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TITLE

Bid solicitation # W2115-155003/A for the provision of the following professional services.

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 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 and Security Requirements Check List.

1.2 Summary

- 1.2.1 Canada requires a Contractor to provide the Department of National Defence, the Charterer, with the exclusive services of one (1) float equipped helicopter for the movement of personnel and equipment in support of Canadian Armed Forces (CAF) and United States Navy (USN) operations on the Nanoose Range at the Canadian Forces Maritime Experimental and Test Ranges (CFMETR), Nanoose Bay, British Columbia. The area of operations includes, but is not restricted to, Winchelsea Island, Straits of Georgia and Juan de Fuca, the lower mainland and the State of Washington as specified in Annex A.

The period of the Contract is from October 1, 2015 to September 30, 2017.

- 1.2.2 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up

Solicitation No. - N° de l'invitation
W2115-155003/A
Client Ref. No. - N° de réf. du client
W2115-155003

Amd. No. - N° de la modif.
File No. - N° du dossier
104zl.W2115-155003/A

Buyer ID - Id de l'acheteur
104zl
CCC No./N° CCC - FMS No./N° VME

[Find a PWGSC SACC Manual Item](#)

to two additional one 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.

- 1.2.3 The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements.

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

[Find a PWGSC SACC Manual Item](#)

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-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 (2015-07-03), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3 of Section 01, Integrity Provisions - Bid, of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

3. List of Names

- a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are currently directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b. These bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

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

Delete: 60 days

Insert: 120 calendar 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. 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.

[Find a PWGSC SACC Manual Item](#)

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 in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. 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 ()

[Find a PWGSC SACC Manual Item](#)

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

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

3 Inquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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.

Solicitation No. - N° de l'invitation
W2115-155003/A
Client Ref. No. - N° de réf. du client
W2115-155003

Amd. No. - N° de la modif.
File No. - N° du dossier
104zl.W2115-155003/A

Buyer ID - Id de l'acheteur
104zl
CCC No./N° CCC - FMS No./N° VME

[Find a PWGSC SACC Manual Item](#)

4. Applicable Laws

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

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.

[Find a PWGSC SACC Manual Item](#)

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 [2 hard copies];
Section III: Certifications [1 hard copy]; and
Section IV: Additional Information [1 hard copy].

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

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

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

To assist Canada in reaching its objectives, bidders should:

1. use paper containing fiber 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 color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Section I: Technical Bid

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

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

Section II: Financial Bid

[Find a PWGSC SACC Manual Item](#)

- A. Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- B. Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C. When preparing their financial bid, bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.6, Payment, of Part 7 of the bid solicitation.

1.1 Cost of Fuel

The cost of fuel will be reimbursed at the verified actual cost per litre, less discount if applicable, with no allowance for overhead or profit on the basis of the verified actual fuel consumption rate by hour and the verified actual number of flying hours.

1.2 Extra Services

The Contractor may be requested to utilize available flying hours in support of other experimental tests from time to time, within the performance parameters outlined in the Statement of Work and the capabilities of the aircraft bid. In all cases, these experimental flights must meet DND and Transport Canada safety regulations. The Contractor may incur minor expenses in performing these experimental flights. These minor expenses include but are not limited to:

- 1) Launching lightweight exercise torpedoes utilizing a slung experimental launch frame. This is a research and development program.
- 2) Flying with a slung magnetic field sensor. This is a research and development program.
- 3) Photography i.e. the taking of video or still photographs of ships, or test vehicles on the range.
- 4) Air over flights of Navy ships for sensor testing/crew training i.e. occasional use for detection and response evaluation and training for small airborne threats to Naval ships.
- 5) Testing of miscellaneous self contained electronic equipment. This is a research and development program.

In performing these extra services the Contractor will be reimbursed at cost.

1.3 Applicable Taxes

In the price breakdown, the Applicable Taxes are to be shown separately.

Section III: Certifications

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

Solicitation No. - N° de l'invitation
W2115-155003/A
Client Ref. No. - N° de réf. du client
W2115-155003

Amd. No. - N° de la modif.
File No. - N° du dossier
104zl.W2115-155003/A

Buyer ID - Id de l'acheteur
104zl
CCC No./N° CCC - FMS No./N° VME

[Find a PWGSC SACC Manual Item](#)

Section IV: Additional Information

In Section IV of their bid, Bidders should provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
4. for Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. for Part 6, article 6.1, Security Requirement, of the bid solicitation:
 - a) for each individual who will require access to classified or protected information, assets or sensitive work sites:
 - a. the name of the individual;
 - b. the date of birth of the individual; and
 - c. if available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
 - b) for each proposed location of work performance or document safeguarding, the address containing the information below.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

[Find a PWGSC SACC Manual Item](#)

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below it's Firm All Inclusive Hourly Rate (in Can \$).

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

1. Estimated Utilization

The estimated utilization is as per below.

The Firm All Inclusive Hourly Rate includes lubricants.

