

**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

Title - Sujet AIR CHARTER SERVICES CONTRACT	
Solicitation No. - N° de l'invitation K4E21-120733/A	Date 2013-11-18
Client Reference No. - N° de référence du client K4E21-120733	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZL-100-26588	
File No. - N° de dossier 100zl.K4E21-120733	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-13	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ruest, Stéfan	Buyer Id - Id de l'acheteur 105zl
Telephone No. - N° de téléphone (819) 956-5848 ()	FAX No. - N° de FAX (819) 997-2229
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT MATERIAL MGMT, RM 200 4999-98TH AVE N.W. EDMONTON Alberta T6B2X3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Special Projects/Projets Spéciaux

11 Laurier St./11, rue Laurier

Place du Portage/, Phase III

Floor 10C1/Étage 10C1

Gatineau

Québec

K1A 0S5

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

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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 Financial and Insurance 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, Insurance Requirements, Non-Disclosure Agreement and Task Authorization Form.

2. Summary

This requirement is for "as and when requested" Helicopter Support, out of Fort McMurray, Alberta, Canada, for Oil Sands Environment Monitoring Program. Request for services under the Contract will be via a Task Authorization.

This requirement does not have Security requirements.

The Alberta Oil Sands are a strategic natural resource for Canada, and a key driver of economic development. However, the expansion of oil sands development has led to the need for a better understanding of the potential cumulative environmental effects. The Government of Canada and the Government of Alberta are implementing (phasing in over a 3 year period starting April 2012) an integrated environment monitoring program for the Oil Sands to ensure that this important resource is developed in an environmentally responsible way.

Significant helicopter support out of Fort McMurray, Alberta, is crucial for delivery on the oil sands monitoring program. Many of the monitoring sites are remotely located and only accessible by helicopter. Within Environment Canada, there will be two Branches (Science and Technology, Environmental Stewardship) that will require varying degrees of helicopter support over the course of the monitoring program. Within these two branches, there will mainly be three Directorates (Canadian Wildlife Services,

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Water Science and Technology, and Wildlife and Landscape Science) who will be responsible for planning and utilizing the helicopter support.

Other Environment Canada affiliated researchers, scientists, contractors and other Government Departments may also be required to utilize these flights.

The client department is: Environment Canada, Edmonton, Alberta.

The period of the Contract is from Contract award to March 31, 2015 inclusive.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) 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. 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 Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2013-06-01), 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. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

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 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 Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

If the answer to the question and, as applicable, the information are not submitted in or with 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.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive Yes () No ()

If so, the Bidder must provide the following information:

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

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If the answer to the question and, as applicable, the information are not submitted in or with 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.

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

4. 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.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, 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 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 (3 hard copies);
- Section II: Financial Bid (2 hard copies);
- Section III: Certifications of Part 5 (2 hard copies); and
- Section IV: Additional Information (2 hard copies).

This bid solicitation uses Portable Document Format (PDF) technology. To access the PDF form, bidders must have a PDF reader installed. If bidders do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

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

- a) Bidders must complete their technical bid by using the PDF fillable form in Attachment 1 to Part 3 - Technical Bid.
- b) Bidders should complete the interactive form electronically before printing the document for submission.
- c) Part 4, Evaluation Procedures, contains additional instructions that bidders must consider when preparing their technical bid.

Section II: Financial Bid

- 1. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 2 to Part 3. The total amount of Goods and Services Tax

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(GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.

2. Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.
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.

Section III & IV: Certifications

In Section III & IV of their bid, Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation and Additional Information.

- a) Bidders must complete their Certifications by using the PDF fillable form in Attachment 3 to Part 3 - Certifications and Additional Information.
- b) Bidders should complete the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c) The form must be signed.

