

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338

**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 Non-Medevac Air Charter Services	
Solicitation No. - N° de l'invitation H3551-144193/A	Date 2015-03-16
Client Reference No. - N° de référence du client H3551-144193	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-209-9416	
File No. - N° de dossier WPG-4-37147 (209)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-07	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
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: Allard, Ken	Buyer Id - Id de l'acheteur wpg209
Telephone No. - N° de téléphone (204) 983-4920 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF HEALTH STE 300 391 YORK AVE WINNIPEG Manitoba R3C4W1 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

Public Works and Government Services Canada - Western
Region
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

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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Refer to the attached PDF document H3551-144193/A

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work and Appendices, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form and Task Authorization Usage Form; and Signed Task Authorizations, and Safety Briefing requirement.

1.2 Summary

(i) The Scope of Work comprises the Contractor to provide non-medevac air charter services on a monthly schedule for physicians to visit communities and on an "as and when requested" basis to transport approved NIHB clients and escorts, from locations in Northern Saskatchewan to medical facilities in order to receive care.

The Contractor is required to have available sufficient number of aircraft aircraft; (minimum 3 fixed wing; 1 rotary wing) to provide continuous non-medevac services without undue delay. All aircraft must comply with all Acts and Regulations inclusive of but not limited to the Canada Transportation Act, the Aeronautics Act, the Air Transportation Regulations; the Canadian Aviation Regulations Aircraft must be maintain adequate safety and comfort features to make the trip as safe and comfortable as possible.

Pilots must be qualified in accordance with Canadian Air Regulations, Air Taxi or Commuter Operations as appropriate.

(ii) Non-Medevac Air Charter Service is required by Health Canada, First Nations and Inuit Health Branch (FNIHB), Saskatchewan Region under the National Medical Transportation Policy Framework to use the most economical mode of transportation.

(iii) The contract will be for two years, with three (3) optional periods of one year each.

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(iv) as per the Integrity Provisions under section 01 of Standard Instructions [2003](#) and [2004](#), bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.

(v) For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

(vi) This requirement is limited to Canadian goods and/or services.

(vii) This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*."

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

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

(viii) The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#)."

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1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days 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

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual>) 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 (2014-09-25) 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: ninety (120) days

2.2 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.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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.

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;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

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2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (4) hard copies

Section II: Financial Bid (1) hard copies

Section III: Certifications (1) hard copies

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

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

Section II: Financial Bid

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment - Annex B. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point-rated evaluation criteria as detailed in Annex A – Appendix 2 of this bid solicitation.

Part 1: MANDATORY TECHNICAL CRITERIA (M)

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by Bidders to meet any of the mandatory requirements will render the Bidder's proposal non-responsive. Bidders must submit completed **Appendix 3 - Aircraft Fleet Data: Air Charter Service**

and

Part 2: POINT RATED CRITERIA (R)

Bids meeting all mandatory criteria (M) will be evaluated on point rated evaluation criteria (R).

4.1.2 Financial Evaluation

Mandatory Financial Evaluation Criteria **Refer to Annex B – Basis of Payment**

4.1.2.1 *SACC Manual* Clause A0220T (2014-06-26) Evaluation of Price

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 120 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 160 points.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1 st	3 rd	2 nd

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Canadian Content Certification

SACC Manual clause A3050T (2010-01-11) Canadian Content Definition.

This procurement is limited to Canadian services.

The Bidder certifies that:

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

5.1.3.2 SACC Manual Clauses

Status and Availability of Resources A3005T (2010-08-16)

Education and Experience A3010T (2010-0816)

5.1.3.3 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in [Annex 9.4](#), Requirements for the Set-aside Program for Aboriginal Business, of the *Supply Manual*.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

 - ii. () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - i. () The Aboriginal business has fewer than six full-time employees.

OR

 - ii. () The Aboriginal business has six or more full-time employees.

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5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.1.3.4 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

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PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

There is no security requirement associated with this requirement.

6.2 Financial Capability

SACC Manual clause A9033T (2012-07-16) Financial Capability

6.3 Insurance Requirements

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

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 SACC Manual Clauses

Air Charter Conditions B4028C (2008-0512)

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex F.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within 48 hours of notice for Doctor's Flights and 24 hours for Client/escort flights of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$__TBD__, Applicable Taxes included, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

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

"Minimum Contract Value" means 10%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default. Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly 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.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period. Data must be submitted on an annual basis to the Contracting Authority.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process.

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;

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- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2. 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.

7.2.1 General Conditions

2035 (2014-09-25) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

The 4008 (2008-12-12), Personal Information), apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from _____ 2015 to _____ 2017 inclusive (*to be inserted at contract award*)

7.3.2 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.

7.3.3 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 two (2) months 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.