2. Contract Period (From October 1, 2015 to September 30, 2017)

Table 1				
	A	B	C	D
Item	Requirement	Estimated Hours	Firm All Inclusive Hourly Rate	Total Evaluated Price Column (B*C)
1	Flight	600	\$	\$
Total Evaluated Price (sum of column D)=				\$

3. Option to Extend the Term of the Contract (From October 1, 2017 to September 30, 2018)

Table 2				
	A	B	C	D
Item	Requirement	Estimated Hours	Firm All Inclusive Hourly Rate	Total Evaluated Price Column (B*C)
1	Flight	300	\$	\$
Total Evaluated Price (sum of column D)=				\$

[Find a PWGSC SACC Manual Item](#)

4. Option to Extend the Term of the Contract (From October 1, 2018 to September 30, 2019)

Table 3				
	A	B	C	D
Item	Requirement	Estimated Hours	Firm All Inclusive Hourly Rate	Total Evaluated Price Column (B*C)
1	Flight	300	\$	\$
Total Evaluated Price (sum of column D)=				\$

5. Summary

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

6. Required Supporting Information

6.1 Helicopter Type and Registration Number

Table 5				
	A	B	C	D
Item	Helicopter Type	Registration Number	Estimated Fuel Consumption	Litres per Hour
1				
2				
3				
4				
5				

[Find a PWGSC SACC Manual Item](#)

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.1.2.2 Mandatory Financial Criteria

Refer to Attachment 1 to Part 4.

4.2 Basis of Selection

4.2.1 Lowest Evaluated Price

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

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

[Find a PWGSC SACC Manual Item](#)

ATTACHMENT 1 TO PART 4, TECHNICAL CRITERIA

Mandatory Technical Criteria

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

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

	Mandatory Technical Criteria	Bid Preparation Instructions
M1	The Bidder must demonstrate that its proposed pilots are authorized to fly the proposed aircraft.	The Bidder must submit a copy of the related licences and endorsements of the proposed pilots.
M2	The bidder must demonstrate that its proposed pilots meet the Aircrew Requirements for experience in Article 6, Annex A, Statement of Work.	The bidder must provide documentary proof of pilot-in-command experience of the proposed pilots.
M3	The Bidder must demonstrate that the proposed aircraft meets the Aircraft requirements in Article 3, Annex A, Statement of Work.	The Bidder must submit a detailed description of the proposed aircraft.
M4	The Bidder must demonstrate that they have a company Flight Safety Programme.	The Bidder must submit a copy of its Flight Safety Programme.
M5	The Bidder must demonstrate that it holds a valid Air Operator Certificate (AOC) issued by Transport Canada.	The Bidder must submit a copy of its valid Transport Canada Air Operator Certificate (AOC).
M6	The Bidder must demonstrate that it holds a valid domestic licence issued by the Canadian Transport Agency.	The Bidder must submit a copy of its valid domestic licence issued by the Canadian Transport Agency.

[Find a PWGSC SACC Manual Item](#)

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

Refer to Attachment 1 to Part 5, Additional Certifications Required with the Bid.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions - List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

Solicitation No. - N° de l'invitation
W2115-155003/A
Client Ref. No. - N° de réf. du client
W2115-155003

Amd. No. - N° de la modif.
File No. - N° du dossier
104zl.W2115-155003/A

Buyer ID - Id de l'acheteur
104zl
CCC No./N° CCC - FMS No./N° VME

[Find a PWGSC SACC Manual Item](#)

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_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/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 Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture. Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award, includes a copy of the certification.

5.2.3 Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award

Refer to Attachment 1 to Part 5, Additional Certifications Precedent to Contract Award .

[Find a PWGSC SACC Manual Item](#)

ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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

Instructions to the Bidder: Complete both A and B.

A. Instructions to the Bidder: 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. Instructions to the Bidder: Check only one of the following:

- B1. The Bidder is not a Joint Venture.

[Find a PWGSC SACC Manual Item](#)

or

- () B2. The Bidder is a Joint venture. Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.

2. Canadian Content

2.1 Canadian Content Definition

SACC Manual clause A3050T (2014-11-27), Canadian Content Definition

2.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

3. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

3.1 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

[Find a PWGSC SACC Manual Item](#)

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

6.1.1 Before award of a contract, the following conditions must be met:

- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3 For additional information on security requirements, bidders should refer to [the Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

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

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

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PART 7 – RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

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>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirement

7.3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract:

7.3.2 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

7.3.3 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

7.3.4 The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) **must be a citizen of Canada and** must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.

7.3.5 The Contractor personnel requiring access to FOREIGN CLASSIFIED information, assets or sensitive work site(s) **must be a citizen of Canada or United States and** must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.