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ATTACHMENT 1 TO PART 3 Technical Bid

See attached PDF fillable Form - Attachment 1 to part 3 - technical bid.pdf

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ATTACHMENT 2 TO PART 3

Pricing Schedule

See attached ExcelTM Workbook - Attachment 2 to part 3 - pricing schedule.xls

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ATTACHMENT 3 TO PART 3

Certifications

See attached PDF fillable Form - Attachment 3 to part 3 - certifications.pdf

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 3

1.2 Financial Evaluation

- 1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 2 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 2 to Part 3.

2. Basis of Selection

2.1 Basis of Selection - Lowest Compliant Evaluated Price

To be declared responsive, a bid must:

- (a) Comply with all the requirements of the bid solicitation;
- (b) Meet all the mandatory evaluation criteria.

Bids not meeting (a) or (b) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

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PART 5 - CERTIFICATIONS

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

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

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

Bidders must complete their certifications required under Part 5 by using the Attachment 3 to Part 3.

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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.

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 Task Authorization

1.1.1 Work described at Annex A, Statement of Work, will be performed under the Contract on an "as and when requested basis".

1.1.2 With respect to the Work mentioned under paragraph 1.1.1 of this clause,

a) An obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;

b) The TA Authority and limit will be determined in accordance with paragraph 1.2 of this clause;

c) The Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;

d) The task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A ; and

e) The TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex E, Task Authorization Form. An authorized TA is a completed Annex E signed by the TA Authority.

1.2 TA Authority and Limit

1.2.1 The Project Authority may authorize individual TAs inclusive of any revisions up to a limit of \$_____, Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

1.2.2 The authority specified under paragraph 1.2.1 of this clause is granted subject to the sum specified in the Contract under clause 5.3 Limitation of Expenditure - Cumulative Total of all authorized TAs, not being exceeded.

1.3 TA Process

1.3.1 For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex E Task Authorization Form, containing as a minimum:

-
- a) the task or revised task description of the Work required, including:
 - i) the details of the activities or revised activities to be performed;
 - ii) a description of the deliverables or revised deliverables to be submitted; and
 - iii) a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
 - b) the Contract basis (bases) of payment applicable to the task or revised task; and
 - c) the Contract method(s) of payment applicable to the task or revised task and the associated schedule of milestones.

1.3.2 Within _____ calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

- a) the total estimated cost proposed for performing the task or, as applicable, revised task;
- b) a breakdown of that cost in accordance with Annex B; and
- c) for each resource proposed by the Contractor for the performance of the Work required who is not identified under the Specific Person (s) clause of the Contract:
 - i) the name of the proposed resource; and
 - ii) the resume of the proposed resource.

1.4 TA Authorization

The TA Authority will authorize the TA based on:

- a) the request submitted to the Contractor pursuant to paragraph 1.3.1 above;
- b) the Contractor's response received, submitted pursuant to paragraph 1.3.2 above; and
- c) the agreed total estimated cost for performing the task or, as applicable, revised task.

1.4.1 The TA Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified under paragraph 1.3.2 c) above.

1.4.2 The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

1.5 Minimum Work Guarantee - All the Work - Authorized TAs

1.5.1

"Maximum Contract Value" means the sum specified in Contract clause 5.3, Limitation of Expenditure - Cumulative Total of All Authorized TAs; and "Minimum Contract Value" means 35% of the Maximum Contract Value.

1.5.2

Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.5.3 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 requested in authorized TAs, 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.

1.5.3

In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.

1.5.4

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

1.6 Periodic Usage Reports - Contracts with TAs

1.6.1

The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.

