etc. are carried on the helicopter at all times unless otherwise directed by the Charterer i.e. Polar Shelf Operations Managers; and
- e) provide extra crews when duties and flight times exceed limitations in Transport Canada Regulations i.e. Canadian Aviation Regulations 2010-2, Part VII, Division II.

## 7. Helicopter Requirements

## 7.1 Helicopter Type

The Contractor must:

a) Provide two – Bell 206L (R) or equivalent, with the following general specifications:

- i) seating – six passengers + 1 pilot;
- ii) endurance – 2.7 hrs. with 20 minutes reserve;
- iii) internal load gross weight - 4050 pounds (1837.0 kg);
- iv) external load gross weight - 4250 pounds (1927.8 kg); and
- v) average fuel consumption 130 ltr/hr or less.

b) Provide one – ASTAR BA or equivalent, with the following general specifications:

- i) seating – five passengers + 1 pilot;
- ii) endurance – 2.9 hrs. with 20 minute reserve;
- iii) internal load gross weight - 4630 pounds (2100.1 kg);
- iv) external load gross weight - 4988 pounds (2262.5 kg); and
- v) average fuel consumption 175 ltr/hr or less.

Note:

- 1) If the helicopter proposed is different from that which is specified, the Contractor must provide sufficient technical information and specifications to allow the Project Authority to complete the evaluation at their sole discretion, as to the acceptability of the helicopter proposed.

## 7.2 Additional Helicopter Specifications

The Contractor must provide helicopters equipped with:

- a) seats with high back support and shoulder restraint harnesses;
- b) cargo nets (minimum size 4.87m(16ft) x 4.87m(16ft) with lanyards and swivels per machine;
- c) two sets of barrel slings per machine;
- d) one long line with electronic release head per machine;
- e) skid gear, and in the case of the 206L(R)s be supplied with fixed floats upon request on one or both machines;
- f) bear paws as and when requested/required;
- g) highly visible contrasting main and tail rotor markings painted on upper and lower surfaces;
- h) white/red strobe lights visible from all directions;
- i) highly visible markings (paint or decal) on helicopters;
- j) skid mounted basket with quick release;
- k) a portable refuelling pump; and
- l) arctic survival gear including: a 12 gauge shot gun and slugs or 30.06 Calibre rifle for bear protection.

## 7.3 Helicopter Communication Equipment

The Contractor must provide helicopters equipped with:

- a) one VHF / AM radio transmitter-receiver with frequencies 118 MHz to 135.97 MHz inclusive, with 50KHz spacing with guard feature;

- b) one FM transceiver with a frequency range of 150 to 174 MHz with control head provision for 30-pilot programmable, preset simplex and semi-duplex channels hosting a main and guard feature;
- c) the provision for operational capabilities or both radio and hot-mic intercom, through headset/bomb microphones, by both pilot and front seat passenger/co-pilot and or passengers in rear facing seat behind co-pilot;
- d) one intercom, front and all rear seats, with headsets and boom microphones, David Clark, Bose or equivalent; and
- e) one hand held Iridium satellite phone with spare batteries and activated SIM card for emergency communications in remote areas.

**Note:**

- 1) Unserviceable radio equipment and accessories may be considered as rendering the aircraft unserviceable for operational use.

#### 7.4 Helicopter Directional, Safety and Emergency Equipment

The Contractor must provide helicopters equipped with:

- a) one Radio Navigation System; e.g. Non-Directional Beacon (NDB), VHF Omnidirectional Range (VOR), Distance Measuring Equipment (DME), VHF Omnidirectional Range and Tactical Air Navigation (VORTAC);
- b) one GPS system i.e. Trimble Trans Pack or equivalent;
- c) one ELT or Emergency Locator Transmitter;
- d) other standard safety survival gear and emergency equipment as required by Transport Canada Regulations and the Canadian Aircraft Regulations i.e. CAR 602.61; and
- e) Iridium based Flight Following and telephone/intercom system installed compatible with Skytrac /Skyweb systems including with third party authorization for Polar Shelf to flight follow while conducting operations for PCSP.

### 8. Helicopter Maintenance

The Contractor must:

- a) provide helicopter's with engine's that have low enough hours to permit completion of flying each season i.e. before being due for a major component change;
- b) advise the Charterer a minimum of 25 hours in advance of any periodic maintenance requiring the helicopter to be out of service and effecting scheduled operations;
- c) ensure progressive maintenance is carried out during flight crew rest periods; and
- d) ensure the helicopter is kept in complete readiness in accordance with the Charterers requirements.

