



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Moufid Samri</b></p> <p><b>Bid Receiving - Environment Canada</b> <b>/ Réception des soumissions – Environnement Canada</b></p> <p>Environment Canada   Environnement Canada</p> <p>800 rue de la Gauchetière Ouest, bureau 7810 Montréal (Québec) H5A 1L9</p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUMISSION À:</b> <b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b></p> <p style="text-align: center;"><b>Chartering of Helicopters for Migratory Bird Surveys in Eastern Canada</b></p>	
	<p><b>EC Bid Solicitation No.. – N° de la demande de soumissions EC</b></p> <p style="text-align: center;"><b>5000019097</b></p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2016-01-25</p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p>at– à 2:00 P.M. on – le 2016-03-08</p>	<p><b>Time Zone – Fuseau horaire</b></p> <p><i>Eastern Standard Time (EST)</i></p>
	<p><b>F.O.B – F.A.B</b> Destination</p>	
	<p><b>Address Enquiries to - Addresser toutes questions à</b> <b>Moufid.samri@ec.gc.ca</b></p>	
	<p><b>Telephone No. – N° de téléphone</b> 514-496-2617</p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2016-04-01</p>	
	<p><b>Destination of Services / Destination des services</b> Quebec Region (QC) and Ontario Region (ON)</p>	
	<p><b>Security / Sécurité</b> There is NO security requirement associated with this bid</p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	

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# TITLE Chartering of Helicopters for Migratory Bird Surveys in Eastern Canada

## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security Requirements

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Financial Bid Presentation Sheet, Mandatory Technical Criteria

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

### 2. Summary

2.1 Environment Canada has a requirement for the Chartering of Helicopters for Migratory Bird Surveys in Eastern Canada as detailed in the Statement of Work, Annex "A" to the bid solicitation. The period of the contract is for one year (01): from April 1<sup>st</sup>, 2016 to March 31<sup>st</sup>, 2017. Plus the possibility of two (02) year extension option, one year each.

As part of its mandate to conserve migratory birds, Environment Canada's Canadian Wildlife Service (CWS) uses helicopters to conduct annual surveys of waterfowl and other migratory birds over various suitable habitats in eastern Canada (Ontario and Quebec, among others). These surveys help track the trends, abundance and distribution of migratory bird species – three parameters essential to the sound management of bird populations by CWS. Please See Annex "A".

CWS would like to retain air charter services (rotary-wing aircraft; hereafter, helicopter) in Ontario and Quebec.

The work in the principal mission involves flying a helicopter at low altitude ( $\pm 30$  m) and reduced speed ( $\pm 90$  km/h) over all waterbodies and wetlands (lakes, rivers, streams, ponds, bogs, etc.) in the survey plots in order to count and identify waterfowl species and other birds (for an overview, please see Figures 1, 2 and 3 below). For this survey, the rear passengers identify and count birds – therefore, maximum rear seat visibility is of utmost importance.

- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003 (2015-07-03)
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **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 PWGSC *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.

The standard instructions 2003 are modified as follows:

#### **Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

#### **At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

#### **At Section 05 Submission of Bids, Subsection 05 (2d):**

**Delete:** In its entirety

**Insert:** “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

#### **At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

#### **At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

#### **At Section 08 Transmission by Facsimile, Subsection 08 (1):**

**Delete:** In its entirety

**Insert:** “Bids may be submitted by facsimile if specified in the bid solicitation.”

#### **At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:**

**Delete:** In their entirety

**Insert:** “Deleted”

#### **At Section 17 Joint Venture, Subsection 17 (1) b.:**

**Delete:** “the Procurement Business Number of each member of the joint venture,”

**Insert:** “Deleted”

#### **At Section 20 Further Information, Subsection 20 (2):**

**Delete:** In its entirety

**Insert:** “Deleted”

## 1.1 **Performance Bonds (2010-01-11) E5000C**

In order to ensure that funds will be available to complete the Work in accordance with the conditions of the Contract, the Contractor must, within 15 calendar days after the date of contract award, provide to the Contracting Authority a duly executed performance bond form PWGSC-TPSGC 505. The performance bond must be 10 percent of the Contract Price and must be accepted as security by one of the bonding companies listed in *Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies*.

If Canada does not receive the performance bond within the specified period, Canada may terminate the Contract for default pursuant to the default provision of the Contract.