1.6.2

No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs 1.6.3 and 1.6.4 below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

1.6.3

For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- a) the TA number appearing on the TA form;
- b) the date the task was authorized appearing on the TA form;
- c) the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;

-
- d) the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
- i) the TA revision number;
 - ii) the date the revision to the task was authorized;
 - iii) the authorized increase or decrease (Applicable Taxes extra);
 - iv) the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
- e) the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
- f) the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
- g) the total amount of Applicable Taxes invoiced;
- h) the total amount paid, Applicable Taxes included;
- i) the start and completion date of the task (as last revised, as applicable); and
- j) the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

1.6.4

For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- a) the sum (Applicable Taxes extra) specified in clause 5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs of the Contract (as last amended);
- b) the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- c) the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- d) the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
- e) the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

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) (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 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

Solicitation No. - N° de l'invitation
K4E21-120733/A
Client Ref. No. - N° de réf. du client
K4E21-120733

Amd. No. - N° de la modif.
File No. - N° du dossier
105zIK4E21-120733

Buyer ID - Id de l'acheteur
100z1
CCC No./N° CCC - FMS No./N° VME

3. Term of Contract

3.1 Period of the Contract

The period of the Contract is from Contract award to March 31, 2015 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 three (3) 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:

Vincent Landreville
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Project delivery Services Division –ZL

Division des Services de réalisation des projets- ZL
11 Laurier Street
Gatineau, Québec K1A 0S5
Telephone: 819-956-3907
Facsimile: 819-956-2675
E-mail address: vincent.landreville@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 Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Contractor's Representative

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

5. Payment

5.1 Basis of Payment

5.2 TA subject to a Limitation of Expenditures

- 5.2.1 When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment cost elements, in Annex B, to the limitation of expenditure specified in the authorized TA.
- 5.2.2 Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.
- 5.2.3 No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. 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 authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

-
- (a) when it is 75 percent committed, or
 - (b) four (4) months before the final delivery date specified in the authorized TA, or
 - (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,
- whichever comes first.

5.2.4 If the notification is for inadequate authorized TA funds, the Contractor must provide to the TA Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs

5.3.1 Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ _____ (*amount inserted at contract award*). Customs duties are included and the Applicable Taxes are extra.

5.3.2 No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

5.3.3 The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
 - (b) four (4) months before the Contract expiry date, or
 - (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required and requested in all authorized TAs, inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure (contract clause 5.3 , TA subject to a Limitation of Expenditure),
- whichever comes first.

5.3.4 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.4 Method of Payment - Authorized TA

The following method of payment will form part of the authorized TA:

a) Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii) all such documents have been verified by Canada;

iii) the Work performed has been accepted by Canada.

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
C0305C (2008-05-12), Cost Submission

6. Invoicing Instructions

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

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

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 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.3 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 (2013-06-27) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Non-Disclosure Agreement;
- (g) Annex E, Task Authorization Form PWGSC-TPSGC 572; and
- (h) the Contractor's bid dated _____ (*inserted 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 Support, out of Fort McMurray, Alberta, Canada, for Oil Sands Environment Monitoring Program.

2. Objectives

To strengthen environmental monitoring programs for air, water, land and biodiversity in the oil sands region. This will result in improved knowledge of the state of the environment in the oil sands area and an enhanced understanding of cumulative effects and environmental change, including future impacts arising from multiple stressors, which will become more important to understand as development continues.

3. Background

The Alberta Oil Sands are a strategic natural resource for Canada, and a key driver of economic development. However, the expansion of oil sands development has led to the need for a better understanding of the potential cumulative environmental effects. The Government of Canada and the Government of Alberta are implementing (phasing in over a 3 year period starting April 2012) an integrated environment monitoring program for the Oil Sands to ensure that this important resource is developed in an environmentally responsible way.

Significant helicopter support out of Fort McMurray, Alberta, Canada, is crucial for delivery on the oil sands monitoring program. Many of the monitoring sites are remotely located and only accessible by helicopter. Within Environment Canada, there will be two Branches i.e. Science and Technology and Environmental Stewardship, that will require varying degrees of helicopter support over the course of the monitoring program. Within these two branches, there will mainly be three Directorates i.e. Canadian Wildlife Services, Water Science and Technology, and Wildlife and Landscape Science, who will be responsible for planning and utilizing the helicopter support.