7.3.6 The Contractor **MUST NOT** remove any CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

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- 7.3.7 The Contractor must complete and submit a Foreign Ownership, Control and Influence (FOCI) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to CLASSIFIED FOREIGN information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "*Not Under FOCI*" or "*Under FOCI*". When an organization is determined to be *Under FOCI*, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "*Not Under FOCI through Mitigation*".
- 7.3.8 The Contractor should at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of *Not Under FOCI* or *Not Under FOCI through Mitigation*.
- 7.3.9 All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
- 7.3.10 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 7.3.11 The Contractor/Offeror must comply with the provisions of the:
- (a) Security Requirements Check List and security guide (if applicable), attached at Annex D
 - (b) *Industrial Security Manual* (Latest Edition).

NOTE 1:

There are multiple levels of personnel security screenings associated with this file. In this instance, a *Security Classification Guide* must be added to the SRCL clarifying these screenings. The *Security Classification Guide* is normally generated by the organization's project authority and/or security authority.

NOTE 2:

There are multiple levels of release restrictions associated with this file. In this instance, a *Security Guide* should be added to the SRCL clarifying these restrictions. The *Security Guide* is normally generated by the organization's project authority and/or security authority.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from October 1, 2015 to September 30, 2017 inclusive.

7.4.2 Option to Extend the Contract

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

7.4.3 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.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Gerry Carriere
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Professional Services Procurement Directorate
11 Laurier St., Gatineau, Quebec
Telephone: 819-956-6260
Facsimile: 819-956-9235
E-mail address: gerry.carriere@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.

7.5.2 Project Authority

The Project Authority will be identified at the Contract award.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the

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Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

The Contractor's Representative will be identified at the Contract award.

7.6 Payment

7.6.1 Basis of Payment

7.6.1.1 Limitation of Expenditures

For the Work described in the Statement of Work in Annex A:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (Filled in at award). Customs duty are included, and Applicable Taxes are extra.

7.6.2 Canada's Total Liability

- A. For the Work described in the Statement of Work in Annex A, Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (Filled in at award). Customs duties are included and Applicable Taxes are extra.
- B. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
1. when it is 75 percent committed, or
 2. four (4) months before the Contract expiry date, or
 3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- C. 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.

7.6.3 Method of Payment

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H1008C (2008-05-12), Monthly Payments

7.6.4 SACC Manual Clauses

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

C0305C (2008-05-12), Cost Submission

7.6.5 Time Verification

C0711C (2008-05-12), Time Verification

7.7 Invoicing Instructions

7.7.1 H5001C (2008-12-12), Terms of Payment

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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
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 additional 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 additional information, or if it is determined that any certification made by

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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 Canadian Content Certification

SACC Manual clause A3060C (2008-05-12), Canadian Content Certification

7.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (Filled in at award)

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 general conditions 2035 (2015-07-03), 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, Security Requirements Check List; and
- (g) the Contractor's bid dated _____ (Filled in at award).

7.11 Defence Contract

SACC Manual clause A9006C (2008-05-12), Defence Contract

7.12 Insurance Requirements

SACC Manual clause G1005C (2008-05-12), Insurance

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.

Solicitation No. - N° de l'invitation
W2115-155003/A
Client Ref. No. - N° de réf. du client
W2115-155003

Amd. No. - N° de la modif.
File No. - N° du dossier
104zl.W2115-155003/A

Buyer ID - Id de l'acheteur
104zl
CCC No./N° CCC - FMS No./N° VME

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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.

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ANNEX A - STATEMENT OF WORK

1. Requirement

To provide the Department of National Defence (DND), the Charterer, with the exclusive services of one(1) float equipped helicopter for the movement of personnel and equipment in support of Canadian Armed Forces (CAF) and United States Navy (USN) operations on the Nanoose Range at the Canadian Forces Maritime Experimental and Test Ranges (CFMETR), Nanoose Bay, British Columbia (BC). The area of operations includes, but is not restricted to, Winchelsea Island, Straits of Georgia and Juan de Fuca, the BC lower mainland, Vancouver Island and the State of Washington.

2. Scope of Work

- 2.1 The Nanoose Range normally operates Tuesday through Friday, 0700 - 1730. The Air Operator must be available to be called on site during these hours. In addition, the range operations may be conducted at times outside of these hours. Given a 24-hour notice to respond, the Contractor must be available for these extra hours of operation.
- 2.2 Airlift operations will include torpedo search/recovery operations, range surveillance and safety, equipment slung loads, and passenger and equipment lifts. This work will include extensive over water operations and occasional international Air Operator work to the areas mentioned above.
- 2.3 A torpedo recovery operation involves lifting a Light Weight Exercise Torpedo (LWET) that is floating on the surface, and transporting it from the test range in the Strait of Georgia to the Ranch Point landing pad at CFMETR. The normal maximum distance for retrieval is approximately 25 kms, however a lost exercise torpedo may drift a considerable distance requiring extensive searching and possible beach retrieval at a remote location. LWET have no explosive warhead, however the torpedo propulsion systems vary and some carry hazardous material in the form of fuel and battery electrolyte. These hazards will all be briefed to the Air Operator and covered by Material Safety Data sheets (MSDS).
- 2.4 A purpose built recovery net slung beneath the helicopter is used for torpedo recovery operations. It is composed of a 4.3 m (14 ft) diameter ring made from 7.62 cm (3 inch) aluminum tubing that serves as a frame to support the recovery net. A 38 m (125 ft) long line assembly is used to suspend this ring beneath the helicopter. Its weight, plus the weight of the LWET vehicle is approximately 320 kgs (700 lbs). The purpose built recovery net is government provided material. The recovery system does not require any other personnel on board the aircraft besides the pilot.
- 2.5 Other equipment that is occasionally airlifted consists of personal tools, boat and torpedo parts, construction materials, communications and miscellaneous equipment within the weight limits specified by helicopter limitations.
- 2.6 The Charterer will provide the equipment for and rig all bulk slung loads in accordance with the applicable air regulations. However, the Air Operator's pilot is solely responsible for load