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The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 45 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

7.4 Authorities

7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Ken Allard
Supply Specialist
Acquisitions-Winnipeg | Approvisionnement - Winnipeg
Public Works and Government Services Canada
Travaux publics et Services Gouvernementaux Canada
Suite 100 - 167 Lombard Avenue, Winnipeg MB R3B 0T6
Email - ken.allard@pwgsc-tpsgc.gc.ca
Tel/Tél - (204) 983 4920
Fax/Télé - (204) 983 7796

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

7.4.2 Project Authority

The Project Authority for the Contract is: *(to be inserted at contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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 content of the Work under the Contract. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.4.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.5 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act \(PSSA\)](#) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.6. Payment

7.6.1 Basis of Payment – Firm Unit Price(s) – Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid firm unit prices as detailed in the Basis of Payment at Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

7.6.2 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's 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.

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 will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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

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7.6.4 Monthly Payment

Monthly Payment H1008C (2008-05-12)

7.6.5 Discretionary Audit

Discretionary Audit C0705C (2010-01-11)

7.6.6 T1204 Direct Request by Customer Department

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

7.7 Invoicing Instructions

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

7.7.1. Each invoice must be supported by:

- a. a copy of charter flight records to support the time claimed, including overtime sheet;
- b. a copy of the invoices, receipts, vouchers for all direct expenses,
- c. copy of the release document and any other documents as specified in the Contract;

7.7.2. 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 identified under the section entitled "Authorities" of the Contract.

7.8. Certifications

7.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

7.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.8.3 SACC Manual Clauses

Canadian Content Certification A3060C (2008-05-12)
Aboriginal Business Certification A3000C (2011-05-16)

7.9 Applicable Laws

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

7.10 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 supplemental general conditions 4008 Personal Information (2008-12-12)
- (c) the general conditions 2035 (2014-09-25);
- (d) Annex A, Statement of Work; including appendices;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirement;
- (g) Annex D, Federal Contractors Program for Employment Equity - Certification (*if applicable*);
- (h) Annex E, the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated _____

7.11 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.

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

ANNEX A - STATEMENT OF WORK - AIR CHARTER SERVICE (Non-Medevac)

1.1 Scope

Provision of Non-Medevac Air Charter Services to: (1) Transport Clients to Medical Appointments and Treatment Services and (2) Physician Transport to Communities to deliver Medical Services.

1.2 Introduction

Health Canada, First Nations and Inuit Health Branch (FNIHB), Saskatchewan Region requires non-medevac air charter transportation services on an "as and when requested" basis to transport approved Non-Insured Health Benefit (NIHB) clients and, if applicable, escorts, and authorized physicians to/from locations in Northern Saskatchewan. All clients and, if applicable, escorts and authorized medical personnel will be required to receive prior approval for travel by Health Canada.

1.3 Objectives of the Requirement

Through the delivery of the transportation services, (1) eligible clients and escorts will be able to attend NIHB eligible medical appointments and treatment services, and return to their community (2) authorized physicians will be able to travel to Northern Saskatchewan communities to deliver medical services and return to their original point of departure.

1.4 Background and Specific Scope of the Requirement

The need for charter planes is based on the large number of clients from the communities, who are referred in Northern Saskatchewan for medical appointments and/or treatment services. The use of charter air services, as opposed to scheduled flights, is cost effective and meets the requirement under the National NIHB Medical Transportation Policy Framework to use the most economical mode of transportation. The need for charter planes is also for physicians to visit communities, as opposed to transporting large numbers of clients out of the community, is cost effective and meets the requirement under the National NIHB Medical Transportation Policy.

2.0 Requirement

2.1 Aircraft Specifications and Standards

(i) The Contractor is required to have available sufficient number of aircraft, minimum 3 fixed wing; 1 rotary wing to provide Air Charter services with passenger capacity of 3-5 (physician charters), and 7-15 (client/escort charters) to provide continuous air transportation services without undue delay.

(ii) The aircraft provided must be registered aircraft appropriately equipped with serviceable radio, capable of transmitting and receiving on frequencies in use at departure, en route, and destination, and be equipped with an Emergency Locator Receiver (ELT); and have both aircraft with retractable landing gear and float/ski landing equipment, and provide long distance service to the area of service as well as have short take-off and landing capability.

(a) One rotary wing aircraft is required and to be accessible if there is a situation where an airstrip is unavailable (due to closure, accident, etc.).

(b) The Contractor must provide charter confirmation within the times noted at 2.3 (A) and (B)

The contractor is responsible for loss or damages of equipment under its control due to negligence, wear and tear beyond normal controls.

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All aircraft shall be in safe mechanical and operating condition and shall comply with air transport regulations and such aircraft shall be kept clean and have adequate safety and comfort features to make the trip as safe and comfortable as possible.

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

2.2 Aircrew Requirement

The pilot-in-command (fixed wing and rotary) must be qualified in accordance with Canadian Air Regulations, Air Taxi or Commuter Operations as mandated by the Acts Regulations of Canada and flown a minimum of 50 hours in the last 90 days on the aircraft specified in the bid and have an overall minimum of 250 hours as pilot-in-command.

When so requested by the Project Authority, the Contractor must provide documentary proof in the form of an affidavit of such experience.

The Contractor must comply with all laws, rules, requirements and regulations of every governmental authority and agency concerning the provision of air transportation service and will at its own expense make any and all changes or alterations to the provision of the service which may be required at any time by any such present or future law, rule, requirements or regulations and to provide proof of such compliance when necessary.

