



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St./11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Helicopter - Churchill	
Solicitation No. - N° de l'invitation 23239-171525/A	Date 2017-04-06
Client Reference No. - N° de référence du client 23239-171525	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZL-105-31354	
File No. - N° de dossier 105zl.23239-171525	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-04-26	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Wilcox, Cory	Buyer Id - Id de l'acheteur 105zl
Telephone No. - N° de téléphone (819) 420-0770 ()	FAX No. - N° de FAX (819) 956-9235
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Special Projects/Projets Spéciaux
11 Laurier St./11, rue Laurier
Place du Portage/, Phase III
Floor 10C1/Étage 10C1
Gatineau
Québec
K1A 0S5

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

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PART 1 – GENERAL INFORMATION

1. Introduction

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

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

The Attachments include the Technical Criteria, Pricing Schedule and Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Basis of Payment, Insurance Requirements, Non-Disclosure Agreement and Task Authorization Form PWGSC-TPSGC 572.

2. Summary

The Polar Continental Shelf Program (PCSP) of Natural Resources Canada requires the services of light single engine helicopters of type Bell 206 L-R and Bell 206 L-3, or equivalent, to support its field operations primarily in and around Churchill, Manitoba.

The helicopters must be based, or must be able to operate, Churchill, Manitoba.

The helicopters may be required to operate from other locations in northern Manitoba, Northwest Territories, and Nunavut, Canada.

The helicopters will be required for supporting the PCSP's operations activities including, but not limited to: support to science research activities, wildlife surveys and capture, mobilizing camps, search and rescue, filming, slinging equipment and fuel.

The period of the Contract is from date of award to December 31, 2017 inclusive. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to (4) four additional (1) one year periods under the same conditions.

This procurement is subject to the Agreement on Internal Trade (AIT).

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This procurement consists of Transportation Services which are excluded from the application of the NAFTA as per annex 1001.1b-2, Class V.

This procurement is not listed under appendix 1 of the WTO-AGP.

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.

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 120 calendar days.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids transmitted to PWGSC by electronic mail will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? YES () NO ()

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror 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;

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- 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 (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.

5. Applicable Laws

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

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

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies);

Section II: Financial Bid (2 hard copies); and

Section III: Certifications (2 hard copies).

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#).

To assist Canada in reaching its objectives, bidders should:

1. use paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

Section I: Technical Bid

- a) Bidders must complete their technical bid by using the PDF fillable form in Attachment 1 to Part 3 - Technical Bid.
- b) Bidders should complete the interactive form electronically before printing the document for submission.
- c) Any additional technical information (supporting documentation) is to be included in technical bid package (additional information).

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Section II: Financial Bid

- a) Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 2 to Part 3. The total amount of Applicable Taxes must be shown separately.
- b) Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- c) When preparing their financial bid, Bidders should review Annex B - The Basis of Payment and Part 4 - Financial Evaluation, clause 1.2.

Section III: Certifications

In Section III of their bid, bidders should provide the certifications required under Part 5 and, as applicable, any associated additional information.

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

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ATTACHMENT 1 TO PART 3 TECHNICAL BID

See attached PDF Fillable Form - Attachment 1 to Part 3 - Technical Bid.pdf

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ATTACHMENT 2 TO PART 3

PRICING SCHEDULE

See attached Excel™ Workbook - Attachment 2 to Part 3 - pricing schedule.xls

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ATTACHMENT 3 to PART 3

CERTIFICATIONS

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 3

1.2 Financial Evaluation

- 1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 2 to Part 3 are provided for bid evaluated price determination only. They are not to be considered as a contract guarantee.
- 1.2.2 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 2 to Part 3.

2. Basis of Selection

2.1 Basis of Selection - Lowest Compliant Evaluated Price

To be declared responsive, a bid must:

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

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

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

Bidders must complete their Certifications by using the PDF fillable form in Attachment 3 to Part 3 – Certifications.

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

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

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PART 6 – FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability

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

2. Insurance Requirements

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

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

PART 7 – RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

1.1 Task Authorization

1.1.1 Work described at Annex A, Statement of Work, with the exception of Stream 1 described in Annex A, Statement of Work, article 2.2 will be performed under the Contract on an “as and when requested basis”.