### 9. Operational Readiness

The Contractor must:

- a) carry out all phases of the work as expeditiously as possible and take precautions to eliminate unnecessary delays;
- b) if/when it notifies the Charterer that a helicopter will be unserviceable for greater than 24 hours, provide a back-up helicopter within 24 hours of notification; and



- c) in the event they are unable to provide a helicopter that meets contract specifications, be liable for all costs incurred by the Charterer in obtaining a helicopter.

**Note:**

- 1) The helicopter will be considered unserviceable during any 24 hour period commencing at 12 o'clock midnight when the helicopter is requested to perform a flight and is not operation or is unavailable. The helicopter will also be considered unserviceable if the Contractor's crew is not available or is not in a condition to safely operate the aircraft. Reasonable daily rest periods and "unsafe flying conditions" are exceptions.
- 2) During any 24 hour period commencing at 12 o'clock midnight when a helicopter is unserviceable the minimum utilization may be reduced by (3) hours at the discretion of the Charterer.

## **10. Inspection**

The Contractor must:

- a) ensure each helicopter is available for inspection prior to the commencement date of any resultant contract;
- b) ensure the following are made available during inspection:
  - i) certificate of registration or lease agreement;
  - ii) current certificate of airworthiness; and
  - iii) journey and technical log book.
- c) ensure each helicopter is made available for inspection e.g. at contractor's base of operations or helicopter location.

## **11. Flight Tickets**

The Contractor must:

- a) ensure that charter tickets are completed on a daily basis when conducting operations for PCSP e.g. pilots responsibility;
- b) ensure the pilot records the duration and purpose of each flight and the name of the passenger(s);
- c) ensure that at the end of each flight or upon return to base from multi-day flight in remote area for the Charterer, the base administration/pilot will scan and forward the flight tickets as expeditiously as possible to the Charterers Operations team in Resolute Bay for concurrence;
- d) ensure that while conducting work for PCSP during the period of this contract, concurrence for charters can only be accepted by an employee of PCSP; and
- e) ensure that any changes to flight schedules bookings for flight operations will only occur upon the express written approval of a Base Manager or the PCSP.

**Note:**

- 1) Flights not authorized by PCSP will not be considered for payment by PCSP.
- 2) PCSP clients will be expect to sign the flight ticket and ensure that their project number is clearly identified on the flight ticket, however concurrence of operations can only be

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authorized by the Charterer.

## **12. Travel and Living Expenses – When Stationed at Base of Operation(s)**

When the Contractor's personnel are stationed at the Base of Operation(s) stated in article 3 above, the Contractor must:

- a) be responsible for the provision and cost of all ground transportation, accommodations and meals.

Note:

- 1) The above includes the Contract period in addition to any recall or extension periods inclusively.

## **13. Travel and Living Expenses – When Stationed Away from Base of Operation(s)**

When the Contractor's personnel are stationed away from the Base of Operation(s) stated in article 3 above, the Contractor must:

- a) be responsible for the provision and cost of all ground transportation, accommodations and meals that are not provided by the Charterer.

Note:

- 1) The above includes the Contract period in addition to any recall or extension periods.
- 2) The cost of the above can be submitted to the Charterer for payment as per Annex B - Basis of Payment.
- 3) An exception to # 2 above would be when the Contractors personnel are away from the Base of Operation(s) and working from a camp where meals are provided to the aircrew along with accommodations. In such a case there will be no reimbursement allowed.
- 4) All expenses will require documentation and back-up for these claims. These invoices will be identified by schedule number and aircraft registration along with date and crew names for concurrence with PCSP.

## **14. Interagency Resource Sharing**

The Charterer may assign the helicopter to perform different services for the benefit of other government agencies in Canada. All services must be performed in accordance with the terms, conditions, specifications and provisions of this contract. Payment of these services will be in accordance with Annex B - Basis of Payment.

- a) for the purposes of dispatch controls, the charterer may designate a qualified representative of the recipient organization as Usage Control during operations with that organization's jurisdiction;
- b) the cost of ferrying the aircraft to and from the location of the support work to be paid for at the firm all inclusive rate per hour specified in Annex B - Basis of Payment; and
- c) the contractor is responsible for ensuring that insurance coverage as stipulated herein is valid for operations across Canada.