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acceptance and, once accepted, the Air Operator is responsible for any loss of or damage to the load while it is being airlifted.

3. Aircraft Requirement

- 3.1 The helicopter must be capable of transporting, at a minimum, passengers and equipment not to exceed a combined total weight of 545 kgs (1200 lbs). The helicopter will have a minimum flight endurance of 45 minutes while carrying this full payload.
- 3.2 For slung loads and torpedo recovery operations, the helicopter must be equipped with an external underbelly cargo hook that can be trigger released by the pilot, either mechanically or electronically from the cockpit. The helicopter must have a minimum external lift capacity of 454 kgs (1000 lbs) from the main cargo hook while at hover at sea level with winds ranging from 0 to 35 knots, and temperature ranging from -20C to 31C. In addition to the stated lift capacity, the aircraft must be capable of compensating for the increased drag associated with the employment of the torpedo recovery net in order to maintain the necessary attitude for safe forward flight at reasonable speeds.
- 3.3 The helicopter must be capable of transporting, at a minimum the pilot plus four (4) passengers.
- 3.4 The Air Operator may be requested to utilize available flying hours in support of other experimental tests from time to time, within the performance parameters outlined above and the capabilities of the aircraft bid. These will be negotiated on a case by case basis. In all cases, these experimental flights must meet DND and Transport Canada Civil Aviation (TCCA) safety regulations.

Previous examples include:

- 3.4.1 Launching lightweight exercise torpedoes utilizing a slung experimental launch frame. This is a research and development (R&D) program;
 - 3.4.2 Flying with a slung magnetic field sensor. This is a R&D program;
 - 3.4.3 Photography i.e. the taking of video or still photographs of ships, or test vehicles on the Range;
 - 3.4.4 Air over flights of Navy vessels for sensor testing/crew training, i.e. occasional use for detection and response evaluation and training for small airborne threats to Naval vessels; and
 - 3.4.5 Testing of miscellaneous self contained electronic equipment. This is a research and development program.
- 3.5 The helicopter must be equipped with observation windows in the rear doors, a radio capable of communicating with all agencies involved in the areas of operation (in particular, a tunable VHF FM radio with a frequency range of 130.0 to 179.9 MHz), intercom with "Hot Mic" capability at all passenger positions, four (4) headsets, and a loud hailer capability.
 - 3.6 The helicopter must be capable of having any Government-owned equipment installed for

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operations in flight. In particular, a government-owned Differential Global Positioning System (DGPS) equipment must be installed in the helicopter upon award of the Contract. Refer to paragraph 5.1.4 for modification approval requirements.

- 3.7 The helicopter must be equipped with the safety equipment required by Royal Canadian Air Force (RCAF) Flight Operations Manual, Chapter 4, Sections 4.2.1 to 4.3.3, particularly 4.2.2.7 (immersion suits), 4.2.2.9 (life preservers and emergency breathing systems) and 4.2.3.6 (dinghies).

4. Base of Operations

- 4.1 The base of operations is CFMETR, Nanoose Bay, BC.

5. Air Operator Requirements

- 5.1 Military missions conducted for the DND by civilian air operators are authorized via the issue to the Air Operator by the DND of a Temporary Authority to Operate (TAO), for which the Air Operator must qualify. In order to so qualify, the Air Operator must adhere to DND and TCCA airworthiness regulations, orders and approval processes, as appropriate, including any DND approval for military aspects of modifications and DND flying orders. In particular, the Air Operator must meet the following requirements:

- 5.1.1 The Air Operator must hold an Air Operator Certificate (AOC) issued by TCCA in accordance with Canadian Aviation Regulation (CARs), Part VII, Subpart 2;
- 5.1.2 All aircraft to be used to fulfill the Contract must be capable of operating the required flight profiles within the limits of their civil Type Certificates, Certificates of Airworthiness (CofA) and the Air Operator's AOC;
- 5.1.3 The C of A for each aircraft to be used to fulfill the Contract must be issued by a regulatory body acceptable to DND (for example, TCCA, US FAA or UK CAA);
- 5.1.4 The Air Operator will be responsible for providing Supplementary Type Certificates (STCs), Limited STCs (LSTCs), Aircraft Flight Manual (AFM) Supplements and maintenance manual supplements, as appropriate, pertaining to any modifications to the aircraft required for the service to be provided. Modifications, upgrades or other engineering design changes to the aircraft for the purposes of this contract, are to be embodied only through design approvals acceptable to TCCA and/or flight authorities, which may include references to a DND design approval/acceptance and/or flight authorization;
- 5.1.5 Crew duty times must be in accordance with CARs, Part VII, Subpart 0, Division III;
- 5.1.6 During the conduct of airborne missions for the DND/CAF, the Air Operator's aircraft and crews will be subject to the same applicable aerospace control procedures, orders and

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rules as other DND/CAF aircraft and crews, including CAF Flight Safety Program reporting protocols and procedures established by the Airworthiness Investigative Authority (AIA), and the use of any military call-sign allocated;

- 5.1.7 In accordance with the Aeronautics Act, the Air Operator's helicopter will be classed as a military aircraft when conducting missions for the DND/CAF and, during such times, will be subject to the DND's Airworthiness Program, in lieu of TCCA. DND airworthiness audits are similar to, and fulfil a similar requirement as, routine inspections by TCCA. DND airworthiness audits typically address such areas as (but not limited to) the following:

- 5.1.7.1 air and technical personnel qualifications and currencies;
- 5.1.7.2 air and technical personnel training programs and records;
- 5.1.7.3 flight safety program;
- 5.1.7.4 currency of operational and technical manuals; and
- 5.1.7.5 compliance with airworthiness directives and service bulletins.

6. Aircrew Requirements

- 6.1 The pilot must have flown a minimum of 1,000 hours on rotary wing aircraft including 500 hours as pilot-in-command in the type of helicopter specified and 250 hours in areas similar to the area of operation plus a minimum of 25 hours long line experience. The Air Operator must provide documentary proof of such experience in the form of an affidavit when so requested by the Charterer.
- 6.2 All Air Operator personnel acting as flight crew must each hold a valid flight crew license as defined in CARs, Part IV, Article 401.31, endorsed with ratings appropriate to the air services to be provided. All Air Operator personnel acting as flight crew must meet the recency requirements defined in CARs, Part IV, Article 401.05.
- 6.3 Prior to conducting torpedo recovery operations, a candidate pilot for this task shall receive instructions on how to successfully perform this operation. This training will take place at CFMETR over a one-day period at the Contractor's expense and must be conducted by the Charterer or her/his delegated representative.
- 6.4 Upon completion of the instruction, the candidate pilot must demonstrate, to the satisfaction of the Charterer, her/his ability to conduct torpedo recovery operations by successfully retrieving a 'dummy torpedo' three (3) times without causing any damage, or endangering any property or persons. If this cannot be achieved by the pilot, the Charterer is entitled to request another pilot from the Air Operator. A pilot who has successfully demonstrated this capability within the previous 12 months may, at the discretion of the Charterer, be exempt from this requirement.
- 6.5 The Charterer will provide the following equipment: dummy torpedo, retrieval net for pick up and a longline for attachment to the main cargo hook, as well as qualified personnel to provide oral instructions.
- 6.6 In addition to the above, a pilot may be required to undergo torpedo handling, or other safety related training as provided by the Charterer.

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7. Aircrew Procedures

- 7.1 The Air Operator's aircrew must conduct ground and flight operations at CFMETR in accordance with the CARs and applicable DND/CAF Flying Orders, in particular the following:
- 7.1.1 RCAF Flight Operations Manual, Chapter 4, Sections 4.2.1 to 4.3.3;
 - 7.1.2 Rotary-wing Operations. If the water temperature is less than or equal to 13 degrees C, or the combined water and air temperature is less than 31 degrees C, immersion suits must be worn by all crewmembers and passengers when operating over water. Aircraft Captains, at their discretion, may waive these temperature requirements for over water flights of less than 20 minutes duration (i.e. 10 minutes from shore) if the aircraft remains above Safe Single Engine Speed (RCAF Flight Operations Manual, Chapter 4, Section 4.2.2.7, Paragraph 2.a. refers); and
 - 7.1.3 Note that, in the spirit of RCAF Flight Operations Manual, Chapter 4, Section 4.2.2.7, Paragraph 3 and in the interest of retaining flight proficiencies and minimizing possibility of heat stress and aircrew fatigue, the Commanding Officer CFMETR may waive the requirement of immersion suits for over water hover manoeuvres when a ship or another aircraft capable of rescue is within 15 minutes and is in constant visual and radio contact.
- 7.2 When required, the Air Operator must provide immersion suits for the Air Operator's aircrew and the Charterer will provide life jackets and immersion suits for passengers as required. The Air Operator's aircrew must ensure that each passenger has been provided with a helicopter safety briefing prior to embarking the helicopter for the first time and at least once every three (3) months thereafter. The briefing must include, as a minimum the following:
- 7.2.1 Danger areas;
 - 7.2.2 Personal safety equipment including the donning of life preservers, and the location of the survival and emergency equipment;
 - 7.2.3 Emergency procedures (including ditching); and
 - 7.2.4 Location and operation of emergency exits.
- 7.3 The Charterer reserves the right to review the Air Operator's operational procedures and provide guidance whenever necessary.