The contractor must comply with:

- i) de-icing guidelines and regulations as determined by weather conditions.
- ii) obtain landing privileges at respective airports and applicable landing fees are paid.

2.3 Tasks, Activities, Deliverables

The Contractor is required to provide non-medevac air charter transportation services, including all aircraft, aircrew, labour and equipment, on an "as and when requested" basis by an authorized Task Authorization issued and approved by Health Canada to the following communities, but not limited to:

(A) Physician flights @ 5-10 per week: Air Charter Service *(Refer to Appendix 1)*

- a. LaRonge (primary departure); Southend, Wollaston and Stanley Mission (primary destinations);
- b. Passenger Capacity: 3-7
- c. Response to charter request within 48 hours.

(B) Clients/Escorts @ 1-2 per week: Air Charter Service

- a. Stony Rapids (primary departure); Fond du Lac (primary destination); Uranium City, Wollaston and Camsell Portage (secondary destinations)
- b. Passenger Capacity: 7-15
- c. Response to charter request within 24 hours.

The Contractor will provide continuity of service during periods of illness, mechanical failures, vacations and strikes.

When necessary to accommodate medical equipment used by clients, the contractor will secure express ramp services to assist clients with boarding and debarking the plane.

The Contractor must not subcontract the service in whole or part without prior written approval from the Contracting Authority.

2.4 Reporting Requirements

It is the responsibility of the Contractor to facilitate and maintain regular communication with the Project Authority to ensure each flight is on schedule and are progressing well and in accordance with the expectations and regulations of this contract. Communication is defined as all reasonable efforts to inform all parties of the progression of the deliverables, any issues, problems or areas of concern as related to any work under this contract as they arise. Communication may include: phone calls, emails, faxes, mailings, and meeting as determined/required by the Project Authority.

2.5 Project Management Control Procedures

The Project Authority will provide project coordination and contact for departmental input to ensure the successful completion of the Contract. The Project Authority shall be in contact with Contractor on a regular basis during this service as needed identify and resolve matters that require Health Canada assistance.

The Project Authority will:

- Have monthly teleconferences with the Contractor to discuss the status of the Contract
- Monitor expenses against the Contract to ensure funding levels are appropriate

3.0 Health Canada Obligations

Health Canada will provide:

- Airport Fees at cost, with no allowance for overhead or profit. In lieu of receipts the Contractor must provide letter from the Airport Authority detailing airport fees as applicable to the Carrier.
- NavCan fees, with no allowance for overhead or profit.
- Availability of staff when contractor may need to consult
- Provide other assistance or support, as required

3.1 Contractor's Obligations

In addition to the deliverables outlined in Section 2, the contractor will:

- Provide Safety Briefings for all passengers before each flight in accordance with Customer Safety Briefing at Annex D.
- Exercise operational control over aircraft, contents, and crew, and may:
 - a) cancel or terminate a flight, divert or land at an intermediate point when such action is deemed by the Contractor owing to weather conditions or other conditions beyond its control.

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b) substitute an aircraft owing to reasons to unserviceability or conditions beyond its control, furnish another aircraft of the same type, or substitute any other aircraft (of equal or greater capacity) at the rates and charges applicable in Annex B to the original aircraft.

Fulfill services according to procedures for the safe air transportation of passengers.

3.2 Location of Work, Work site and Delivery Point

The work will be completed from/to communities such as but not limited to, Fond du Lac, Stony Rapids, Wollaston, Southend, La Ronge, and Stanley Mission.

All work is to be based in the Province of Saskatchewan.

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

3.3 Language of Work

All communication, both written and orally will be conducted in English.

4.0 Relevant Terms, Acronyms and Glossaries

DAY – means any period of 24 consecutive hours

MONTH - means any period of 30 consecutive days

FLIGHT – means the movement of an aircraft from the point of take-off to the first point of landing.

PRIMARY DEPARTURE – means the location where services offered from which the charges are applicable.

ESCORT - is an individual who has been approved by the NIHB program– following a doctor's or community health professional's request – to accompany the client during the medical travel.

NON-MEDEVAC – a non-emergency air charter for 1) NIHB clients travelling for medical or treatment purposes or 2) authorized physicians travelling to remote communities to deliver medical services

NIHB –Non-Insured Health Benefits

TASK AUTHORIZATION (TA) - A contract with Task Authorizations is a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions including an administrative process involving task authorizations. [PWGSC-TPSGC 572](#) 

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Appendix 1 to ANNEX A: Reference 2.3 (A) Sample Doctor's monthly Flight Service

FEBRUARY 2015 DOCTOR TRIPS						
Date	Trip to:	Doctor:	Trip #	Invoice Ref#	Received	Confirmed
Mon 02	Wollaston					
Tues 03	Stanley					
	Southend					
	Wollaston					
Wed 04	Wollaston					
Thurs 05	Southend					
	Stanley					
Fri 06	Stanley					
Mon 09	Wollaston					
Tues 10	Stanley					
	Southend					
Wed 11	Wollaston					
Thurs 12	Southend					
	Stanley					
Fri 13	Stanley					
Tues 17	Southend					
Wed 18	Wollaston					
	Southend					
Thurs 19	Stanley					
Fri 20	Stanley					
Mon 23	Wollaston					
Tues 24	Stanley					
Wed 25	Southend					
	Wollaston					
	Wollaston					
Thurs 26	Southend					
Fri 27	Stanley					