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

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

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

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

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

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

1.2 TA Authority and Limit

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

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

1.3 TA Process

1.3.1 For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex E Task Authorization Form PWGSC-TPSGC 572, containing as a minimum:

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

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

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

1.4 TA Authorization

The TA Authority will authorize the TA based on:

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

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

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

1.5 Minimum Work Guarantee - All the Work - Authorized TAs

1.5.1

"Maximum Contract Value" means the sum specified in Contract clause 5.3, Limitation of Expenditure - Cumulative Total of All Authorized TAs; and "Minimum Contract Value" means 60% of the Maximum Contract Value.

1.5.2

Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.5.3 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

1.5.3

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

1.5.4

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

1.6 Periodic Usage Reports - Contracts with TAs

1.6.1

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

1.6.2

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

The reporting periods are defined as follows:

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

1.6.3

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

- a) the TA number appearing on the TA form;
- b) the date the task was authorized appearing on the TA form;
- c) the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- d) the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
 - i) the TA revision number;
 - ii) the date the revision to the task was authorized;
 - iii) the authorized increase or decrease (Applicable Taxes extra);
 - iv) the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
- e) the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;

-
- f) the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
 - g) the total amount of Applicable Taxes invoiced;
 - h) the total amount paid, Applicable Taxes included;
 - i) the start and completion date of the task (as last revised, as applicable); and
 - j) the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

1.6.4

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

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Non-disclosure Agreement

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

3. Term of Contract

3.1 Period of the Contract

The period of the Contract is from date of contract award to March 31, 2018 inclusive.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

3.3 Option to Extend - Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 30 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 60 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

3.4 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Corey Wilcox
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Project Delivery Services Division –ZL
Division des Services de réalisation des projets- ZL
11 Laurier Street

Gatineau, Québec K1A 0S5
Telephone: 819-420-0770
Facsimile: 819-956-2675
E-mail address: corey.wilcox@tpsgc-pwgsc.gc.ca

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

4.2 Technical Authority

(The Technical Authority will be identified at Contract award)

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Contractor's Representative

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

5. Payment

5.1 Basis of Payment

5.2 TA subject to a Limitation of Expenditures

5.2.1 When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment cost elements, in Annex B, to the limitation of expenditure specified in the authorized TA.

5.2.2 Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

5.2.3 No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the authorized TA, or

(c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,

whichever comes first.

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

5.3 Limitation of Expenditure - Cumulative Total of all Authorized TAs

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

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

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

(a) when it is 75 percent committed, or

(b) four (4) months before the Contract expiry date, or

(c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required and requested in all authorized TAs, inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure (contract clause 5.3 , TA subject to a Limitation of Expenditure),

whichever comes first.

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

5.4 Method of Payment - Authorized TA

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

a) Monthly Payment

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

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

ii) all such documents have been verified by Canada;

iii) the Work performed has been accepted by Canada.

5.5 SACC Manual Clauses

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

5.6 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit
C0305C (2014-06-26), Cost Submission

6. Invoicing Instructions

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

In addition, each invoice must be supported by certified flight reports covering all charges for hours flown or other expenditures.

6.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority.

7. Certifications

7.1 Compliance

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

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

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

7.3 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

8. Applicable Laws

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

9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Non-Disclosure Agreement;
- (g) Annex E, Task Authorization Form PWGSC-TPSGC 572; and
- (h) the Contractor's bid dated _____ (*inserted at time of contract award*).

10. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

11. SACC Manual Clauses

A0038C (2006-06-16), Air Transportation
B4032C (2006-06-16), Safety Briefing
B4028C (2008-05-12), Air Charter Conditions
B4031C (2006-06-16), Aircrew Requirements – Rotary Wing Aircraft

ANNEX A
STATEMENT OF WORK

1. Title

Helicopter Charter Services for the Polar Continental Shelf Program (PCSP).

2. Requirement

To provide the Charterer with the services of single engine light helicopter, including pilot(s), engineer(s), and maintenance services supporting the PCSP's operations.

Table 1					
Helicopter Type	Location of Service	Estimated Period in Field	Utilization Time	Estimated Minimum Flying Hours Per Year	Estimated Maximum Flying Hours Per Year
Bell 206 LR (or equivalent)	Churchill, Manitoba	15 May To 8 September	As and when required (approximately 18 days)	20	40
Bell 206 L-3 (or equivalent)	Churchill, Manitoba	21 June to August 11	As and when required (approximately 18 days)	160	215

3. Base of Operations

The point of hire and the point of release shall be as follows;

- a) Point of Hire Churchill, MB – Point of Release Churchill, MB

The helicopter will be primarily based as follows;

- b) Churchill, MB

Although the above location is the primary base of operations, the helicopter may be required to operate from other locations in northern Manitoba, Northwest Territories, and Nunavut, Canada.