## ANNEX B BASIS OF PAYMENT

### A - Contract Period (From date of contract to March 31, 2014).

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

#### 1. Firm All Inclusive Hourly Flying Rate

Table 1				
A	B	C	D	E
Item #	Aircraft Type	Operational Time Frame	Minimum Flying Hours	Firm All Inclusive Hourly Flying Rate
1	Bell 206 L (R) skids / fixed floats	April 22 to September 26	100	\$ (inserted at contract award)
2	Bell 206 L (R) skids / fixed floats	June 5 to September 4	100	\$ (inserted at contract award)
3	Astar 350 BA skids	April 17 to August 23	42	\$ (inserted at contract award)

Note:

- 1) The firm all inclusive hourly flying rate include the cost of lubricants.
- 2) Actual operational time frames are identified in Column C.
- 3) Minimum flying hours are identified in Column D.
- 4) The Contractor will supply the fuel, with reimbursement as per below.

Total Estimated Cost: \$ \_\_\_\_\_ (inserted at contract award).

## 1.1 Early Recall of Services Period

In order to perform related additional work or complete projects the Charterer may, subject to the Contractor's availability request an early recall of services i.e. required before the operational start date's listed in Table 1 above.

For an early recall of services the firm all inclusive hourly flying rate in Table 1 above applies. When required, the request for an early recall of service will be confirmed in writing to the Contractor, by the Charterer. For an early recall of services the Contractor will be guaranteed a minimum of 3 flying hours per day of early recall i.e. each day before the operational start date's listed in Table 1 above.

Example:

- a) Using item # 1 in Table 1 above, if the Contractor receives a written request by the Charterer for an early recall of services i.e. starting on April 20th, then the Charterer would guarantee the Contractor 3 flying hours per day for a total of 6 guaranteed flying hours for the recall period i.e. April 20th to April 21st inclusive.

Note:

- 1) There can only be one recall period i.e. a period that begins before the operational start date's listed in Table 1 above. The recall period would always extend up to and include the day before the operational start date's listed in Table 1 above.

## 1.2 Extension of Services Period(s)

In order to perform related additional work or complete projects the Charterer may, subject to the Contractor's availability, request an extension of services i.e. required after the operational end date's listed in Table 1 above.

For an extension of services, the firm all inclusive hourly flying rate in Table 1 above applies. The request to extend the service will be confirmed in writing to the Contractor, by the Charterer, a minimum of 1 day prior to the end of the operational services date i.e. operational end date's listed in Table 1 above. The extension period(s) will be guaranteed a minimum of 3 flying hours per day, only for the days requested.

Examples:

- a) Using item # 1 in Table 1 above, if on or before September 25th, the Contractor is informed in writing by the Charterer to extend the required services by 2 days, then the extension period request would take the required services out to September 28th. This would be referred to as extension period # 1 i.e. September 27th to September 28th inclusive.
- b) If on or before September 27th, the Contractor is informed in writing by the Charterer to again extend the required services, this time by 3 days, then this extension period request would take the required services out to October 1st. This would be referred to as extension period # 2 i.e. September 29th to October 1st inclusive.
- c) As stated above, for each extension period the Contractor will be guaranteed a minimum of 3 flying hours per day i.e. only for the days requested.

Note:

- 1) While the above examples cover 2 extensions periods, additional extension periods could be

requested.

## 2. Travel and Living Expenses

For the requirements relative to travel described in article "13. When Stationed Away from Base of Operation(s)", of the Statement of Work in Annex A:

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

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

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

Canada will not accept any travel and living expenses for:

- a) any relocation of resources

required to satisfy the terms of the Contract. These expenses are included in the all inclusive fixed time rates specified in article: 1 - Firm All Inclusive Hourly Flying Rate, above.

### 2.1 Estimated Reimbursable Accommodation

Below is an estimate of the number of nights versus the Aircraft Type, where the Contractor might have to provide reimbursable accommodation.

Table 1			
A	B	C	D
Item #	Aircraft Type	Operational Time Frame	Estimated Number of Nights the Contractor Might Have to Provide Reimbursable Accommodation
1	Bell 206 L (R) skids / fixed floats	April 22 to September 26	0
2	Bell 206 L (R) skids / fixed floats	June 5 to September 4	10

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3	Astar 350 BA skids	April 17 to August 23	0
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Total Estimated Cost of Authorized Travel and Living Expenses: \$ \_\_\_\_\_ (inserted at contract award).