Other Environment Canada affiliated researchers, scientists, contractors and other Government Departments may also be required to utilize these flights.

4. Scope

Each flight out of Fort McMurray will normally consist of between 2 and 5 Environment Canada staff, plus field equipment/instrumentation.

During spring and fall monitoring campaigns, there will be times where up to 5 Astar type helicopters will be flying simultaneously – hence, the successful Contractor(s) will be required to have a relatively large fleet to be able to accommodate the requirements of all three Directorates.

Each monitoring element will usually attempt to book the smallest, least expensive aircraft that meets their needs on a given day, in order to stay within their budget – therefore the successful Contractor(s) will be required to have a varied fleet of aircraft to be able to accommodate the requirements of all three Directorates.

The helicopters will often require “baskets” that will increase the capacity of cargo (equipment / instrumentation).

At a minimum one helicopter will occasionally require floats for landing on water.

5. Terminology

Terminology Table	
Term	Acronym
Environment Canada	EC
Canadian Wildlife Services	CWS
Water Science and Technology Directorate	WSTD
Wildlife and Landscape	WLSD
Visual Flight Rule	VFR

6. Aircraft Requirements

6.1 Helicopter Types

The Contractor must:

- a) Provide up to five- Eurocopter AS350-B2 Astar, or equivalent helicopters, with:
 - i) all helicopters having VFR capability;
 - ii) all helicopters having the capability to be equipped with cargo baskets to allow for an increase in cargo capacity; and
- b) Provide one - Bell 206B JetRanger, or equivalent helicopter, with:
 - i) VFR capability.
- c) Provide one - Eurocopter EC120, or equivalent helicopter, with:
 - i) VFR capability.
- d) A minimum of one of the seven helicopters having the capability to be equipped with floats (if/when requested) to allow for landing on water.

Note: If the helicopter proposed is different from that which is specified, the Bidder 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. Tasks and Deliverables

7.1 Water, Science and Technology Directorate Requirements

The peak periods for flights will be during spring (pre and post melt) and fall. During summer, the flight requirements will be less but still substantial. Winter is a relatively quiet period for monitoring activities.

7.1.1 The Contractor must:

- a) Provide suitable aircraft, pilots and any necessary ground crew staff in order to conduct regular monthly flights for water quality monitoring on the Athabasca River mainstem and its tributaries, and in upstream (reference) and downstream (receiving environments) locations;
- b) Provide suitable aircraft, pilots and any necessary ground crew staff in order to conduct daily flights for water quality monitoring at tributary sites in the Lower Athabasca region during intensive spring freshet (snowmelt period) sampling;
- c) Provide on short notice e.g. 1 to 2 weeks notice, suitable aircraft, pilots and any necessary ground crew staff in order to conduct daily flights (sometimes for several weeks at a time) for activities such as fish and benthos sampling, river ice break-up monitoring, sediment quality sampling, acid-sensitive lakes monitoring, groundwater quality and interactions with surface water assessments;
- d) Provide pilots and staff that have knowledge of leased-land (industry), private lands, and First Nations traditional lands in the oil sands development region thus providing the opportunity for discussion between the Contractor and EC about suitable landing locations and any other potential issues;
- e) Review the overview maps i.e. study area and survey areas, and data files containing UTM/modified UTM coordinates of sample sites (Points of Interest) within each survey area prior to each sampling campaign;
- f) Provide suitable, secure, working space available for EC personnel and EC owned gear, equipment, samples including but not limited to:
 - i) Heated indoor floor space for sample pre and post processing. Space must be suitable for:
 - 1) a minimum of 2 tables, approximately 5'x3' in size, for sample pre and post processing;
 - 2) the temporary installation e.g. requiring electrical hookup, of a minimum of one fridge, approximately 30"x32"x72" in size and a minimum of one freezer approximately 30"x32"x72" in size, for short-term sample storage; and
 - 3) a minimum space size of 6'x6'x4' for cooler storage e.g. stacked.
 - ii) In the same location as # 1 above, a heated indoor staging area a minimum of 12'x 20' in size, for staff to organize and prepare field gear;
 - iii) Secured outdoor/yard space that has a minimum lockable doors or gates with "Restricted Entry" signage for:
 - 1) parking of vehicles e.g. primarily pick-up trucks;