4. Scope of Requirement

The helicopters will be required for supporting the PCSP's operations activities including, but not limited to: support to science research activities, wildlife surveys and capture, mobilizing camps, search and rescue, filming, slinging equipment and fuel.

5. Aircrew Requirements

5.1 Pilot Requirements

The pilots supplied by the Contractor must:

- a) have a valid helicopter license and the related endorsements for the proposed helicopter;
- b) have a minimum of 2000 hours as Pilot-In-Command (PIC) helicopter flight time;
- c) have a minimum of 500 hours (PIC) flight time on the aircraft class and 50 hours (PIC) on the aircraft type.
- d) have a minimum of 250 hours (PIC) flight time performing vertical reference work i.e. long lining, slinging
- e) have a minimum of 250 hours flight time in mountainous terrain i.e within designated mountainous areas 1 or 2 as defined in the Designated Airspace handbook TP 1820;
- f) have a valid Possession and Acquisition Licence (PAL)
- g) have a current TDG Training certification

5.2 Aircraft Maintenance Engineers

The Aircraft Maintenance Engineers supplied by the Contractor must:

- a) must have the appropriate license endorsed for the designated aircraft; and
- b) accompany the aircraft for the duration of the contract as instructed by charterer .

5.3 Pilot and Engineer Crew Manifest

- a) ensure qualification and documentation is forwarded to the receiving Charterer a minimum of 5 days prior to the crew's arrival;
- b) ensure that if it is deemed necessary to replace any personnel i.e. due to timing out, commitments etc., that a minimum of 5 days' notice is given;
- c) ensure that the replacement personnel meet the requirements of the Contract; and
- d) ensure that replacement personnel i.e. as a result of normal crew rotation, are replaced with crewmembers that meet the requirements of the Contract;

Note:

If at any time during the course of the operations, the flight crew, the maintenance crew or both are considered by the PCSP to be unsatisfactory for safety or other reasons, the PCSP may notify in writing

the Contractor that the flight crew, the maintenance crew or both must be replaced. PCSP must immediately advise the Contracting Authority of the problem with the crew(s). The Contractor must immediately, upon receiving such notification, withdraw and replace the crew specified in the notice. The Contractor must advise the Contracting Authority of the corrective action taken. The helicopter involved must be considered unserviceable until a satisfactory crew resumes operations.

6. Personnel Requirements

The Contractor must:

- a) ensure all personnel assigned to the Contract are in accordance with the mandatory aircrew requirements;
- b) ensure that all in the event it becomes necessary to activate back-up or replacement personnel, prior authorization, confirmed in writing, must first be obtained from the Charterer;
- c) ensure pilots and engineer have adequate sleeping gear and are prepared to live in base camps or field camps (tents), if or when required during operational field season;
- d) ensure all related overnight gear e.g. tent, sleeping bag, toiletries etc. are carried on the helicopter at all time, unless otherwise directed by a Polar Shelf Logistic Operations Officer (Resolute Bay);
- e) provide extra crews when crew duties and flight times exceed limitations in Transport Canada Regulations i.e. Canadian Aviation regulations 2010-2, Part VII, Division II.

7. Helicopter Requirements

7.1 The Contractor must supply:

- a) One Bell 206 L-R or equivalent, with the following general specifications:

1) Seating	1 pilot + 6 passengers
2) Internal Cargo Volume	2.7m ³ (96 ft ³)
3) Usable Fuel Capacity	110 gal (869lbs)
4) Range (plus 20 min reserve)	444 km (240 nautical miles)
5) External Load (Cargo Hook Limit)	500kg (1100 lbs) minimum

- b) One Bell 206 L-3 or equivalent, with the following general specifications:

1) Seating	1 pilot + 6 passengers
2) Internal Cargo Volume	2.7m ³ (96 ft ³)
3) Usable Fuel Capacity	110 gal (869lbs)
4) Range (plus 20 min reserve)	444 km (240 nautical miles)
5) External Load (Cargo Hook Limit)	545kg (1200 lbs) minimum

Note:

If the aircraft proposed is different from that which is specified, the Bidder must provide sufficient technical information and specifications to allow the Project Authority to complete the evaluation at his sole discretion as to the acceptability of the aircraft proposed.