## 2. **Submission of Bids**

Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

## 3. **Former Public Servant – Competitive Bid**

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

### **Definitions**

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985,

c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than Seven (07) 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.

## **5. Applicable Laws**

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

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



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

Section I: Technical Bid (01 hard copy + 01 soft copy in PDF format by Email)

Section II: Financial Bid (01 hard copy + 01 soft copy in PDF format by Email)

Section III: Certifications (01 hard copy + 01 soft copy in PDF format by Email)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

#### **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

- 1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 01 to Part 3. The total amount of Applicable **Taxes must be shown separately.**
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 01 to Part 3"). **The total amount of Applicable Taxes must be shown separately.**
- 1.3 Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 1.4 **Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for the performance of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day. The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:
  - (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the Quebec and Ontario regions.
  - (ii) Travel between the successful bidder's place of business and the Quebec and Ontario regions; and
  - (ii) The relocation of resourcesto satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
- (b) Equipment (**if applicable**): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (**if applicable**): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (**if applicable**): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (**if applicable**): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (**if applicable**): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.

(g) **Applicable Taxes: The bidders should indicate the Applicable Taxes separately.**

**1.5** Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including 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.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 01 TO PART 3 -  
FINANCIAL BID PRESENTATION SHEET**

The Bidder should complete the Financial Bid Presentation Sheet and include it in its financial bid once completed. As a minimum, the Bidder must respond to this Financial Presentation Sheet by including in its financial bid for each of the periods specified below its quoted all inclusive fixed hourly rate (in Cdn \$) for each of the resource categories identified.

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 administrative overhead or profit, in accordance with meal allowances, use of a private vehicle and incidental allowances specified in Appendices B, C and D of the Travel Directive of the National Joint Council, and other provisions of the Directive relating to "travelers", rather than those referring to "employees".

All travel must be previously authorized by the project manager.

The cost of authorized travel and living expenses will be paid upon presentation of a detailed statement of costs accompanied by appropriate receipts. All payments are subject to government audit.

Item	PERIOD	HOURLY RATE FIRM ALL INCLUDED (In \$ CAN)	Volumetrics (estimation)	Total (\$ CAN)
		A	B	C = A x B
<b>1</b>	<b>Contract : form April 01<sup>st</sup>, 2016 to March 30<sup>th</sup>, 2017</b>			
Quebec	120 h Helicopter Flights in Quebec		165 h	
Ontario	45 h Helicopter Flights in Ontario			
Provision	Other costs: Gasoline, authorized landing and living, all on receipts.			60,000\$
<b>Total Contrat : A</b>				
<b>2</b>	<b>Contract : form April 01<sup>st</sup>, 2017 to March 30<sup>th</sup>, 2018</b>			
Quebec	120 h Helicopter Flights in Quebec		165 h	
Ontario	45 h Helicopter Flights in Ontario			
Provision	Other costs: Gasoline, authorized landing and living, all on receipts.			60,000\$
<b>Total for the optional period 1: B</b>				
<b>3</b>	<b>Contract : form April 01<sup>st</sup>, 2018 to March 30<sup>th</sup>, 2019</b>			
Quebec	120 h Helicopter Flights in Quebec		165 h	
Ontario	45 h Helicopter Flights in Ontario			
Provision	Other costs: Gasoline, authorized landing and living, all on receipts.			60,000\$
<b>Total for the optional period 2: C</b>				
<b>4</b>	Evaluated price (excluding applicable taxes): (ie of the sum of: A + B + C)			\$ _____
<b>5</b>	Applicable Taxes Quebec 14.975%			
	Applicable Taxes Ontario 13%			

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

##### **1.1.1 Mandatory Technical Criteria – See ATTACHMENT 01 TO PART 4,**

#### **1.2 Evaluation of Price**

The price of the bid is evaluated in Canadian dollars, without any applicable taxes, but with customs duties and excise taxes applicable to Canada.

For evaluation purposes only, the price of the bid will be determined as follows:

**Total Contract (A) + Total for 1 option period (B) + Total for period 2 optional (C)**

- 1.2.1** The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 1.2.2** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 01 to Part 3.