- 2) semi-permanent installation of a minimum of 2 trailers e.g. comparable in size to an ATCO trailer, of which will require both electrical and water hookup; and
- 3) easy access to an electrical source for temporary use by a freezer truck during pre-melt snow sampling campaigns.

Note:

- a) Post-processing materials for collected samples may require posting of WHMIS labels. If/when required, these labels will be supplied and applied by EC.
- b) In regards to ii) above, this space is not necessarily "fixed" e.g. it can vary from day to day.

7.1.2 Water, Science and Technology Directorate - Estimated Usage Fiscal Year 2013/2014

Table 1			
A	B	C	D
Month	Eurocopter AS335-B2 Astar (or equivalent) Estimated Hours FY 13/14	Bell 206B JetRanger (or equivalent) Estimated	Eurocopter EC120 (or equivalent) Estimated Hours FY
April	73	17	22
May	101	23	31
June	99	23	31
July	111	26	34
August	117	27	36
September	191	44	59
October	168	39	51
November	5	1	2
December	13	3	4
January	13	3	4
February	13	3	4
March	126	29	39

7.2 Wildlife and Landscape Science Directorate Requirements

The peak periods for flights will be between April and August of each year. Other flights may be required outside of these months.

A crew of up to 3 EC staff will be conducting surveys in remote areas within the Alberta Oil Sands region.

The WLSD monitoring element will share the working and storage space as specified in the WTSD requirement in article 7.1.1 above.

7.2.1 The Contractor must:

- a) Provide suitable aircraft, pilots and technical flight support during each flying day.
- b) Ensure technical flight support includes at a minimum:
 - i) instruction on in addition to ensuring that proper flight safety procedures are adhered to;
 - ii) communications via 2-way hand-held radios between pilot and EC staff members;
 - iii) the ability to navigate to and from sample sites using UTM/modified UTM coordinates as reference locations;
 - iv) the ability to coordinate and access fuel at remote fuel caches required for each flying day; and
 - v) the ability to coordinate, track, and implement multiple pick-ups and drop offs for each EC crew (3 separate pick-ups/drop off per surveyor for both forest crew and wetland crew) in relation to GPS reference points during each flying day.
- c) Review the overview maps i.e. study area and survey areas, and data files containing UTM/modified UTM coordinates of sample sites i.e. Points of Interest, within each survey area prior to the main sampling season e.g. mid-May of each year. This will provide the opportunity for discussion between the Contractor and EC about suitable landing locations and any other potential issues;
- d) If deemed necessary by EC staff, to take part in a pre-flight project meeting in mid-May of each year to discuss any issues regarding the planned sampling locations, landing and fuel cache sites, as well as to develop a communication plan between the pilot and the principal EC investigator/project manager;
- e) Provide support to ensure that the UTM/modified UTM coordinates of sample sites and GPS projection are correctly loaded into aircraft GPS; and
- f) Coordinate and implement pick ups and drop offs for up to 3 independent sampling crews for each flying day as well as to coordinate and access fuel at remote fuel caches i.e. Contractor fuel caches.

7.2.2 Wildlife and Landscape Science Directorate - Estimated Usage Fiscal Year 2013/2014

Table 2			
A	B	C	D
Month	Eurocopter AS335-B2 Astar (or equivalent) Estimated Hours	Bell 206B JetRanger (or equivalent) Estimated Hours	Eurocopter EC120 (or equivalent) Estimated Hours
April	3	2	0
May	11	6	0
June	10	10	0
July	6	0	0
August	2	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
January	0	0	0
February	0	0	0
March	0	0	0

7.3 Canadian Wildlife Service Requirements

The peak periods for flights will be between May and July of each year. Other flights may be required outside of these months.