Appendix 2 to ANNEX A

1. Submission of this Compliance Matrix is mandatory to be considered responsive at **Bid Closing**.
 - a) Bidders must record whether they meet (YES) or not meet (NO) each of the specifications.
 - b) Bidders must provide documentation as requested to demonstrate compliance to each mandatory criterion as identified.
 - c) Bidders must cross-reference where in their technical bid, the technical specification is located.
2. Bids meeting all mandatory criteria M will be evaluated on point rated evaluation criteria R

Part 1 - Mandatory Technical Criteria - Mandatory requirements are evaluated on a simple pass or fail basis. To be considered responsive, a bid must meet all of the following Mandatory Criteria AT BID CLOSING .			
M	Mandatory Requirement Description	In this column Bidder is to cross-reference where the technical specification is indicated in their brochure, technical data sheet or narrative and or provide comment(s)	COMPLIANT YES/NO
M1	<p>The Bidder must:</p> <p>a) indicate that they accept and will adhere to the Statement of Work at Annex A; and</p> <p>b) return a signed copy of the bid proposal (Page 1 of the RFP)</p> <p>Certification by signature: _____</p>		
M2	<p>The Bidder must comply with the provisions of the Acts and Regulations of Canada; inclusive of but not limited to the Canada Transportation Act, the Aeronautics Act, the Air Transportation Regulations; the Canadian Aviation Regulations and all directives, orders, rules and regulation as applicable to Commercial Air Charter service.</p> <p>Certification by signature: _____</p>		
M3	<p>The Contractor must provide a copy of the bidder's current Domestic Licence issued by the Canadian Transportation Agency.</p>		
M4	<p>The Bidder is required to have available sufficient number of aircraft:</p> <p>a) minimum three (3) fixed wing to provide continuous Air Charter services with passenger capacity of 3-5 (physician charters) , and 7-15 (client/escort charters) ; and one (1) rotary wing aircraft with passenger capacity of 4 as required and accessible;</p> <p>b) have aircraft with retractable landing gear and float/ski landing equipment, and</p> <p>c) capacity to provide long distance service(s) to the entire region, and</p> <p>d) capability for short take-off and landing on clay/gravel/turf</p>		

M5	<p>The Contractor must have a base location with access to/be able to provide:</p> <p>a) A lighted, Instrument Flight Rules (IFR) airstrip greater than 3000' asphalt or 3500' clay/gravel/turf;</p> <p>b) Appropriate aircraft maintenance infrastructure (facilities and personnel);</p>		
M6	<p>The bidder must submit the names and provide resumes of qualified flight crew including education, certifications, qualifications and years of experience:</p> <p>a) Current class1 IFR, and</p> <p>b) Night rating, and</p> <p>c) minimum 50 hours current PIC on the aircraft type being flown in the last 90 days, and an overall minimum of 250 hrs as PIC;</p>		

Part 2 - POINT-RATED CRITERIA - There is a minimum overall pass mark of 75%.

R	Company Profile	Max Points	Bidder Points Scored	Bidder Response	Point Rated Scoring Grid
	There is a an overall pass mark of 75% (120 points)	160		Cross-reference where supporting information is found in the proposal and insert comment(s)	
R1	<p>Company Background and Experience</p> <p>The Bidder must provide:</p> <p>a) company profile, expertise in aircraft charter service; and include the company organization chart with directors, management and operational personnel; and</p> <p>b) experience with providing Air Charter service specific to northern and remote communities</p>	40 40			<p>a) Company Profile narrative maximum of 40 points</p> <p>b) Non-Medevac air charter experience to a maximum of 40 points:</p> <p>0 to 2 year (1 point/month to maximum of 20) = 20</p> <p>2+ to 3 years = 25</p> <p>3 + to 4 years = 30</p> <p>4+ to 5 years = 35</p> <p>5+ years = 40</p>
R2	<p>Company Management Practices</p> <p>The Bidder must provide a narrative describing in detail, management practices to ensure continuity of Air Charter services to northern communities.</p>	40			Written narrative to a maximum of 40 points
R3	<p>Quality Assurance of Air Charter Service</p> <p>The Bidder must provide a quality assurance program describing in detail performance and maintenance of aircraft.</p>	40			Written narrative a maximum of 40 points.

Point Rated Mark Allocation Grid: Contractor will be rated in accordance with the table below.