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

- 1. To be declared responsive, a bid must:
  - a. comply with all requirements of the bid solicitation;
  - b. meet all mandatory criteria.
- 2. Bids that do not meet the requirement (a) or (b) will be declared non-responsive.
- 3. The responsive bid with the Lowest total evaluated price will be recommended for award of a contract.

**ATTACHMENT 01 TO PART 4,  
MANDATORY TECHNICAL CRITERIA**

<b>N*</b>	<b>MANDATORY CRITERIA</b>	<b>Met</b>	<b>Not- Met</b>
<b>MC1</b>	Type of helicopter: Astar 350, Bell 206-L or equivalent as described in Appendix A (see footnote a).		
<b>MC2</b>	The same type of helicopter must be available for the two missions.		
<b>MC3</b>	The two (2) helicopters will be equipped with "pop-out" float skids.		
<b>MC4</b>	Rear windows are configured to enhance visibility as described in section <i>Maximum rear seat visibility</i> in Appendix A. The proponent must provide photos (left and right sides) of both helicopters identified for the missions in order to confirm the outside configuration of the cabin (see footnote a).		
<b>MC5</b>	Pilots-in-command at the time of the missions must have flown a rotary-wing aircraft for at least 2000 hours, including 1000 hours as the specified type of pilot-in-command and 500 hours in regions similar to those described in Appendix A (see footnote a).		
<b>MC6</b>	Pilots-in-command at the time of the missions must have extensive experience piloting wildlife surveys similar to the one described in the <i>Statement of Requirements</i> in Appendix A (see footnote a).		
<b>MC7</b>	Pilots-in-command must be able to communicate fluently in English for the Ontario mission and must be able to communicate fluently in French for the Quebec mission.		
<b>MC8</b>	Proponent must respond to simultaneous service requests. Supplier has two helicopters required from the outset for the two simultaneous missions (one in Ontario and one in Quebec).		
<b>MC9</b>	In the event of an equipment or mechanical breakdown, proponent must replace the defective helicopter (with an equivalent one) within two days, knowing that the two missions are conducted simultaneously.		
<b>MC10</b>	Proponent must replace a pilot-in-command in the event of non-conformity with the job description (on request from the CWS head of mission) or emergency (e.g. sickness), knowing that the two missions are conducted simultaneously.		

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The proponent must describe with pertinent details how they meet all mandatory technical criteria.

## **PART 5 - CERTIFICATIONS**

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

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

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

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 (2014-09-25). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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.

### **2. Additional Certifications Required Precedent to Contract Award**

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

#### **2.1 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. Failure to comply with the request may result in the bid being declared non-responsive.



## **PART 6 – SECURITY REQUIREMENTS**

### **1. Security Requirement**

No security requirement is applicable to this request.

### **2.0. 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 the contract.

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

## PART 7 - RESULTING CONTRACT

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

**Title:** *Chartering of Helicopters for Migratory Bird Surveys in Eastern Canada*

### 1. Statement of Work

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

### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### At Section 12 Transportation Costs

**Delete:** In its entirety

**Insert:** "Deleted"

#### At Section 13 Transportation Carriers' Liability

**Delete:** In its entirety.

**Insert:** "Deleted"

#### At Section 18, Confidentiality:

**Delete:** In its entirety

**Insert:** "Deleted"

#### Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

#### 2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

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

#### 2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ *(insert name(s) of person(s))*.

### 3. Security Requirement

3.1 There is no security requirement applicable to this Contract.

#### 4. Term of Contract

##### 4.1 Period of the Contract

The Work is to be performed during the period of April 1<sup>st</sup>, 2016 to March 31<sup>st</sup>, 2017

##### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 03 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.

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Moufid Samri**  
Title: Procurement agent  
Environment Canada  
Procurement and Contracting Division  
Address: 105, McGill, 5th floor - Montréal (QC) H2Y 2E7

Telephone: 514-496-2617  
E-mail address: moufid.samri@canada.ca

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

##### 5.2 Technical Authority – will be determined in the contract

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to

authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Proactive Disclosure of Contracts with Former Public Servants

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

## 7. Payment

*Remark to Contracting Authority: See suggested options below. The basis of payment should reflect the basis of payment proposed in the Financial Bid Presentation Sheet, as applicable and at contract award the basis of payment must be consistent with the basis of payment provided by the successful bidder.*

### 7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

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

### 7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and the 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:
  - (i) when it is 75 percent committed, or

- (ii) four (4) months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (b) 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.