### 3. Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 1 - Other Direct Expenses		
A	B	C
Item #	Allowable Categories	Estimated Cost
1	Fuel i.e. supplied by the Contractor.	\$ (to be inserted at award)
2	Flight Operation fees e.g. Airport Fees, NAV Canada Charges, Air Travellers Security Charges and miscellaneous pre-approved expenses.	\$ (to be inserted at award)
3	Satellite telephone call charges i.e. calls made on the Contractors phone by PCSP clients.	\$ (to be inserted at award)

Note:

- 1) In regards to fuel, the Contractor is supplying.

Total Estimated Cost of Other Direct Expenses \$ \_\_\_\_\_ (inserted at contract award).

### 4. Total Estimated Cost

Total Estimated Cost Contract Period: \$ \_\_\_\_\_ (inserted at contract award).

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority,

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and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 5.2 - Limitation of Expenditures, of the Contract.

**B1 - Option to Extend the Term of the Contract.**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**Extended Contract Period (From April 1, 2014 to March 31, 2015).****1. Firm All Inclusive Hourly Flying Rate**

Table 1				
A	B	C	D	E
Item #	Aircraft Type	Operational Time Frame	Minimum Flying Hours	Firm All Inclusive Hourly Flying Rate
1	Bell 206 L (R) skids / fixed floats	April 22 to September 26	80	\$ (inserted at contract award)
2	Bell 206 L (R) skids / fixed floats	June 5 to September 4	80	\$ (inserted at contract award)
3	Astar 350 BA skids	April 17 to August 23	50	\$ (inserted at contract award)

Note:

- 1) The firm all inclusive hourly flying rate include the cost of lubricants.
- 2) Actual operational time frames are identified in Column C.
- 3) Minimum flying hours are identified in Column D.
- 4) The Contractor will supply the fuel, with reimbursement as per below.

Total Estimated Cost: \$ \_\_\_\_\_ (inserted at contract award).



## 1.1 Early Recall of Services Period

In order to perform related additional work or complete projects the Charterer may, subject to the Contractor's availability request an early recall of services i.e. required before the operational start date's listed in Table 1 above.

For an early recall of services the firm all inclusive hourly flying rate in Table 1 above applies. When required, the request for an early recall of service will be confirmed in writing to the Contractor, by the Charterer. For an early recall of services the Contractor will be guaranteed a minimum of 3 flying hours per day of early recall i.e. each day before the operational start date's listed in Table 1 above.

Example:

- a) Using item # 1 in Table 1 above, if the Contractor receives a written request by the Charterer for an early recall of services i.e. starting on April 20th, then the Charterer would guarantee the Contractor 3 flying hours per day for a total of 6 guaranteed flying hours for the recall period i.e. April 20th to April 21st inclusive.

Note:

- 1) There can only be one recall period i.e. a period that begins before the operational start date's listed in Table 1 above. The recall period would always extend up to and include the day before the operational start date's listed in Table 1 above.

## 1.2 Extension of Services Period(s)

In order to perform related additional work or complete projects the Charterer may, subject to the Contractor's availability, request an extension of services i.e. required after the operational end date's listed in Table 1 above.

For an extension of services, the firm all inclusive hourly flying rate in Table 1 above applies. The request to extend the service will be confirmed in writing to the Contractor, by the Charterer, a minimum of 1 day prior to the end of the operational services date i.e. operational end date's listed in Table 1 above. The extension period(s) will be guaranteed a minimum of 3 flying hours per day, only for the days requested.

Examples:

- a) Using item # 1 in Table 1 above, if on or before September 25th, the Contractor is informed in writing by the Charterer to extend the required services by 2 days, then the extension period request would take the required services out to September 28th. This would be referred to as extension period # 1 i.e. September 27th to September 28th inclusive.
- b) If on or before September 27th, the Contractor is informed in writing by the Charterer to again extend the required services, this time by 3 days, then this extension period request would take the required services out to October 1st. This would be referred to as extension period # 2 i.e. September 29th to October 1st inclusive.
- c) As stated above, for each extension period the Contractor will be guaranteed a minimum of 3 flying hours per day i.e. only for the days requested.

Note:

- 1) While the above examples cover 2 extensions periods, additional extension periods could be

requested.