Two crews of EC staff (forest crew is 4 to 5 surveyors and wetland crew is 3 surveyors) will be conducting surveys in remote areas within a maximum of 120 km radius (N, S, E and W) of Fort McMurray AB. Each crew requires helicopter support in order to meet sampling design requirements of: time specific sampling (4 to 6 hours after sunrise); and multiple drop offs and pick ups for each surveyor in each crew.

7.3.1 The Contractor must:

- a) Provide suitable aircraft, pilots and technical flight support during each flying day.
- b) Ensure technical flight support includes at a minimum:
 - i) instruction on in addition to ensuring that proper flight safety procedures are adhered to;
 - ii) communications via 2-way hand-held radios between pilot and EC staff members;
 - iii) the ability to navigate to and from sample sites using UTM/modified UTM coordinates as reference locations;
 - iv) the ability to co-ordinate and access fuel at remote fuel caches required for each flying day;
 - v) the ability to co-ordinate, track, and implement multiple pick-ups and drop offs for each EC crew (3 separate pick-ups/drop off per surveyor for both forest crew and wetland crew) in relation to GPS reference points during each flying day; and
 - vi) the pilot staying with EC staff in order to facilitate multiple pick-ups/drop-offs during the morning sampling period e.g. approximately 4 to 6 hours.
- c) Review the overview maps i.e. study area and survey areas, and data files containing UTM/modified UTM co-ordinates of sample sites i.e. Points of Interest, within each survey area prior to the main sampling season e.g. mid-May of each year. This will provide the opportunity for discussion between the Contractor and EC about suitable landing locations and any other potential issues;
- d) If deemed necessary by EC staff, to take part in a pre-flight project meeting in mid-May of each year to discuss any issues regarding the planned sampling locations, landing and fuel cache sites, as well as to develop a communication plan between the pilot and the principal EC investigator/project manager;
- e) Provide support to ensure that the UTM/modified UTM co-ordinates of sample sites and GPS projection are correctly loaded into aircraft GPS;
- f) Coordinate and implement pick ups and drop offs for up to 3 independent sampling crews for each flying day as well as to coordinate and access fuel at remote fuel caches i.e. Contractor fuel caches.

7.2.2 Wildlife and Landscape Science Directorate - Estimated Usage Fiscal Year 2013/2014

Table 3			
A	B	C	D
Month	Eurocopter AS335-B2 Astar (or equivalent) Estimated Hours FY 13/14	Bell 206B JetRanger (or equivalent) Estimated Hours FY 13/14	Eurocopter EC120 (or equivalent) Estimated Hours FY
April	0	0	0
May	16	32	0
June	100	96	0
July	16	32	0
August	0	0	0
September	0	0	0
October	0	0	0
November	0	0	0
December	0	0	0
January	0	0	0
February	0	0	0
March	0	0	0

8. Client Support

8.1 Environment Canada (all Directorates) will:

- a) Be responsible for the provision of a Charter Schedule as early in the season as possible;
- b) Be responsible for the provision of a list of passengers and amount of freight/instruments for each flight;
- c) Provide the tables, freezer, fridge, and any other equipment/supplies that will be required for the processing and temporary storage of samples;

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File No. - N° du dossier
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-
- d) Be responsible for the provision and posting of WHMIS labels when/where necessary;
 - e) Provide overview maps (including survey locations), and data files containing UTM/modified UTM coordinates of sample sites within each survey area;
 - f) provide their staff with appropriate safety equipment e.g. helmets, 2 way hand-held radios, PFDs, GPS units, field maps, first aid kits, survival gear, bear deterrents, etc.) as required.