8. Flight Safety Procedures

- 8.1 In accordance with the Aeronautics Act and the Canadian Transportation Accident Investigation and Safety Board (CTAISB) Act, the Air Operator's helicopter is classed as a military helicopter when conducting missions for the DND. The Air Operator must therefore comply with and

[Find a PWGSC SACC Manual Item](#)

participate in CAF/DND's Flight Safety Programme, as stated in A-GA-135-001/AA-001 "Flight Safety for the Canadian Forces". In particular, the Air Operator must comply with the following requirements prior to the commencement of flying operations:

- 8.1.1 A company Flight Safety Programme must be established. The programme must mirror the goals and objectives of the CAF programme, include the appointment of a Flight Safety Manager or representative who will administer the program and establish an Investigative process for Flight Safety occurrences, incidents, or accidents;
- 8.1.2 A process must be in place to report any Flight Safety occurrences, incidents or accidents, as per the reporting guidelines and timelines established in A-GA-135-001/AA-001 "Flight Safety for the Canadian Forces";
- 8.1.3 In the event of a serious accident the Air Operator must provide Directorate of Flight Safety (DFS) investigators access to all relevant data, personnel, documentation and facilities to support a CAF Flight Safety Investigation. Documents to be provided include, but are not limited to the Company Operations Manual, Company and Aircraft Standard Operating Procedures (SOPs), Aircraft Flight Manual, Aircraft Cockpit Checklist, Aircrew Flight Training Records, Aircraft Logbooks, Aircraft Journey Log and Aircraft Maintenance And parts Manuals. Company subject matter experts must be provided to DFS to assist with an accident investigation, upon request. To reduce hazards to investigating personnel and the environment, the Air Operator must supply a list of known hazardous materials either carried as cargo or integral to the aircraft through design, manufacture, or maintenance; and
- 8.1.4 The Contractor must agree to allow DND/CAF designated personnel to have access to all relevant data, documentation and facilities, for the purpose of conducting a Flight Safety Survey by the Minister of National Defence or his delegate, subject to a minimum notification of two weeks by the DND/CAF.

9. Petroleum Products

- 9.1 The Charterer provides a bulk fuel storage tank at CFMETR. The Contractor must purchase bulk fuel for this tank and refuel from it when the helicopter is engaged in supporting Range Operations. The Charterer will reimburse the Contractor for fuel at a cost based on the average hourly consumption of the helicopter as contained in the aircraft manufacturer's manuals. These charges must be included in the invoice for services. When refueling, the Air Operator will adhere to CAF fire regulations, a hard copy of which will be provided on the first day after contract award.

10. Pre-Positioning

- 10.1 The helicopter will be permitted to remain at CFMETR overnight and on weekends. Positioning and de-positioning charges will be paid only if the Air Operator is asked to return to its base of operations by the Charterer's representative. Pre-positioning fees will be on a Basis of Payment with Firm All inclusive Hourly Rate.
- 10.2 The Air Operator is also authorized to accept other contracts Saturday to Monday inclusive, or at

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other times upon approval by the Charterer.

11. Back-up and Special Operations

- 11.1 The Air Operator must provide one helicopter for the duration of the contract and ensure that a back-up helicopter of the same type is available on four (4) hours notice in the event of unavailability.
- 11.2 The helicopters must be identified by registration number and must be either owned or controlled by the Air Operator in such a manner as to ensure complete control over the helicopter for the period of the Contract.

12. Aircraft Maintenance

- 12.1 The Air Operator must provide all personnel, facilities, supplies and equipment to properly support and perform this contract. Support must include, but need not be limited to, the following helicopter services:
- 12.1.1 Maintenance;
 - 12.1.2 Fleet service;
 - 12.1.3 Supply support, spare parts, and engines;
 - 12.1.4 Operational personnel sufficient to support the contracted services; and
 - 12.1.5 Responsibility for weight and balance of the helicopter on all flights.
- 12.2 The Charterer is under no obligation to provide space for support items and equipment.

13. Aircraft and Crew Appearance

- 13.1 The helicopter interior must be maintained in a condition suitable for passengers and be equipped with upholstered seating. Similarly, crew members must maintain a neat appearance while in performance of this contract.

14. Passenger Logs

- 14.1 The Air Operator must maintain passenger lists in a manner determined by the Charterer.