## 2. Travel and Living Expenses

For the requirements relative to travel described in article "13. When Stationed Away from Base of Operation(s)", of the Statement of Work in Annex A:

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

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

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

Canada will not accept any travel and living expenses for:

- a) any relocation of resources

required to satisfy the terms of the Contract. These expenses are included in the all inclusive fixed time rates specified in article: 1 - Firm All Inclusive Hourly Flying Rate, above.

### 2.1 Estimated Reimbursable Accommodation

Below is an estimate of the number of nights versus the Aircraft Type, where the Contractor might have to provide reimbursable accommodation.

Table 1			
A	B	C	D
Item #	Aircraft Type	Operational Time Frame	Estimated Number of Nights the Contractor Might Have to Provide Reimbursable Accommodation
1	Bell 206 L (R) skids / fixed floats	April 22 to September 26	10
2	Bell 206 L (R) skids / fixed floats	June 5 to September 4	10

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3	Astar 350 BA skids	April 17 to August 23	10
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Total Estimated Cost of Authorized Travel and Living Expenses: \$ \_\_\_\_\_ (inserted at contract award).

### 3. Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 1 - Other Direct Expenses		
A	B	C
Item #	Allowable Categories	Estimated Cost
1	Fuel i.e. supplied by the Contractor.	\$ (to be inserted at award)
2	Flight Operation fees e.g. Airport Fees, NAV Canada Charges, Air Travellers Security Charges and miscellaneous pre-approved expenses.	\$ (to be inserted at award)
3	Satellite telephone call charges i.e. calls made on the Contractors phone by PCSP clients.	\$ (to be inserted at award)

Note:

- 1) In regards to fuel, the Contractor is supplying.

Total Estimated Cost of Other Direct Expenses \$ \_\_\_\_\_ (inserted at contract award).

### 4. Total Estimated Cost

Total Estimated Cost Contract Period: \$ \_\_\_\_\_ (inserted at contract award).

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority,

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and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 5.2 - Limitation of Expenditures, of the Contract.

**B2 - Option to Extend the Term of the Contract.**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**Extended Contract Period (From April 1, 2015 to March 31, 2016).****1. Firm All Inclusive Hourly Flying Rate**

Table 1				
A	B	C	D	E
Item #	Aircraft Type	Operational Time Frame	Minimum Flying Hours	Firm All Inclusive Hourly Flying Rate
1	Bell 206 L (R) skids / fixed floats	April 22 to September 26	80	\$ (inserted at contract award)
2	Bell 206 L (R) skids / fixed floats	June 5 to September 4	80	\$ (inserted at contract award)
3	Astar 350 BA skids	April 17 to August 23	50	\$ (inserted at contract award)

**Note:**

- 1) The firm all inclusive hourly flying rate include the cost of lubricants.
- 2) Actual operational time frames are identified in Column C.
- 3) Minimum flying hours are identified in Column D.
- 4) The Contractor will supply the fuel, with reimbursement as per below.

Total Estimated Cost: \$ \_\_\_\_\_ (inserted at contract award).

## 1.1 Early Recall of Services Period

In order to perform related additional work or complete projects the Charterer may, subject to the Contractor's availability request an early recall of services i.e. required before the operational start date's listed in Table 1 above.

For an early recall of services the firm all inclusive hourly flying rate in Table 1 above applies. When required, the request for an early recall of service will be confirmed in writing to the Contractor, by the Charterer. For an early recall of services the Contractor will be guaranteed a minimum of 3 flying hours per day of early recall i.e. each day before the operational start date's listed in Table 1 above.

Example:

- a) Using item # 1 in Table 1 above, if the Contractor receives a written request by the Charterer for an early recall of services i.e. starting on April 20th, then the Charterer would guarantee the Contractor 3 flying hours per day for a total of 6 guaranteed flying hours for the recall period i.e. April 20th to April 21st inclusive.

Note:

- 1) There can only be one recall period i.e. a period that begins before the operational start date's listed in Table 1 above. The recall period would always extend up to and include the day before the operational start date's listed in Table 1 above.

## 1.2 Extension of Services Period(s)

In order to perform related additional work or complete projects the Charterer may, subject to the Contractor's availability, request an extension of services i.e. required after the operational end date's listed in Table 1 above.