### **7.3 PWGSC SACC Manual Clauses**

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

### **7.4 Time Verification**

C0711C (2008-05-12) - Time Verification

## **8. Invoicing Instructions**

### **8.1 Progress Payments**

8.1.1 The Contractor must submit invoices (*choose monthly or other timeframe*) in accordance with the section entitled "Invoice Submission" of the general conditions.

8.1.2 Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to \_\_\_\_\_ percent of the amount claimed and approved by Canada if:

- (a) an accurate and complete claim for payment in the form of an itemized account and any other documents required by the Contract is submitted in accordance with the invoicing provisions of the Contract;
- (b) the amount claimed is in accordance with the basis of payment;
- (c) the total amount for all progress payments paid by Canada does not exceed \_\_\_\_\_ percent of the total amount to be paid under the Contract;
- (d) all such documents have been verified by Canada;
- (e) the work delivered has been accepted by Canada.

8.3 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

8.4 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

## **9. Certifications**

### **9.1 Compliance**

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

## **10. Applicable Laws**

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

## **11. 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) G2001C Supplemental General Conditions (2014-06-26)
- (c) 2010B General Conditions - Professional Services (Medium Complexity) (2014-09-25) as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements
- (j) The Contractor's bid dated .....

## **12. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

**ANNEX \_\_\_\_**  
**STATEMENT OF WORK**

**APPENDIX A**

**Statement of Work**

**Chartering of Helicopters  
for Migratory Bird Surveys in Eastern Canada**

**Background**

As part of its mandate to conserve migratory birds, Environment Canada's Canadian Wildlife Service (CWS) uses helicopters to conduct annual surveys of waterfowl and other migratory birds over various suitable habitats in eastern Canada (Ontario and Quebec, among others). These surveys help track the trends, abundance and distribution of migratory bird species – three parameters essential to the sound management of bird populations by CWS.

**Statement of Requirements**

CWS would like to retain air charter services (rotary-wing aircraft; hereafter, helicopter) in Ontario and Quebec.

The work in the principal mission involves flying a helicopter at low altitude ( $\pm 30$  m) and reduced speed ( $\pm 90$  km/h) over all waterbodies and wetlands (lakes, rivers, streams, ponds, bogs, etc.) in the survey plots in order to count and identify waterfowl species and other birds (for an overview, please see Figures 1, 2 and 3 below). For this survey, the rear passengers identify and count birds – therefore, maximum rear seat visibility is of utmost importance.

The principal mission must be conducted during a specific time period: this period occurs in the spring (see province-specific details below) when waterfowl species arrive in breeding pairs on their nesting sites. This period varies slightly from one year to the next, depending on the spring conditions underway. The CWS head of the principal mission will be able to specify the dates chosen for the annual survey approximately one month before the survey commences.

Based on CWS' annual needs (mandate and budget), other missions could be added to the principal one in Quebec and/or Ontario. These missions could include helicopter flights for another migratory bird survey in a new area, assisting work with migratory bird banding, wildlife emergency response to a spill, etc.

**FOR 2016-2017**

**Minimum total hours guaranteed (Ontario and Quebec) = 165 hours**

Maximum possible total hours (Ontario and Quebec) = 350 hours

NOTE: Principal mission hours are guaranteed. Other missions may be possible during the year, up to the maximum possible hours.

**Details for Ontario's principal mission:**

- Eastern Waterfowl Survey: 20 plots measuring 5 km x 5 km surveyed annually (see Figure 1 below)
- Southern Ontario Waterfowl and Wetlands Plot Survey: 10-15 plots measuring 1.6 km x 1.6 km (see Figure 2 below)

**- Minimum guaranteed hours: 45 hours**

- Number of estimated hours for the principal mission: 45 to 60 hours of flight time (averaging 6 hours per day)
- Period: between May 1 and May 25 (about 9 consecutive days)
- Crew: three observers and luggage
- Operating bases (for information purposes, based on the geographic distribution of plots to be surveyed in Ontario according to the annual rotation; non-exclusive): Pembroke, Parry Sound, Sudbury, Elliot Lake, Chapleau, Timmins, Kapuskasing, and Hearst.
- Desired departure location: Pembroke airport

- **IMPORTANT:** Pilot must be able to communicate fluently in English during the mission with the crew.