ANNEX B BASIS OF PAYMENT

A. Contract Period (From award to March 31, 2015)

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

1. Minimum Flying Hours

The minimum work guarantee is 35% of the annual Estimated Number of Flying Hours. In regards to flying hours, the Contractor will invoice for actual flying hours, on a monthly basis. If applicable, minimum flying hour shortfalls will be identified on the last monthly invoice e.g. October of each year.

2. Oil/Lubricants/Fuel

The all inclusive firm rate per flying hour includes oil and lubricants but not fuel.

3. Firm All Inclusive Hourly Flying Rate

The Contractor will be paid the following firm all-inclusive hourly flying rate(s):

3.1 All Inclusive Firm Rate per Flying Hour (for year 1 of contract period)

Table 1 (for year 1 of contract period)		
A	B	C
Helicopter Type	Minimum Work Guarantee	All Inclusive Firm Rate per Flying Hour
Eurocopter AS335-B2 Astar (or equivalent)	418 hours	\$ (amount inserted at contract award)
Bell 206B JetRanger (or equivalent)	146 hours	\$ (amount inserted at contract award)
Eurocopter EC120 (or equivalent)	111 hours	\$ (amount inserted at contract award)

3.2 All Inclusive Firm Rate per Flying Hour (for year 2 of contract period)

Table 2 (for year 2 of contract period)		
A	B	C
Helicopter Type	Minimum Work Guarantee	All Inclusive Firm Rate per Flying Hour
Eurocopter AS335-B2 Astar (or equivalent)	418 hours	\$ (amount inserted at contract award)
Bell 206B JetRanger (or equivalent)	146 hours	\$ (amount inserted at contract award)
Eurocopter EC120 (or equivalent)	111 hours	\$ (amount inserted at contract award)

3.3 Total Estimated Cost : \$ _____ (amount inserted at contract award).

4. 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 4		
A	B	C
Item #	Allowable Categories	Estimated Cost
1	Fuel i.e. supplied by the Contractor.	\$ (amount inserted at contract award)

Solicitation No. - N° de l'invitation
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Amd. No. - N° de la modif.
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100z1
CCC No./N° CCC - FMS No./N° VME

4.1 Total Estimated Cost of Other Direct Expenses: \$ _____ (*amount inserted at contract award*).

5. Total Estimated Cost - Contract Period

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, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs, of the Contract.

5.1 Total Estimated Cost - Contract Period: \$ _____ (*amount inserted at contract award*).

B. 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.

B.1 Extended Contract Period (From April 1, 2015 to March 31, 2016)

1. Minimum Flying Hours

The minimum work guarantee is 35% of the annual Estimated Number of Flying Hours. In regards to flying hours, the Contractor will invoice for actual flying hours, on a monthly basis. If applicable, minimum flying hour shortfalls will be identified on the last monthly invoice e.g. October of each year.

2. Oil/Lubricants/Fuel

The all inclusive firm rate per flying hour includes oil and lubricants but not fuel.

3. Firm All Inclusive Hourly Flying Rate

The Contractor will be paid the following firm all-inclusive hourly flying rate(s):

3.1 All Inclusive Firm Rate per Flying Hour

Table 1		
A	B	C
Helicopter Type	Minimum Work Guarantee	All Inclusive Firm Rate per Flying Hour
Eurocopter AS335-B2 Astar (or equivalent)	418 hours	\$ (amount inserted at contract award)
Bell 206B JetRanger (or equivalent)	146 hours	\$ (amount inserted at contract award)
Eurocopter EC120 (or equivalent)	111 hours	\$ (amount inserted at contract award)

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3.2 Total Estimated Cost : \$ _____ (*amount inserted at contract award*).

4. 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 4		
A	B	C
Item #	Allowable Categories	Estimated Cost
1	Fuel i.e. supplied by the Contractor.	\$ (<i>amount inserted at contract award</i>)

4.1 Total Estimated Cost of Other Direct Expenses: \$ _____ (*amount inserted at contract award*).

5. Total Estimated Cost - Contract Period

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, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs, of the Contract.

