



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

SOLICITATION AMENDMENT

MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

| | |
|---|--|
| Title - Sujet Aircraft Charter - CCG Crew Change | |
| Solicitation No. - N° de l'invitation F1719-160001/A | Amendment No. - N° modif. 003 |
| Client Reference No. - N° de référence du client F1719-160001 | Date 2016-06-23 |
| GETS Reference No. - N° de référence de SEAG PW-\$VIC-249-6994 | |
| File No. - N° de dossier VIC-6-39008 (249) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-06-28 | |
| Time Zone Fuseau horaire Pacific Daylight Saving Time PDT | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Cress, Christine | Buyer Id - Id de l'acheteur vic249 |
| Telephone No. - N° de téléphone (250) 363-8442 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SEE HEREIN | |

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Requirement – Bid

The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.2 Comprehensive Land Claims Agreement(s)

This procurement is subject to the Nunavut Land Claims Agreement.

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.

1.4 Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.5 Canadian Content

The requirement is limited to Canadian goods and/or services.

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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 Former Public Servant

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (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;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

3.1.1 Exchange Rate Fluctuation C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria – AT SOLICITATION CLOSING

See Section A.2 of Annex A.

4.1.2 Financial Evaluation SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

4.2 Basis of Selection

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

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

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 provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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.

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Requirement - Contract

The Contractor must provide passenger service flights in accordance with the Requirement at Annex "A".

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.1.1 Cancellation of Flights

Section 21 of general conditions 2010C is amended by adding the following subsection:

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

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before September 30, 2016.

6.4.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the

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Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before February 1, 2016 by sending a written notice to the Contractor.

6.4.3 Comprehensive Land Claims Agreement(s)

The Contract is subject to the Nunavut Land Claims Agreement.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Christine Cress
Public Works and Government Services Canada
Pacific Region, Acquisitions
401 – 1230 Government St
Victoria, BC V8W 3X4

Telephone: 250-363-8442
Facsimile: 250-363-0395
E-mail address: christine.cress@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.

6.5.2 Project Authority

The Project Authority for the Contract is: (to be determined at 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 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.

6.5.3 Contractor's Representative (Bidder to fill in or delete as applicable.)

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

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

6.6 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.

6.7 Payment

6.7.1 Basis of Payment – Limitation of Expenditure

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 \$_____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be determined at contract award). Customs duties are included and Applicable Taxes are extra.
2. 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:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. 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.

6.7.3 Method of Payment

H1001C (2008-05-12), Multiple Payments

6.7.4 SACC Manual Clauses

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

6.8 Invoicing Instructions

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

Each invoice must show:

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

- d. the call-up number;
- e. all direct expenses, supported by a copy of invoice.

Each original invoice for flying must be supported by charter tickets signed by the Charterer after each flight, showing that the service covered by the invoice has been completed in accordance with the Contract.

2. The invoice 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.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

6.10 Applicable Laws

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

6.11 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. the general conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
- c. ANNEX A - REQUIREMENT;
- d. ANNEX B – BASIS OF PAYMENT;
- e. ANNEX C - INSURANCE REQUIREMENTS;
- f. ANNEX D - CUSTOMER SAFETY BRIEFING;
- g. the Contractor's bid dated _____.

6.12 SACC Manual Clauses

| | | |
|--------|---------------|--|
| A0038C | 2006-06-16 | Air Transportation |
| A9068C | (2010-01-11), | Government Site Regulations |
| B4028C | 2008-05-12 | Air Charter Conditions |
| B4030C | 2006-06-16 | Aircrew Requirements – Fixed Wing Aircraft |
| B4032C | 2006-06-16 | Safety Briefing |
| D3014C | 2007-11-30 | Transportation of Dangerous Goods/Hazardous Products |
| D5324C | 2007-11-30 | Inspection |

6.13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex “C”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX A - Statement of Work

Canadian Coast Guard CCGS Sir Wilfrid Laurier Arctic Crew Change Requirements

A.1 REQUIREMENT:

Provide an aircraft and crew to carry out two (2) Canadian Coast Guard crew changes in the Arctic during the summer, with an option for additional services within the same general timeframe in 2017.

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

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

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

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

Crew change dates and forecasted locations are:

09 August 2016 - YCO Kugluktuk Airport

20 September 2016 - YCB Cambridge Bay Airport

Number of passengers per flight up to 45.

Meal and beverage service is to be included in the firm price for each flight.

Weight requirements:

- Up to 45 passengers with an allowance for 100 pounds of luggage per person;
- An additional 8,550 pounds of provisions and supplies on the northbound flight from Victoria only; there will be considerably less weight on the return flight as there will be no provisions (supplies may include small quantities of dangerous goods).

A.2 MANDATORY TECHNICAL EVALUATION CRITERIA – AT SOLICITATION CLOSING:

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

Bidders must address any concerns with the Mandatory Technical Criteria below in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal.