### **Details for Quebec's principal mission:**

- Eastern Waterfowl Survey: 83 plots measuring 5 km x 5 km surveyed annually (see Figure 1 below)
- St. Lawrence lowlands Survey: 144 plots measuring 2 km x 2 km surveyed annually (see Figure 3 below)

### **- Minimum guaranteed hours: 120 hours**

- Number of estimated hours for the principal mission: 120 to 145 hours of flight time (averaging 6 hours per day)
- Period: between April 15 and June 5 (about 20 consecutive days)
- Crew: three observers and luggage
- Operating bases (for information purposes, based on the geographic distribution of plots to be surveyed in Quebec, according to an annual rotation; non-exclusive):
  - South: Lachute, Gatineau, Arnprior (ON), Pembroke (ON), North Bay (ON), Dorval, Les Cèdres, Saint-Hubert, Mascouche, St-Hyacinthe, Bromont, Drummondville, Sherbrooke, Trois-Rivières, Victoriaville, Thetford Mines, Saint-Georges, Rivière-du-Loup and Quebec City
  - North: La Tuque, Parent, Mont-Laurier, Maniwaki, Saint-Bruno-de-Guigues, Rouyn, Val-d'Or, Amos, La Sarre, Matagami, Némiscau, Témiscamie, Chibougamau, Bagotville, Chicoutimi, Saint-Honoré, Alma, Roberval, Dolbeau, Saint-Irénée, Forestville, Baie-Comeau, Sept-Îles, Havre-Saint-Pierre, Natashquan, Manic-Cinq and Chutes-des-Passes
- Desired departure city: Quebec City Airport
- **IMPORTANT:** Pilot must be able to communicate fluently in French during the mission with the crew.

## **Helicopter, Pilots-in-command and Proponent Details**

### **Required features for the helicopters dedicated to the simultaneous principal missions in Ontario and Quebec:**

1. **Type of helicopter:** Astar 350, Bell 206-L or equivalent
  - able to transport three observers and luggage
  - excellent visibility for observers
  - Equipped with a 110-V power adapter for running computer equipment (laptops, GPS, external monitor, etc.).
2. **Pop-out float skids** because of limited visibility of a helicopter with fixed floats and safety concerns with constantly flying over aquatic environments. Note: fixed floats do not meet the mandatory technical criteria.
3. **Maximum rear seat visibility**
  - If Astar 350, the optimal configuration would be full window on rear-sliding doors (left AND right side); otherwise, a full window on rear-sliding door behind front passenger and a flat window (no-bubble) on rear-sliding door behind the pilot would be considered adequate. Wedge windows in the rear will be considered but with a lower preference.
  - If Bell 206-L, bubble windows are required in the rear.
  - Any other equivalent helicopter should be equipped to offer the maximum visibility possible for rear seat observers.
  - Note: in the proposal, the proponent must provide a detailed description of the door and window configuration (with pictures of the right and left sides) of the two helicopters assigned for both principal missions (Ontario and Quebec).

### **Required experience and ability of the pilots-in-command:**

1. Given the very technical nature of the work (low altitude, remote environment, numerous hours per day), the pilots-in-command (one in Ontario, one in Quebec) at the time of the missions must have flown a helicopter for at least 2000 hours, including 1000 hours as the specified type of pilot-in-command and 500 hours in regions similar to those where the above-mentioned operations will take place.



2. The pilot assigned to the mission in Ontario must be able to communicate fluently in English because the crew will be English-speaking. The pilot assigned to the mission in Quebec must be able to communicate fluently in French because the crew will be French-speaking.