15. Licensing

- 15.1 The Air Operator must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal Legislation. The Air Operator will be responsible for any charges imposed by such legislation or regulations. Upon request, the Air Operator must provide a copy of any such permit, license or certificate to Canada.

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16. Travel and Living

- 16.1 There will be no travel and living expenses for services at Nanoose Bay, BC. If services are required outside of the immediate and regular CFMETR area of operations then travel and living expenses could be applicable.

Note: All travel and living expenses must have prior authorization of the Project Authority.

17. Key References

- 17.1 The key references mentioned above can be found at the following sites:

- 17.1.1 RCAF Flight Operations Manual:

http://winnipeg.mil.ca/cms/Libraries/FOM_Full_Document/RCAF_Flight_Operations_Manual_-_4_Sep_2014_doc_1.sflb.ashx

- 17.1.2 CARs:

<http://www.tc.gc.ca/eng/acts-regulations/regulations-sor96-433.htm>

- 17.1.3 A-GA-135-001/AA-001, Flight Safety for the Canadian Forces:

<http://airforce.mil.ca/caf/vital/fltsafety/pubs/aga135001aa001-eng.pdf>

- 17.1.4 B-GA-100-001/AA-000, National Defence Flying Orders, Book 1 of 2 Flight Rules:

<http://winnipeg.mil.ca/cms/Files/B-GA-100%20Book%201%20of%202%20Change%209%20english.pdf>

[Find a PWGSC SACC Manual Item](#)

ANNEX B - BASIS OF PAYMENT

1. Contract Period (From October 1, 2015 to September 30, 2017)

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

Table 1		
	A	B
Item	Requirement	Firm All Inclusive Hourly Rate
1	Flight	\$ (Filled in at award)

Estimated Cost: \$ _____ (Filled in at award).

1.2 Cost of Fuel

The cost of fuel will be reimbursed at the verified actual cost per litre, less discount if applicable, with no allowance for overhead or profit on the basis of the verified actual fuel consumption rate by hour and the verified actual number of flying hours.

Estimated Cost: \$ _____ (Filled in at award).

1.3 Extra Services

The Contractor may be requested to utilize available flying hours in support of other experimental tests from time to time, within the performance parameters outlined in the Statement of Work and the capabilities of the aircraft bid. In all cases, these experimental flights must meet DND and TC safety regulations. The Contractor may incur minor expenses in performing these experimental flights. These minor expenses include but are not limited to:

- 1) Launching lightweight exercise torpedoes utilizing a slung experimental launch frame. This is a research and development program.
- 2) Flying with a slung magnetic field sensor. This is a research and development program.
- 3) Photography i.e. the taking of video or still photographs of ships, or test vehicles on the range.
- 4) Air over flights of Navy ships for sensor testing/crew training i.e. occasional use for detection and response evaluation and training for small airborne threats to Naval ships.
- 5) Testing of miscellaneous self contained electronic equipment. This is a research and development program.

In performing these extra services the Contractor will be reimburse at cost.

Estimated Cost: \$ _____ (Filled in at award).

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1.4 Helicopter Type and Registration Number

Table 2			
	A	B	C
Item	Helicopter Type	Registration Number	Litres per Hour
1	(Filled in at award)	(Filled in at award)	(Filled in at award)
2	(Filled in at award)	(Filled in at award)	(Filled in at award)
3	(Filled in at award)	(Filled in at award)	(Filled in at award)
4	(Filled in at award)	(Filled in at award)	(Filled in at award)
5	(Filled in at award)	(Filled in at award)	(Filled in at award)

1.5 Travel & Living Expenses

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

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

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

Estimated Cost: \$_____ (Filled in at award).

1.6 Total Estimated Cost- Contract Period: \$_____ (Filled in at award).

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2. Option to Extend the Term of the Contract

Extended Contract Period (From October 1, 2017 to September 30, 2018)

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

2.1.1 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.

	A	B
Item	Requirement	Firm All Inclusive Hourly Rate
1	Flight	\$ (Filled in at award)

Estimated Cost: \$ _____ (Filled in at award).

2.2 Cost of Fuel

The cost of fuel will be reimbursed at the verified actual cost per litre, less discount if applicable, with no allowance for overhead or profit on the basis of the verified actual fuel consumption rate by hour and the verified actual number of flying hours.

Estimated Cost: \$ _____ (Filled in at award).

2.3 Extra Services

The Contractor may be requested to utilize available flying hours in support of other experimental tests from time to time, within the performance parameters outlined in the Statement of Work and the capabilities of the aircraft bid. In all cases, these experimental flights must meet DND and TC safety regulations. The Contractor may incur minor expenses in performing these experimental flights. These minor expenses include but are not limited to:

- 1) Launching lightweight exercise torpedoes utilizing a slung experimental launch frame. This is a research and development program.
- 2) Flying with a slung magnetic field sensor. This is a research and development program.
- 3) Photography i.e. the taking of video or still photographs of ships, or test vehicles on the range.
- 4) Air over flights of Navy ships for sensor testing/crew training i.e. occasional use for detection and response evaluation and training for small airborne threats to Naval ships.
- 5) Testing of miscellaneous self contained electronic equipment. This is a research and development program.