Bidders must address each mandatory criteria listed below, state whether the product offered “Meets or Exceeds” or “Doesn’t Meet” and provide supporting documentation describing completely and in detail how each requirement is met or addressed.

| Item | Description Mandatory technical evaluation criteria | Meet or Exceeds | Does not meet | Cross-reference or page no. to supporting documentation in your bid. |
|------|--|-----------------|---------------|--|
| a. | Provision of current Air Operator Certificate (AOC) issued by Transport Canada. | | | |
| b. | Provision of current Domestic and International (if applicable) Licence issued by the Canadian Transportation Agency. | | | |
| c. | The aircraft supplied must be capable of carrying a minimum 22,050 lbs. (10,002 Kg 16,500 lbs (7,485 Kg) Payload AND a minimum of 45 passengers. | | | |
| d. | The aircraft supplied must be capable of landing and take-off on gravel runways. | | | |
| e. | Bidder must complete the “Aircraft Data Sheet” at Section A.3 of Annex A for each type of aircraft proposed for the services described herein. | | | |

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A.3 AIRCRAFT DATA SHEET

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

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

ANNEX B - BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the basis of payment detailed below:

1. All-inclusive Firm Charter Price: Bidders must submit all-inclusive firm prices for each of the three (3) forecasted destination/routes listed below. Firm pricing must include:
All aircraft, equipment, labour, crew travel costs, oil, in flight beverage and snacks, airport landing fees and terminal fees (Terminal fees are air traffic control fees);
All costs associated with repositioning of the aircraft and aircrew.
Base Fuel Costs (See Note 1 below)

2. Reimbursable expenses: Airport Fee, NavCan Charges, Air Travellers Security Charge and Miscellaneous Charges -

Airport Improvement Fee (AIF), if applicable, shall be reimbursed at cost, with no allowance for overhead or profit. In lieu of receipts, the Carrier must provide evidence of the airport charge at the commencement of the charter.

NavCan Charges and Miscellaneous Charges such as ground handling (Ground handling includes marshalling of the aircraft to terminal, luggage handling, lavatory cleaning, etc.) and deicing (if required), shall be reimbursed at cost, supported by receipts, with no allowance for overhead or profit.

Air Travelers Security Charges (ATSC), if applicable, will be paid by the Charterer and collected by the Carrier at listed Airports for the ATSC.

Reimbursable expenses are NOT to be included in the Firm Charter Price.

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

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

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

FIRM REQUIREMENT –
For each of two (2) flights to any of (2) destinations, on August 9, 2016 and September 20, 2016:

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

****Notes:**

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

Estimated Reimbursable Expenses

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

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

NOTES:

- i. Base Fuel Costs : shall be calculated as follows:
Quoted Flight Distance (A) multiplied by Quoted Fuel Consumption (D)
multiplied by the Evaluation Fuel Rate of \$1.00/L.
- ii. Evaluation Fuel Rate: For the purpose of evaluation, the fuel rate listed below shall be utilized in all calculations.
CDN \$ 1.00/Litre, taxes included.
- iii. Fuel Cost Adjustment:
Fuel Surcharge/Discount (if applicable) will be invoiced based on the actual price of the fuel over/under the base fuel rate on the day of the flight and will be supported with copies of the receipt, with no allowance for overhead or profit.

OPTIONAL REQUIREMENT (CANADA OPTION) – To be exercised at any time before 01 February 2017 for delivery within the same general timeframe in 2017:

For each of two (2) flights to any of (2) destinations, on August 9, 2016 and September 20, 2016:

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

**Notes:

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

Estimated Reimbursable Expenses

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

| Description | Quantity | Unit of Issue | Rate | Extended Total |
|-------------------------------|----------|---------------|--------------|----------------|
| Airport Improvement Fee (AIF) | | | CAD \$ _____ | CAD \$ _____ |

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| | | | | |
|---------------------------------------|--|--|--------------|--------------|
| NavCan charges | | | CAD \$ _____ | CAD \$ _____ |
| Ground handling charges | | | CAD \$ _____ | CAD \$ _____ |
| Deicing (if required) | | | CAD \$ _____ | CAD \$ _____ |
| Air Travelers Security Charges (ATSC) | | | CAD \$ _____ | CAD \$ _____ |
| Estimated Total (GST/HST Extra) | | | | CAD \$ _____ |

NOTES:

- i. Base Fuel Costs : shall be calculated as follows:
Quoted Flight Distance (A) multiplied by Quoted Fuel Consumption (D)
multiplied by the Evaluation Fuel Rate of \$1.00/L.
- ii. Evaluation Fuel Rate: For the purpose of evaluation, the fuel rate listed below shall be utilized in all calculations.
CDN \$ 1.00/Litre, taxes included.
- iii. Fuel Cost Adjustment:
Fuel Surcharge/Discount (if applicable) will be invoiced based on the actual price of the fuel over/under the base fuel rate on the day of the flight and will be supported with copies of the receipt, with no allowance for overhead or profit.

ANNEX C - INSURANCE REQUIREMENTS

Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Employees and, where applicable, Volunteers must be included as Additional Insured.
 - (f) Aviation Passenger Liability and inclusive Medical Payments:
If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
 - (g) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
 - (j) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
 - (k) 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.
 - (l) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Aircraft Charter Insurance

1. The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
 - (a) liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
 - (b) in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
 - (i) \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
 - (ii) \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
 - (iii) \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
2. The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
3. The Contractor's insurance must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional

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

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada

All Risk in Transit Insurance

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$ 250,000 per shipment. Government Property must be insured on Replacement Cost (new) basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
 - (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
 - (b) Loss Payee: Canada as its interest appears or as it may direct.
 - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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ANNEX D - CUSTOMER SAFETY BRIEFING

The Safety briefing must include as a minimum the following:

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

SURVIVAL IN EMERGENCY

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

CUSTOMER SAFETY BRIEFING CONFIRMATION

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

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

Carriers' Representative

Charterer's Representative

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