<p>Marks will be given according to the indicated value based on the completeness and accuracy of the response.</p>			
<p>R1(a) Company Profile (40 points)</p> <p>0 - 28 points</p> <ul style="list-style-type: none"> Unsatisfactory - Minimal or incomplete information on company structure, organization and industry expertise <p>29- 35 points</p> <ul style="list-style-type: none"> Satisfactory - additional information with good descriptors of company and expanded organizational information, however lacking complete detail <p>36-40 points</p> <ul style="list-style-type: none"> Superior - Complete information on the company structure, relationships and very good organization 			
<p>R2 through R3</p> <p>Must clearly demonstrate an understanding and knowledge to the overall Statement of Work and provide concise and sufficient detail to clearly engage the issue in the question to attain full marks.</p>	<p>0 - 29 points</p> <p>Unsatisfactory – Unclear and lacking detail and substance. Lacking understanding, deficient in major areas; weak understanding of scope of work.</p>	<p>30 -35 points</p> <p>Satisfactory – provided sufficient evidence demonstrated understanding of the work , provided clear management practices and strategies to successfully meet the scope of the work</p>	<p>36-40 points</p> <p>Superior – fully detailed, complete management philosophy and approach to directing the work, addressing issues and problems, providing workable strategy.</p>

Appendix 3 to Annex A: Aircraft Fleet Data: Air Charter Service

(Bidders must return a completed Aircraft Fleet Data Sheet at bid closing)

	Aircraft 1	Aircraft 2	Aircraft 3	Rotary
Proposed Aircraft:	//_____	//_____	//_____	//_____
Make and Model:				
Number of Engines:				
Cruise Speed:				
Estimated Fuel Consumption: (Indicated in litres per HOUR)				
Estimated Fuel Consumption: (Indicated in litres per MILE)				
Passenger Capacity:				
Fuel Type:				
Range:				
Landing Gear (floats/skis):				

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ANNEX B - BASIS OF PAYMENT

Reference of terms used in the basis of payment:

FIXED WING and/or ROTARY AIRCRAFT (Refer to Appendix 3 – Aircraft Fleet Data Sheet)

i. a) Rate per Statute Mile: On all charters, rates per mile will apply for all point-to-point flights where flight distances are measurable.

b) Rate per Hour of "Air Time: On charters, involving flights or parts thereof where flight distances are not measurable.

ii Minimum Charge per Flight:

Will apply when the charges for flying are less than the applicable minimum charge per flight.

iii. Detention Free Time:

Is holding time accumulated by using the aircraft and which can be deducted from the applicable total Detention Time charged to Health Canada (minimum 1 hour free for each hour flown to a maximum of 4 hours).

iv. Detention Charge per Hour:

Hourly rate charged to the Charterer only when the aircraft is detained by Health Canada beyond the Detention Free Time provided under **Item (iii)**. The total charge for a day must not exceed the daily rate under **Item (v)**.

v. Detention Charge per Day:

Daily rate charged to the Charterer only when the aircraft is detained by reasons imposed by Health Canada beyond the Detention Free Time provided under **Item (iv)**. Any charges for flying on that day shall be deducted from the total Detention Charge per Day.

vi. Number of Free Landing(s) per Charter INCLUDING Final Landing:

Indicates the number of Free Landings permitted during one Charter period. The landings may be cumulative on the hours flown (i.e. 1/hr). The landings referred to are those made pursuant to a request by Health Canada.

vii. Charge per Additional Landing:

Will apply when landings in addition to the Final Free Landing is made pursuant to a request by Health Canada. Landing charges must not apply to the landings made upon positioning or depositioning of the aircraft after completion of the work provided for in the charter.

viii. Cancellation Conditions: Indicated as a firm percentage.

Without restricting any other term and condition, any TA may be terminated in whole or in part by Canada giving written notice at least forty-eight (24) hours prior to the requested air charter services start time.

If the cancellation is made within less than twenty-four (24) hours prior to the requested Charter start time, the cancellation charge will apply and be calculated as follows: percentage indicated multiplied by the total estimated Charter cost based on the predetermined destination and distance, **excluding** Fuel, Airport Fee, NavCan charges.

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1. Prices and Rates:

Prices and rates must remain firm for the duration of the contract in accordance with the periods of the contract detailed in the costing schedules below. In all cases, prices and rates must be in Canadian dollars, GST/HST and Air Transportation Tax (if applicable) excluded, all applicable Customs Duties and Excise taxes included.

In all cases, prices and rates **exclude** fuel, but **include** lubricants. No other charges will be allowed.

This section, when completed, will be considered as the Bidder's Financial Proposal.

2. Application of Rates and Charges:

a) **Rate per Statute Mile:** On all charters, rates per mile will apply for all point-to-point flights where flight distances are measurable. The distances of flights will be measured in a straight line between the places of commencement and termination of the work provided for in the charter using aeronautical charts of the National Topographic Series, as issued by the Department of Natural Resources, Ottawa.

When a flight is required to be flown over airways routes or routes prescribed by the Department of Transport, the distances shall be measured in straight lines along such routes.

b) **Rate per Hour of "Air Time":** On charters, involving flights or parts thereof ONLY where flight distances are not measurable

The hours and minutes for which a charge is made shall be computed from the time the aircraft leaves the surface of the earth and terminating when the aircraft touches the surface of the earth at the next point of landing. The term "Firm Rate Per Hour" is an hourly charge or portion thereof of "Air Time" as defined in the Canadian Aviation Regulations, Part VIII, Air Navigation Services, and will be the basis of calculating charges for air services.

c) **Fuel Charges:** Fuel charges are **not included** in the rates. Fuel charges shall be reimbursed at cost, supported by receipts, with no allowance for overhead or profit.

d) Reimbursable Fees as listed below:

- Airport Fee will be charged at cost, with no allowance for overhead or profit. In lieu of receipts, the Contractor must provide evidence of airport charge at the commencement of the Charter.
- NavCan Charges, will be charged at cost, with no allowance for overhead or profit
- Miscellaneous Charges such as ground handling, de-icing and other services offered by a subcontractor of the Carrier, is the responsibility of the Contractor and will not be reimbursed.