In performing these extra services the Contractor will be reimburse at cost.

Estimated Cost: \$ _____ (Filled in at award).

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2.4 Helicopter Type and Registration Number

Table 2			
	A	B	C
Item	Helicopter Type	Registration Number	Litres per Hour
1	(Filled in at award)	(Filled in at award)	(Filled in at award)
2	(Filled in at award)	(Filled in at award)	(Filled in at award)
3	(Filled in at award)	(Filled in at award)	(Filled in at award)
4	(Filled in at award)	(Filled in at award)	(Filled in at award)
5	(Filled in at award)	(Filled in at award)	(Filled in at award)

2.5 Travel & Living Expenses

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

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

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

Estimated Cost: \$_____ (Filled in at award).

2.6 Total Estimated Cost- Contract Period: \$ _____(Filled in at award).

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3. Option to Extend the Term of the Contract

Extended Contract Period (From October 1, 2018 to September 30, 2019)

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

3.1.1 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.

	A	B
Item	Requirement	Firm All Inclusive Hourly Rate
1	Flight	\$ (Filled in at award)

Estimated Cost: \$_____ (Filled in at award).

3.2 Cost of Fuel

The cost of fuel will be reimbursed at the verified actual cost per litre, less discount if applicable, with no allowance for overhead or profit on the basis of the verified actual fuel consumption rate by hour and the verified actual number of flying hours.

Estimated Cost: \$_____ (Filled in at award).

3.3 Extra Services

The Contractor may be requested to utilize available flying hours in support of other experimental tests from time to time, within the performance parameters outlined in the Statement of Work and the capabilities of the aircraft bid. In all cases, these experimental flights must meet DND and TC safety regulations. The Contractor may incur minor expenses in performing these experimental flights. These minor expenses include but are not limited to:

- 1) Launching lightweight exercise torpedoes utilizing a slung experimental launch frame. This is a research and development program.
- 2) Flying with a slung magnetic field sensor. This is a research and development program.
- 3) Photography i.e. the taking of video or still photographs of ships, or test vehicles on the range.
- 4) Air over flights of Navy ships for sensor testing/crew training i.e. occasional use for detection and response evaluation and training for small airborne threats to Naval ships.
- 5) Testing of miscellaneous self contained electronic equipment. This is a research and development program.

In performing these extra services the Contractor will be reimburse at cost.

Estimated Cost: \$_____ (Filled in at award).

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3.4 Helicopter Type and Registration Number

Table 2			
	A	B	C
Item	Helicopter Type	Registration Number	Litres per Hour
1	(Filled in at award)	(Filled in at award)	(Filled in at award)
2	(Filled in at award)	(Filled in at award)	(Filled in at award)
3	(Filled in at award)	(Filled in at award)	(Filled in at award)
4	(Filled in at award)	(Filled in at award)	(Filled in at award)
5	(Filled in at award)	(Filled in at award)	(Filled in at award)

3.5 Travel & Living Expenses

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

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

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

Estimated Cost: \$_____ (Filled in at award).

3.6 Total Estimated Cost- Contract Period: \$ _____(Filled in at award).

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ANNEX C - INSURANCE REQUIREMENTS

G2030C (2014-06-26), 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. Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.

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- j. Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
- k. Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
- l. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
- m. Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.
- n. 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.

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G2001C (2014-06-26), Commercial General Liability Insurance

1. The Contractor must obtain Commercial General 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General 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, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. 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.
 - f. Blanket 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.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. 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.

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- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. 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.

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G4001C (2014-06-26) 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.

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- 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:

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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.

G3010C (2008-05-12), All Risk in Transit Insurance

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$700,000.00 per shipment. Government Property must be insured on depreciated cost basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:

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- 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 DND and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

G3001C (2008-05-12), All Risk Property Insurance

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 \$10,000.00. The Government's Property must be insured on depreciated cost basis.

1. 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.
2. 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 DND and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

G2040C (2014-06-26), Environmental Impairment Liability Insurance

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.
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.
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

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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.
- f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
- g. 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:

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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*

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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.

G2020C (2014-03-01), Automobile Liability Insurance

1. The Contractor must obtain Automobile 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 \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

G2002C (2008-05-12), Errors and Omissions Liability Insurance

The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 loss and in the annual aggregate, inclusive of defence costs.

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.
3. The following endorsement must be included:

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

Solicitation No. - N° de l'invitation
W2115-155003/A
Client Ref. No. - N° de réf. du client
W2115-155003

Amd. No. - N° de la modif.
File No. - N° du dossier
104zl.W2115-155003/A

Buyer ID - Id de l'acheteur
104zl
CCC No./N° CCC - FMS No./N° VME

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ANNEX D - SECURITY REQUIREMENTS CHECK LIST