

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

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

**REQUEST FOR QUOTATION
DEMANDE DE PRIX**

**Quotation 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.

**Soumission de prix 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Title - Sujet AIRCRAFT CHARTER	
Solicitation No. - N° de l'invitation F1719-120001/A	Date 2012-07-05
Client Reference No. - N° de référence du client F1719-120001	GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-250-5963
File No. - N° de dossier VIC-2-35044 (250)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin	
at - à 02:00 PM	Time Zone - Fuseau horaire
on - le 2012-07-23	Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sole, Mike	Buyer Id - Id de l'acheteur vic250
Telephone No. - N° de téléphone (250)363-8444 ()	FAX No. - N° de FAX (250)363-3344
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS SUPERVISOR LOGISTICS 25 HURON ST VICTORIA British Columbia V8V4V9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Work
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award and Certifications Required with the Bid

PART 6 - RESULTING CONTRACT CLAUSES

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

List of Annexes:

- | | |
|---------|--------------------------|
| Annex A | Statement of Work |
| Annex B | Basis of Payment |
| Annex C | Insurance |
| Annex D | Customer Safety Briefing |

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

There is no security requirement associated with the requirement.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

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.

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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

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

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

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

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

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)
 Section II: Financial Bid (2 hard copies)
 Section III: Certifications (1hard copy)

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

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

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

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) (<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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

See Annex A

1.2 Financial Evaluation

The Bidder must submit its financial bid in accordance with the requirements at Annex B

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

2. Basis of Selection

2.1 Mandatory Technical Criteria only

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

PART 5 - CERTIFICATIONS

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

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

1. Certifications Precedent to Contract Award and Certifications Required with the Bid

Bidders must submit the certifications as provided below:

1.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1.1 Federal Contractors Program - Certification

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

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

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

The Bidder or the member of the joint venture

- a. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

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

1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Solicitation No. - N° de l'invitation

F1719-120001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic250

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

F1719-120001

File No. - N° du dossier

VIC-2-35044

CCC No./N° CCC - FMS No/ N° VME

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

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

The Bidder certifies that:

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

1.2.1.1. SACC Manual clause

A3050T (2010-01-11) Canadian Content Definition

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2012-03-02), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

3.1.1 Cancellation of Flights

Section 24 of general conditions 2010B is amended by adding the following subsection:

4. If the Contractor has submitted to Canada a cancellation policy that is acceptable to Canada, subsection 2 will not apply and the Contractor, as a result of a notice mentioned in subsection 1, will be paid cancellation cost in accordance with the provisions of the Contractor's cancellation policy.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to September 20, 2012 inclusive

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mike Sole
 Title: Supply Specialist
 Public Works and Government Services Canada
 Pacific Region Acquisitions, Victoria

Address: 401-1230 Government St
 Victoria, BC V8W3X4

Telephone: 250-363-8444
 Facsimile: 250-363-0395
 E-mail address: Mike.Sole@pwgsc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

Name: Carl McDonald
 Address: 25 Huron St
 Victoria, BC V8V4V9

Telephone : 250-480-2752
 E-mail address: Carl.McDonald@dfo-mpo.gc.ca

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.

5.3 Contractor's Representative

Contractor is to complete table below and submit with their bid.

Contact for:	Name	Telephone	Email
Contracting issues			
Technical issues			
Invoicing issues			

6. Payment**6.1 Basis of Payment**

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 \$_____ (insert the amount at contract award).

The resulting Contract will not have provisions for deposits or advance payments.

6.2 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department
 C0711C (2008-05-12) Time Verification
 C6000C (2011-05-16) Limitation of Price
 H1001C (2008-05-12) Multiple Payments

7. Invoicing - Air Charter

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

Each invoice must show:

- a. all applicable information as detailed under the section entitled "Invoice Submission" of the general conditions;
- b. the total amount payable based on the Basis of Payment;
- c. the name and address of the client department as shown on the call-up;
- d. the contract number;

- e. all direct expenses, supported by a copy of invoice
2. Each original invoice for flying must be supported by charter tickets signed by the Charterer after each flight, showing that the service covered by the invoice has been completed in accordance with the Contract.
3. The invoice must be distributed as follows:
 - a. the original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract
 - b. a copy must be forwarded to the Contract Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

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

8.2 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2012-03-02), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work ;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance;
- (f) the Contractor's bid dated _____(insert at contract award)

11. 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.

Solicitation No. - N° de l'invitation

F1719-120001/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-2-35044

Buyer ID - Id de l'acheteur

vic250

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

F1719-120001

CCC No./N° CCC - FMS No/ N° VME

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.

12. SACC Manual Clauses

A0038C	2006-06-16	Air Transportation
B4028C	2008-05-12	Air Charter Conditions
B4030C	2006-06-16	Aircrew Requirements - Fixed Wing Aircraft
B4032C	2006-06-16	Safety Briefing
D3014C	2007-11-30	Transportation of Dangerous Goods/Hazardous Products
D5324C	2007-11-30	Inspection

ANNEX A

Canadian Coast Guard
CCGS Sir Wilfrid Laurier
Arctic Crew Change Requirements - 2012

A.1 Statement of Work

Provide an aircraft and crew to effect two (2) Canadian Coast Guard crew changes in the Arctic during the summer of 2012.