**Requirements of the proponent:**

1. Ability to respond to simultaneous service requests (simultaneous availability of two helicopters). Since the survey period overlaps in Ontario and Quebec from approximately May 1 to May 20, two separate, but identical, helicopter types are required, one for the mission in Ontario and one for Quebec. If there is an equipment or mechanical failure that cannot be quickly repaired (see paragraph below), the availability of a third helicopter becomes a requirement.
2. Ability to replace a helicopter in the event of an equipment or mechanical breakdown or safety issue. If either helicopter breaks down during the mission, the proponent must agree to quickly repair it (within two days) or provide another helicopter (if the repair cannot be done within two days) so that the missions can resume as soon as possible, given the nature of the project (short period concurrent with the survey period).
3. Ability to quickly replace (within two days) a pilot-in-command in the event of non-conformity with the job description (on request from the CWS head of mission) or emergency (e.g. sickness).
4. Positioning of helicopters: the proponent must not charge positioning fees, either at the beginning or the end of the mission. Likewise, the proponent must not charge positioning fees in the event of a breakdown (requiring the services of a helicopter mechanic) or the replacement of a helicopter or pilot-in-command. The only positioning fees that CWS agrees to pay are those relating to circumstances resulting from its own needs (e.g., interruption of the mission should a crew member become ill).