For an extension of services, the firm all inclusive hourly flying rate in Table 1 above applies. The request to extend the service will be confirmed in writing to the Contractor, by the Charterer, a minimum of 1 day prior to the end of the operational services date i.e. operational end date's listed in Table 1 above. The extension period(s) will be guaranteed a minimum of 3 flying hours per day, only for the days requested.

Examples:

- a) Using item # 1 in Table 1 above, if on or before September 25th, the Contractor is informed in writing by the Charterer to extend the required services by 2 days, then the extension period request would take the required services out to September 28th. This would be referred to as extension period # 1 i.e. September 27th to September 28th inclusive.
- b) If on or before September 27th, the Contractor is informed in writing by the Charterer to again extend the required services, this time by 3 days, then this extension period request would take the required services out to October 1st. This would be referred to as extension period # 2 i.e. September 29th to October 1st inclusive.
- c) As stated above, for each extension period the Contractor will be guaranteed a minimum of 3 flying hours per day i.e. only for the days requested.

Note:

- 1) While the above examples cover 2 extensions periods, additional extension periods could be

requested.

## 2. Travel and Living Expenses

For the requirements relative to travel described in article "13. When Stationed Away from Base of Operation(s)", of the Statement of Work in Annex A:

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

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

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

Canada will not accept any travel and living expenses for:

- a) any relocation of resources

required to satisfy the terms of the Contract. These expenses are included in the all inclusive fixed time rates specified in article: 1 - Firm All Inclusive Hourly Flying Rate, above.

### 2.1 Estimated Reimbursable Accommodation

Below is an estimate of the number of nights verses the Aircraft Type, where the Contractor might have to provide reimbursable accommodation.

Table 1			
A	B	C	D
Item #	Aircraft Type	Operational Time Frame	Estimated Number of Nights the Contractor Might Have to Provide Reimbursable Accommodation
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2	Bell 206 L (R) skids / fixed floats	June 5 to September 4	10

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3	Astar 350 BA skids	April 17 to August 23	10
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Total Estimated Cost of Authorized Travel and Living Expenses: \$ \_\_\_\_\_ (inserted at contract award).

### 3. Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 1 - Other Direct Expenses		
A	B	C
Item #	Allowable Categories	Estimated Cost
1	Fuel i.e. supplied by the Contractor.	\$ (to be inserted at award)
2	Flight Operation fees e.g. Airport Fees, NAV Canada Charges, Air Travellers Security Charges and miscellaneous pre-approved expenses.	\$ (to be inserted at award)
3	Satellite telephone call charges i.e. calls made on the Contractors phone by PCSP clients.	\$ (to be inserted at award)

Note:

- 1) In regards to fuel, the Contractor is supplying.

Total Estimated Cost of Other Direct Expenses \$ \_\_\_\_\_ (inserted at contract award).

### 4. Total Estimated Cost

Total Estimated Cost Contract Period: \$ \_\_\_\_\_ (inserted at contract award).

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority,



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and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 5.2 - Limitation of Expenditures, of the Contract.

## ANNEX C INSURANCE REQUIREMENTS

### 1. Aircraft Charter Insurance

- 1.1 The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
- (a) liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
  - (b) in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
    - (i) \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
    - (ii) \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
    - (iii) \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
- 1.2 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.
- 1.3 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.

## **2. Aviation Liability Insurance**

- 2.1 The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- 2.2 The Aviation Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by 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 policy 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 provisions.
  - (e) Employees and, where applicable, Volunteers must be included as Additional Insured.
  - (f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
  - (g) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
  - (j) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
  - (k) 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.

**3. All Risk in Transit Insurance**

- 3.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$15,000.00 per shipment. Government Property must be insured on Agreed Value (appraisal) basis.
- 3.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 3.3 The All Risk Property in Transit insurance must include the following:
- (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
  - (b) Loss Payee: Canada as its interest appears or as it may direct.
  - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

**4. All Risk Property Insurance**

- 4.1 The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$15,000.00. The Government's Property must be insured on Agreed Value (appraisal) basis.
- 4.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 4.3 The All Risks Property insurance policy must include the following:
- (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at east thirty (30) days written notice of policy cancellation.
  - (b) Loss Payee: Canada as its interest may appear or as it may direct.
  - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

**5. Environmental Impairment Liability Insurance**

- 
- 5.1 The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
- 5.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 5.3 The Contractors Pollution Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by 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 policy cancellation.
  - (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.