Note: The aircraft must be capable of landing and takeoff on gravel runways.

Note: The aircraft must have a payload capacity greater or equal to 23,550 lb.. (10,705 Kg)

Costs shall be all-inclusive of aircraft, equipment, labour, crew travel costs, fuel and oil, in-flight beverages, landing fees, and deicing. All costs associated with repositioning the aircraft and aircrew are included in the firm prices.

The flight will originate and terminate at the Victoria International Airport (YYJ) on the dates indicated below. Please note the crew change dates may be adjusted by one day either side of the dates below, subject to carrier availability.

Departure from Victoria should be around 0800 hours and the ground time at the crew change destination should be at least one hour. This is to ensure adequate handover time is provided for the ship's crews and for moving the crews between the vessel and the aircraft.

The crew size on each leg will not necessarily be the same, but will remain within the limit noted below.

The crew change destination location may change 24 hours before departure from Victoria due to weather, ice conditions, or the operations of the Coast Guard vessel. Crew change destination location will be determined by mutual consent of the carrier and Canadian Coast Guard.

Crew change to be confirmed 24 hours prior to departure.

Crew change date and forecasted location:

Tuesday, August 9, 2011 - Kugluktuk, Tuktoyuktuk or Cambridge Bay

Tuesday, September 20, 2011 - Kugluktuk, Tuktoyuktuk or Cambridge Bay

If the crew change takes place in Kugluktuk or Cambridge Bay, NU, the Nunavut Land Claims Agreement will apply to this procurement. If the crew change takes place in Kugluktuk, NT or Tuktoyuktuk, NT, the Inuvialuit Final Agreement will apply to this procurement.

Number of people per flight up to 45

Note: 5 additional seats (optional) may be required for both crew change dates.

Beverage service is to be included in the firm price for each flight.

Weight requirements:

- Up to 50 people with an allowance for 100 pounds of luggage per person.
- An additional 8,550 pounds of provisions and supplies (only on the flight from Victoria to North); there is considerable less weight on the return flight (no provisions).

Bidders must complete and return this annex with their bid

A.2 MANDATORY TECHNICAL EVALUATION CRITERIA

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria listed below to be given further consideration.

Bidders must submit complete specifications and/or descriptive literature for the services offered with their bid.

Bidders must demonstrate how the services offered meet or exceed each mandatory requirement and provide cross-references to the specification sheets for verification.

Item	Description Mandatory evaluation criteria	Complies	Does not comply	Cross Reference
(a)	a signed proposal (page 1 of the RFP);			
(b)	a copy of the bidder's current Air Operator Certificate (AOC) issued by Transport Canada			
(c)	a copy of the bidder's current Domestic and International (if applicable) Licence issued by the Canadian Transportation Agency;			
(d)	The aircraft supplied must be capable of carrying a minimum 23,550 lbs. (10,705 Kg) 16,500 lbs (7,485 Kg) Payload INCLUDING a minimum of 5036 passengers			
(e)	The aircraft supplied must be capable of landing and take-off on gravel runways.			
(f)	Bidders must complete and return with their bid the "Aircraft Data Sheet" at Section A.3 of this Annex for each type of aircraft proposed for the services requested herein			

Solicitation No. - N° de l'invitation

F1719-120001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic250

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

F1719-120001

File No. - N° du dossier

VIC-2-35044

CCC No./N° CCC - FMS No/ N° VME

Bidders must complete and return this annex with their bid

A.3 AIRCRAFT DATA SHEET

Bidder must complete and return one for each type of aircraft proposed for the aircraft charter services requested herein.

#	Description	
1	Aircraft Model	
2	No. of Passengers	
3	No. of Engines	
4	Payload (Kilograms)	
5	Cruise Speed (km/h)	
6	Estimated Fuel Consumption in liters per kilometre (L/km)	

ANNEX B - BASIS OF PAYMENT

A bid contingent on supplying only a portion of the requirement, will not be considered.

A financial bid must address all requirements listed herein to be declared responsive

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 detailed below:

1. **Evaluation of Price:** The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB Destination, Canadian customs duties, and excise taxes included.
2. **All-inclusive Firm Charter Price:** Bidders must submit all-inclusive prices for each of the three (3) forecasted destination/routes listed below. Firm pricing must include:

All aircraft, equipment, labour, crew travel costs, oil, in flight beverage and snacks, airport landing fees and terminal fees;

 - All costs associated with repositioning the aircraft and aircrew.
 - Base Fuel Costs (See Note 1 below)
3. **Reimbursable expenses: Airport Fee, NavCan Charges, Air Travellers Security Charge and Miscellaneous Charges**
 - Airport Improvement Fee (AIF), if applicable, shall be reimbursed at cost, with no allowance for overhead or profit. In lieu of receipts, the Carrier must provide evidence of the airport charge at the commencement of the charter.