5.1 Total Estimated Cost - Contract Period: \$ _____ (*amount inserted at contract award*).

B.2 Extended Contract Period (From April 1, 2016 to March 31, 2017)

1. Minimum Flying Hours

The minimum work guarantee is 35% of the annual Estimated Number of Flying Hours. In regards to flying hours, the Contractor will invoice for actual flying hours, on a monthly basis. If applicable, minimum flying hour shortfalls will be identified on the last monthly invoice e.g. October of each year.

2. Oil/Lubricants/Fuel

The all inclusive firm rate per flying hour includes oil and lubricants but not fuel.

3. Firm All Inclusive Hourly Flying Rate

The Contractor will be paid the following firm all-inclusive hourly flying rate(s):

3.1 All Inclusive Firm Rate per Flying Hour

Table 1		
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Helicopter Type	Minimum Work Guarantee	All Inclusive Firm Rate per Flying Hour
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Bell 206B JetRanger (or equivalent)	146 hours	\$ (amount inserted at contract award)
Eurocopter EC120 (or equivalent)	111 hours	\$ (amount inserted at contract award)

3.2 Total Estimated Cost : \$ _____ (amount inserted at contract award).

4. 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 4		
A	B	C
Item #	Allowable Categories	Estimated Cost
1	Fuel i.e. supplied by the Contractor.	\$ (amount inserted at contract award)

4.1 Total Estimated Cost of Other Direct Expenses: \$ _____ (amount inserted at contract award).

5. Total Estimated Cost - Contract Period

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, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs, of the Contract.

5.1 Total Estimated Cost - Contract Period: \$ _____ (amount inserted at contract award).

B.3 Extended Contract Period (From April 1, 2017 to March 31, 2018)

1. Minimum Flying Hours

The minimum work guarantee is 35% of the annual Estimated Number of Flying Hours. In regards to flying hours, the Contractor will invoice for actual flying hours, on a monthly basis. If applicable, minimum flying hour shortfalls will be identified on the last monthly invoice e.g. October of each year.

2. Oil/Lubricants/Fuel

The all inclusive firm rate per flying hour includes oil and lubricants but not fuel.

3. Firm All Inclusive Hourly Flying Rate

The Contractor will be paid the following firm all-inclusive hourly flying rate(s):

3.1 All Inclusive Firm Rate per Flying Hour

Table 1		
A	B	C
Helicopter Type	Minimum Work Guarantee	All Inclusive Firm Rate per Flying Hour
Eurocopter AS335-B2 Astar (or equivalent)	418 hours	\$ (amount inserted at contract award)
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3.2 Total Estimated Cost : \$ _____ (*amount inserted at contract award*).

4. 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 4		
A	B	C
Item #	Allowable Categories	Estimated Cost
1	Fuel i.e. supplied by the Contractor.	\$ (<i>amount inserted at contract award</i>)

4.1 Total Estimated Cost of Other Direct Expenses: \$ _____ (*amount inserted at contract award*).

5. Total Estimated Cost - Contract Period

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, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs, of the Contract.

5.1 Total Estimated Cost - Contract Period: \$ _____ (*amount inserted at contract award*).

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 (7,350 pounds);
 - (ii) \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,350 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 endeavor 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 least 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.

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Amd. No. - N° de la modif.
File No. - N° du dossier
105ziK4E21-120733

Buyer ID - Id de l'acheteur
100z1
CCC No./N° CCC - FMS No./N° VME

ANNEX D NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. K4E21-120733 between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and Environment Canada, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: K4E21-120733.

Signature

Date

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100zl
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ANNEX E TASK AUTHORIZATION FORM

See attached PDF fillable Form – Annexe E PWGSC 572 FORM.pdf

Suppliers can also goto to:

<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/3/35/1/25>



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements

Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat



For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date