REIMBURSABLE FEES ARE NOT TO BE INCLUDED IN FIRM CHARTER RATES.

	Applicable Fees and other charges:		Reimbursable	
1	NavCan Charges	\$ _____/occurrence	Yes	
2	Airport Fee	\$ _____/occurrence	Yes	
3	Landing Fee	\$ _____/occurrence	Yes	

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BASIS OF PAYMENT: SECTION (A): Firm all inclusive rates for Air Charter services in accordance to Annex A 2.3 (A)

For evaluation purposes: Reference to any estimated quantity is an estimate only, provided in good faith for the purposes of evaluation and does not infer that all quantities for that item will be utilized or that the quantities may or may not be exceeded.

Rate(s) must be specific to the aircraft make and model proposed in Appendix 3

(A1) Doctor Flights - Firm Air Charter Rates: FIXED WING (Passenger Capacity 3-5)					
Estimated Flights 350 based over a 12 month period					
CONTRACT PERIOD 2015 TO 2017					
		Estimates	Firm Rates	Evaluated Total	
1.1	Rate per Statute Mile (SM)	60,000 miles	\$ _____/SM	\$ _____	
1.2	Firm Rate per Hour of Airtime	500 hours	\$ _____/Hr	\$ _____	
1.3	Floats	25	\$ _____/Flight	\$ _____	
1.4	Skis	25	\$ _____/Flight	\$ _____	
Other Charter Fees Occurrences					
2.1	Cancellation Fees– based on estimated flight cost	10 x \$1,000	x _____ %	\$ _____	
2.2.	Detention Fees	100	\$ _____/Hr	\$ _____	
2.3	Maximum Detention Fee	5	\$ _____/Day	\$ _____	
2.4	Minimum Charge/Flight	10	\$ _____/Flight	\$ _____	
Evaluated Total (A1)				\$ _____	

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(A2) Doctor Flights - Firm Air Charter Rates: FIXED WING (Passenger Capacity 3-5)					
Estimated Flights 350 based over a 12 month period					
CONTRACT OPTION PERIOD 2017 TO 2018					
		Estimates		Evaluated Total	
1.1	Rate per Statute Mile	60,000 miles	\$ _____/SM	\$ _____	
1.2	Firm Rate per Hour of Airtime	500 hours	\$ _____/Hr	\$ _____	
1.3	Floats	25	\$ _____/Flight	\$ _____	
1.4	Skis	25	\$ _____/Flight	\$ _____	
Other Charter Fees					
		Occurrences			
2.1	Cancellation Fees– based on estimated flight cost	10 x \$1,000	x _____ %	\$ _____	
2.2.	Detention Fees	100	\$ _____/Hr	\$ _____	
2.3	Maximum Detention Fee	5	\$ _____/Day	\$ _____	
2.4	Minimum Charge/Flight	10	\$ _____/Flight	\$ _____	
Evaluated Total (A2)				\$ _____	

(A3) Doctor Flights - Firm Air Charter Rates: FIXED WING (Passenger Capacity 3-5)					
Estimated Flights 350 based over a 12 month period					
CONTRACT OPTION PERIOD 2018 TO 2019					
		Estimates		Evaluated Total	
1.1	Rate per Statute Mile	60,000 miles	\$ _____/SM	\$ _____	
1.2	Firm Rate per Hour of Airtime	500 hours	\$ _____/Hr	\$ _____	
1.3	Floats	25	\$ _____/Flight	\$ _____	
1.4	Skis	25	\$ _____/Flight	\$ _____	
Other Charter Fees					
		Occurrences			
2.1	Cancellation Fees– based on estimated flight cost	10 x \$1,000	x _____ %	\$ _____	
2.2.	Detention Fees	100	\$ _____/Hr	\$ _____	
2.3	Maximum Detention Fee	5	\$ _____/Day	\$ _____	
2.4	Minimum Charge/Flight	10	\$ _____/Flight	\$ _____	
Evaluated Total (A3)				\$ _____	

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(A4) Doctor Flights - Firm Air Charter Rates: FIXED WING (Passenger Capacity 3-5)					
Estimated Flights 350 based over a 12 month period					
CONTRACT OPTION PERIOD 2019 TO 2020					
		Estimates		Evaluated Total	
1.1	Rate per Statute Mile	60,000 miles	\$ _____ /SM	\$ _____	
1.2	Firm Rate per Hour of Airtime	500 hours	\$ _____ /Hr	\$ _____	
1.3	Floats	25	\$ _____ /Flight	\$ _____	
1.4	Skis	25	\$ _____ /Flight	\$ _____	
Other Charter Fees		Occurrences			
2.1	Cancellation Fees– based on estimated flight cost	10 x \$1,000	x _____ %	\$ _____	
2.2.	Detention Fees	100	\$ _____ /Hr	\$ _____	
2.3	Maximum Detention Fee	5	\$ _____ /Day	\$ _____	
2.4	Minimum Charge/Flight	10	\$ _____ /Flight	\$ _____	
Evaluated Total (A4)				\$ _____	