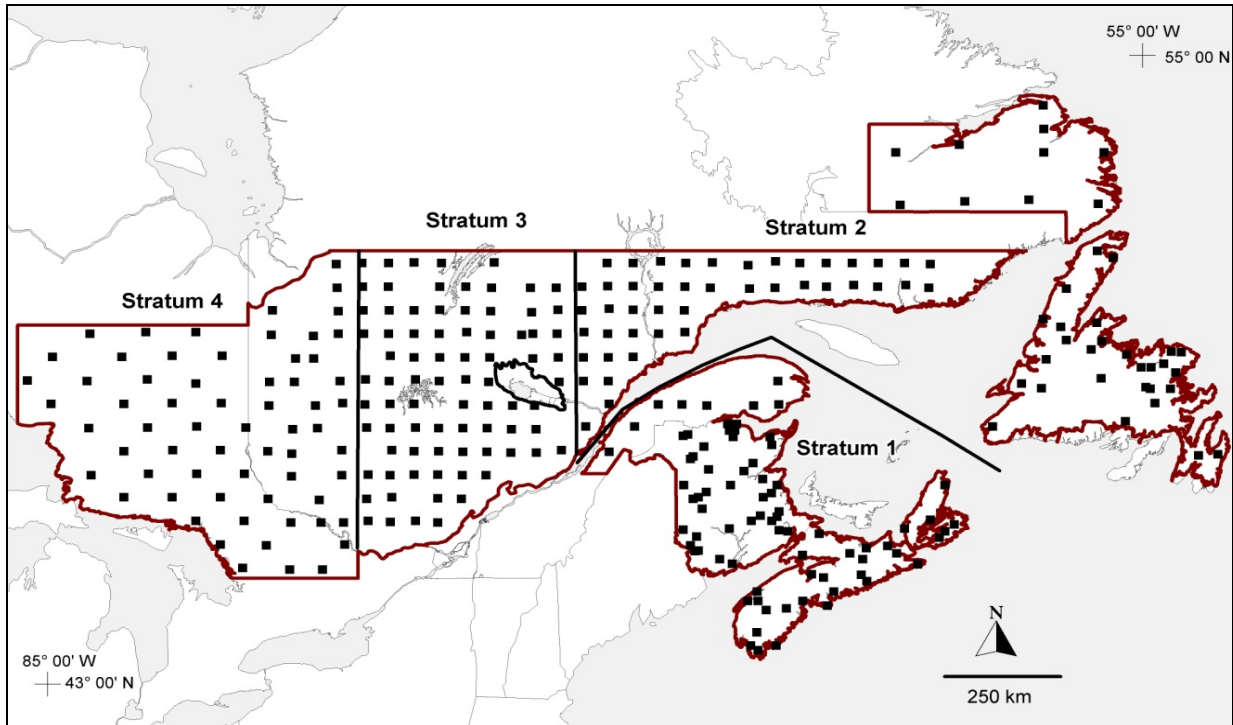
**FOR 2017-2018 AND 2018-2019**

**Option to extend the contract**

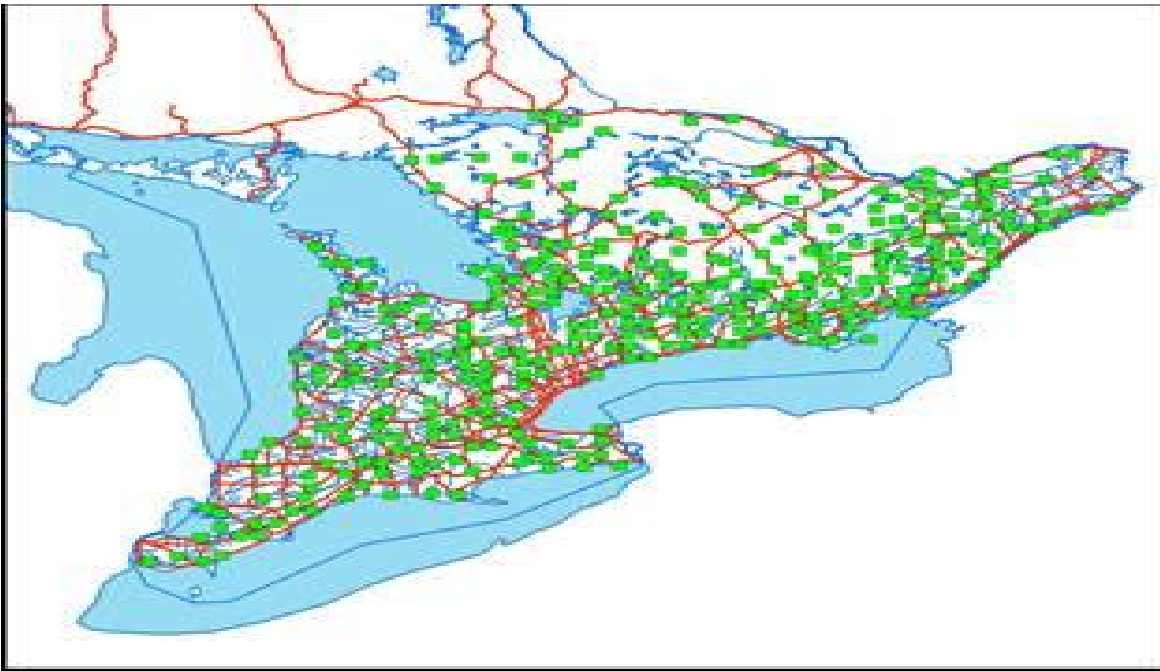
The Contractor grants Canada the irrevocable option to extend the term of the contract for two (2) periods of one (1) year, from April 1, 2017 to March 31, 2018 and from April 1, 2018 to March 31, 2019, under the same terms and conditions. The Contractor agrees that, during the Contract extension period, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

Canada may exercise the option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the contract expiry date. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

**Figure 1.** Study area and distribution of plots (5 km x 5 km) for the Eastern Waterfowl Survey (Ontario and Quebec). **NOTE: The Atlantic provinces are excluded for the purposes of this request.**



**Figure 2.** Distribution of plots (1.6 km × 1.6 km) for the Southern Ontario Waterfowl and Wetlands Plot Survey in Ontario. Note: only northern plots to be surveyed by helicopter.



**Figure 3.** Distribution of plots (2 km × 2 km) for the waterfowl survey in the St. Lawrence lowlands (agricultural plain) in Quebec



**ANNEX B  
BASIS OF PAYMENT**

During the contract period, for the work performed under the contract, the Contractor will be paid as follows:

Contract Period - 1 April 2016 to 31 March 2017

According to the all-inclusive fixed rate in accordance with the following:

Item	PERIOD	HOURLY RATE FIRM ALL INCLUDED (In \$ CAN)	Volumetrics (estimation)	Total (\$ CAN)
		A	B	C = A x B
<b>1</b>	<b>Contract : form April 01<sup>st</sup> , 2016 to March 30<sup>th</sup> , 2017</b>			
<b>Quebec</b>	<b>120 hrs</b> Helicopter Flights in Quebec		<b>165 hrs</b>	
<b>Ontario</b>	<b>45 hrs</b> Helicopter Flights in Ontario			
<b>Provision</b>	Other costs: Gasoline, authorized landing and living, all on receipts.			60,000\$
<b>Total Contrat</b>				
<b>Taxes</b>	<b>Applicable Taxes Quebec 14.975%</b>			
	<b>Applicable Taxes Ontario 13%</b>			

**For the two optional years, the basis of payment will remain the same.**

1. First optional Contract Period, year 2: 1 April 2017 to 301 in March 2018
2. Last option period of the contract, 3 year: 1 April 2018 to 301 in March 2019

**ANNEX C**  
**INSURANCE REQUIREMENTS**

**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.
  - l. 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.

- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- q. 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.