NavCan Charges and Miscellaneous Charges such as ground handling, and deicing (if required), shall be reimbursed at cost, supported by receipts, with no allowance for overhead or profit.

 - Air Travelers Security Charges (ATSC), if applicable, will be paid by the Charterer and collected by the Carrier at listed Airports for the ATSC.
 - Reimbursable expenses are NOT to be included in the Firm Charter Price.
4. **Costs and Tariffs**
 1. Bidders must include all costs/rates associated with this requirement. Any costs/rates not identified in this bid will not be considered.
 2. The National Transportation Agency require that bidders bid in accordance with their tariff filed at their premises, therefore each bidder is responsible for ensuring that its tariff conforms to the terms and conditions as set out herein.
5. **Escalation Conditions**
 1. The net prices quoted herein are subject to revision upwards or downwards to cover changes in costs after contract award in the following elements:
 - (a) Imposition of any new or changes to any existing levies, tariffs or fees of whatsoever nature applicable to any product, authorized, imposed or agreed to after contract award by the Government of Canada or any provincial government or by any Governmental Regulatory Authority.

Bidders must complete and return this annex with their bid

B.1 Base Charter Cost (\$ CDN - EXCLUSIVE OF GST/HST as applicable)

For each of two (2) flights to any of the three (3) specified destinations, on August 07 and September 18, 2012

Destination	Kugluktuk, NU (1)	Cambridge Bay, NU (2)	Tuktoyuktuk, NT (3)
Flight Distance ** (A)			
Firm rate per Km (B)			
Firm charter cost (A x B) = (C)			
Fuel Consumption for designated aircraft (from table A.3, item 6)			
Firm Litres / Km (D)			
Base fuel cost ** (A x D x 1.00) = (E)			
TOTAL Base Charter Cost (C + E) = (F)	(F1)	(F2)	(F3)
TOTAL EVALUATED BID PRICE (F1+F2+F3) = (G)			(G)

Estimated Reimbursable Expenses

Remark: This information is not considered for the evaluation of financial bids, only for the purpose of determining the limitation of expenditure at time of contract award. No expenses shall be reimbursed for items specified in the Firm Charter Price.

Description	Quantity	Unit of Issue	Rate	Extended Estimate
Airport Improvement Fee (AIF)			\$ _____ CDN	\$ _____
NavCan charges			\$ _____ CDN	\$ _____
Ground handling charges			\$ _____ CDN	\$ _____
Deicing (if required)			\$ _____ CDN	\$ _____
Air Travelers Security Charges (ATSC)			\$ _____ CDN	\$ _____
Estimated Total (GST/HST Extra)				\$ _____

Solicitation No. - N° de l'invitation

F1719-120001/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-2-35044

Buyer ID - Id de l'acheteur

vic250

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

F1719-120001

CCC No./N° CCC - FMS No/ N° VME

**** Notes:**

Flight distance is TOTAL kilometers from Victoria, BC (YYJ) to destination, and return to Victoria, BC(YYJ)

Note 1:

i. Base Fuel Costs : shall be calculated as follows:

Quoted Flight Distance (A) multiplied by Quoted Fuel Consumption (D)
multiplied by the Evaluation Fuel Rate of \$1.00/L.

ii. Evaluation Fuel Rate: For the purpose of evaluation, the fuel rate listed below shall be utilized in all calculations.

CDN \$ 1.00/Litre, taxes included.

iii. Fuel Cost Adjustment:

Fuel Surcharge/Discount (if applicable) will be invoiced based on the actual price of the fuel over/under the base fuel rate on the day of the flight and will be supported with copies of the receipt, with no allowance for overhead or profit.

The resulting Contract will have no provisions for deposits or advance payments.

ANNEX C - INSURANCE REQUIREMENTS

Aviation Liability Insurance

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. 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) Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.

(ji) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.

(kj) Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.

(Ik) 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.

Aircraft Charter Insurance

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.

-
2. The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
 3. The Contractor's insurance must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, ut 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 o 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

All Risk in Transit Insurance

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 \$ 250,000 per shipment. Government Property must be insured on Replacement Cost (new) basis.
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. 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 Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

ANNEX D - CUSTOMER SAFETY BRIEFING

The Safety briefing **must** include as a minimum the following:

- (a) Procedures for enplaning and deplaning;
- (b) Location and use of survival equipment and Emergency Locator Transmittor (E.L.T.)
- (c) Location and use of all exits;
- (d) Emergency Procedures;
- (e) Procedures as applicable for flight operations.

SURVIVAL IN EMERGENCY

The survival equipment aboard the aircraft will include a copy of an "EMERGENCY SURVIVAL" publication or equivalent.

CUSTOMER SAFETY BRIEFING CONFIRMATION

This will confirm that _____ of _____ has thoroughly briefed those representatives of _____ in the correct safety procedures to be used at all times when working with or around aircraft.

I, _____ acknowledge that this briefing took place on the day of _____, 20____, at _____ hours (local time) at _____.

Carriers' Representative

Charterer's Representative

NOTE: Please retain this page (duly completed) for your records.