(A) Doctor Flights – Evaluated Totals			
A1	CONTRACT PERIOD 2015 TO 2017		\$ _____
A2.	CONTRACT OPTION PERIOD 2017 TO 2018		\$ _____
A3	CONTRACT OPTION PERIOD 2018 TO 2019		\$ _____
A4	CONTRACT OPTION PERIOD 2019 TO 2020		\$ _____
Evaluated Total (A)			\$ _____

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BASIS OF PAYMENT: SECTION (B): Firm all inclusive rates for Air Charter services in accordance to Annex A 2.3 (B)

For evaluation purposes: Reference to any estimated quantity is an estimate only, provided in good faith for the purposes of evaluation and does not infer that all quantities for that item will be utilized or that the quantities may or may not be exceeded.

Rate(s) must be specific to the aircraft make and model proposed in Appendix 3

(B1) Client Flights - Firm Air Charter Rates: FIXED WING (Passenger Capacity 7-15)					
Estimated Flights 70 based over a 12 month period					
CONTRACT PERIOD 2015 TO 2017					
		Estimates	Firm Rates	Evaluated Total	
1.1	Rate per Statute Mile (SM)	10,000 miles	\$ _____/SM	\$ _____	
1.2	Firm Rate per Hour of Airtime	100 hours	\$ _____/Hr	\$ _____	
1.3	Floats	15	\$ _____/Flight	\$ _____	
1.4	Skis	15	\$ _____/Flight	\$ _____	
Other Charter Fees		Occurrences			
2.1	Cancellation Fees– based on estimated flight cost	10 x \$750	x _____ %	\$ _____	
2.2.	Detention Fees	10	\$ _____/Hr	\$ _____	
2.3	Maximum Detention Fee	5	\$ _____/Day	\$ _____	
2.4	Minimum Charge/Flight	5	\$ _____/Flight	\$ _____	
Evaluated Total (B1)				\$ _____	

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(B2) Client Flights - Firm Air Charter Rates: FIXED WING (Passenger Capacity 7-15)					
Estimated Flights 70 based over a 12 month period					
CONTRACT PERIOD 2017 TO 2018					
		Estimates	Firm Rates	Evaluated Total	
1.1	Rate per Statute Mile (SM)	10,000 miles	\$ _____/SM	\$ _____	
1.2	Firm Rate per Hour of Airtime	100 hours	\$ _____/Hr	\$ _____	
1.3	Floats	15	\$ _____/Flight	\$ _____	
1.4	Skis	15	\$ _____/Flight	\$ _____	
Other Charter Fees Occurrences					
2.1	Cancellation Fees– based on estimated flight cost	10 x \$750	x _____ %	\$ _____	
2.2.	Detention Fees	10	\$ _____/Hr	\$ _____	
2.3	Maximum Detention Fee	5	\$ _____/Day	\$ _____	
2.4	Minimum Charge/Flight	5	\$ _____/Flight	\$ _____	
Evaluated Total (B2)				\$ _____	

(B3) Client Flights - Firm Air Charter Rates: FIXED WING (Passenger Capacity 7-15)					
Estimated Flights 70 based over a 12 month period					
CONTRACT PERIOD 2018 TO 2019					
		Estimates	Firm Rates	Evaluated Total	
1.1	Rate per Statute Mile (SM)	10,000 miles	\$ _____/SM	\$ _____	
1.2	Firm Rate per Hour of Airtime	150 hours	\$ _____/Hr	\$ _____	
1.3	Floats	15	\$ _____/Flight	\$ _____	
1.4	Skis	15	\$ _____/Flight	\$ _____	
Other Charter Fees Occurrences					
2.1	Cancellation Fees – based on estimated flight cost	10 x \$750	x _____ %	\$ _____	
2.2.	Detention Fees	10	\$ _____/Hr	\$ _____	
2.3	Maximum Detention Fee	5	\$ _____/Day	\$ _____	
2.4	Minimum Charge/Flight	5	\$ _____/Flight	\$ _____	
Evaluated Total (B3)				\$ _____	

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(B4) Client Flights - Firm Air Charter Rates: FIXED WING (Passenger Capacity 7-15)					
Estimated Flights 70 based over a 12 month period					
CONTRACT PERIOD 2019 TO 2020					
		Estimates	Firm Rates	Evaluated Total	
1.1	Rate per Statute Mile (SM)	10,000 miles	\$ _____/SM	\$ _____	
1.2	Firm Rate per Hour of Airtime	150 hours	\$ _____/Hr	\$ _____	
1.3	Floats	15	\$ _____/Flight	\$ _____	
1.4	Skis	15	\$ _____/Flight	\$ _____	
Other Charter Fees Occurrences					
2.1	Cancellation Fees– based on estimated flight cost	10 x \$750	x _____ %	\$ _____	
2.2.	Detention Fees	10	\$ _____/Hr	\$ _____	
2.3	Maximum Detention Fee	5	\$ _____/Day	\$ _____	
2.4	Minimum Charge/Flight	5	\$ _____/Flight	\$ _____	
Evaluated Total (B4)				\$ _____	

(B) Client Flights – Evaluated Totals			
B1	CONTRACT PERIOD 2015 TO 2017		\$ _____
B2	CONTRACT OPTION PERIOD 2017 TO 2018		\$ _____
B3	CONTRACT OPTION PERIOD 2018 TO 2019		\$ _____
B4	CONTRACT OPTION PERIOD 2019 TO 2020		\$ _____
Evaluated Total (B)			\$ _____

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BASIS OF PAYMENT: SECTION (C): Firm all inclusive rates for Air Charter services in accordance to Annex A 2.1 (ii)(a)

For evaluation purposes: Reference to any estimated quantity is an estimate only, provided in good faith for the purposes of evaluation and does not infer that all quantities for that item will be utilized or that the quantities may or may not be exceeded.

Rate(s) must be specific to the aircraft make and model proposed in Appendix 3

(C1) Firm Air Charter Rates: ROTARY					
Estimated Flights 10 based over a 12 month period					
CONTRACT PERIOD 2015 TO 2017					
		Estimates	Firm Rates	Evaluated Total	
1.1	Rate per Statute Mile (SM)	1000 miles	\$ _____/SM	\$ _____	
1.2	Firm Rate per Hour of Airtime	50 hours	\$ _____/Hr	\$ _____	
Other Charter Fees		Occurrences			
2.1	Cancellation Fees– based estimated flight cost	2 x \$750	x _____ %	\$ _____	
2.2	Minimum Charge/Flight	5	\$ _____/Flight	\$ _____	
Evaluated Total (C1)				\$ _____	

(C2) Firm Air Charter Rates: ROTARY					
Estimated Flights 10 based over a 12 month period					
CONTRACT PERIOD 2017 TO 2018					
		Estimates	Firm Rates	Evaluated Total	
1.1	Rate per Statute Mile (SM)	1,000 miles	\$ _____/SM	\$ _____	
1.2	Firm Rate per Hour of Airtime	50 hours	\$ _____/Hr	\$ _____	
Other Charter Fees		Occurrences			
2.1	Cancellation Fees– based estimated flight cost	2 x \$750	x _____ %	\$ _____	
2.2	Minimum Charge/Flight	5	\$ _____/Flight	\$ _____	
Evaluated Total (C2)				\$ _____	

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(C3) Firm Air Charter Rates: ROTARY					
Estimated Flights 10 based over a 12 month period					
CONTRACT PERIOD 2018 TO 2019					
		Estimates	Firm Rates	Evaluated Total	
1.1	Rate per Statute Mile (SM)	25,000 miles	\$ _____/SM	\$ _____	
1.2	Firm Rate per Hour of Airtime	200 hours	\$ _____/Hr	\$ _____	
Other Charter Fees Occurrences					
2.1	Cancellation Fees– based estimated flight cost	2 x \$750	x _____ %	\$ _____	
2.2	Minimum Charge/Flight	5	\$ _____/Flight	\$ _____	
Evaluated Total (C3)				\$ _____	

(C4) Firm Air Charter Rates: ROTARY					
Estimated Flights 10 based over a 12 month period					
CONTRACT PERIOD 2019 TO 2020					
		Estimates	Firm Rates	Evaluated Total	
1.1	Rate per Statute Mile (SM)	25,000 miles	\$ _____/SM	\$ _____	
1.2	Firm Rate per Hour of Airtime	200 hours	\$ _____/Hr	\$ _____	
Other Charter Fees Occurrences					
2.1	Cancellation Fees– based estimated flight cost	2 x \$750	x _____ %	\$ _____	
2.2	Minimum Charge/Flight	5	\$ _____/Flight	\$ _____	
Evaluated Total (C4)				\$ _____	

(C) ROTARY – Evaluated Totals			
C1	CONTRACT PERIOD 2015 TO 2017		\$ _____
C2	CONTRACT OPTION PERIOD 2017 TO 2018		\$ _____
C3	CONTRACT OPTION PERIOD 2018 TO 2019		\$ _____
C4	CONTRACT OPTION PERIOD 2019 TO 2020		\$ _____
Evaluated Total (C)			\$ _____

ANNEX C - INSURANCE REQUIREMENTS

1.0 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. 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

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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.

1.1 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, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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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.

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ANNEX D to PART 5 - BID SOLICITATION (*insert if applicable*)

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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

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ANNEX E - TASK AUTHORIZATION FORMS

1. Attached PDF document titled – *“PWGSC 572”*
2. Attached PDF document titled – *“TA Usage Form”*

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ANNEX F: SAFETY BRIEFING REQUIREMENT

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 Transmitter (E.L.T.);
- (c) Location and use of all exits;
- (d) Emergency Procedures;
- (e) Procedures as applicable to flight operation.

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 _____. _____ Carrier's Representative _____ Charterer's Representative NOTE: Please retain this page (duly completed) for your records.