7.2 The Contractor must supply helicopters equipped with:

- a) Seating for a minimum of six (6) passengers;
- b) All seats to have high back support with shoulder restraint harnesses;
- c) Two (2) cargo nets (minimum size) 4.27m (14 ft) x 4.27m (14 ft) with lanyards and swivels;
- d) Two (2) sets of barrel slings;
- e) One (1) 15 metre longlines and one 30 metre longline with electronic release head;
- f) Helicopter should be equipped on skid gear with pop-out floats
- g) Highly visible contrasting main and tail rotor markings painted on upper and lower surfaces;
- h) White/red strobe lights highly visible from all directions;
- i) Highly visible markings (paint or decal) on helicopter for Arctic operations;
- j) Skid mounted ski basket on starboard side (with quick release system – AERO design basket preferred);
- k) RH sliding door / shooting window upon request;
- l) Bubble windows for passengers upon request;
- m) Medivac stretcher kit;
- n) 24 volt DC electrical system;
- o) A portable refueling pump;
- p) Arctic survival kit including one 12 Gauge firearm and slugs for predator defence.

7.3 The Contractor must supply helicopters equipped at a minimum with the following communication equipment:

- a) One VHF/AM radio transmitter-receivers with frequencies of 118 MHz to 135.97 MHz inclusive with 50KHz spacing with guard feature;
- b) One FM transceiver with a frequency range of 150 to 174 MHz capable of generating CTCSS tones of 103.5HZ, 114.8HZ, 127.3HZ and 141.3HZ. with control head provision for 30 pilot-programmable, pre-set simplex and semi-duplex channels hosting a main and guard feature;
- c) The provision for operational capabilities of both radio and hot-mic intercom, through headset/boom microphones, by both pilot and front seat passenger;
- d) One intercom, front and all rear seats, with headsets and boom microphones, David Clark, Bose or equivalent;
- e) One satellite phone with mounted antenna for phone communications in remote areas; and
- f) An internet based tracking system for the helicopter and made available to the Charterer; and
- g) One programmable portable FM transceiver radio with capability of frequency range and CTCSS tones (as noted above) for communications separate from helicopter;

Note:

Unserviceable radio equipment and accessories may be considered as rendering the aircraft unserviceable for operational use.

7.4 From a Directional, Safety and Emergency equipment standpoint, the Contractor must supply a helicopter equipped at a minimum with the following navigation, Safety and emergency equipment:

-
- a) One Radio Navigation System, e.g. Non-Directional Beacons (NDB), VHF Omnidirectional Range (VOR), VHF Omnidirectional Range and Tactical Air Navigation (VORTAC), Distance Measuring Equipment (DME) or equivalent;
 - b) One Emergency Locator Transmitter (ELT);
 - c) One Global Positioning System (GPS), i.e. Trimble Trans Pack or equivalent;
 - d) Other Standard safety, survival gear and emergency equipment as required by Transport Canada Regulations and the Canadian Aircraft Regulations (CARS); i.e. CAR 602.61; and
 - e) Automated Flight Following system (AFF) compatible with Skytrac / Skyweb.

8. Helicopter Maintenance

The Contractor must:

- a) Provide helicopters with an engine that has low enough hours to permit completion of flying each field season i.e. 250 hours before being due for a major component change;
- b) Advise the Charterer a minimum of 25 flying hours in advance of any periodic maintenance requiring the aircraft to be out of service during alert times;
- c) Ensure progressive maintenance will be carried out during flight crew rest periods; and
- d) Ensure helicopter is to be kept in complete readiness in accordance with Canada's requirements.

Note:

The helicopters will be considered unserviceable during any 24 hour period commencing at 12 o'clock midnight when the aircraft is requested to perform a flight and is not operational or is unavailable. The helicopters will also be considered unserviceable if the Contractors crew is not available or is not in a condition to safely operate the aircraft. Reasonable daily rest periods and "unsafe flying conditions" are exceptions to the above clause.

During any 24 hour period commencing at 12 o'clock midnight when an aircraft is unserviceable the averaged minimum utilization (165 hours) may be reduced by three (3) hours on the helicopter that is mechanical.

Notification by the Contractor that a helicopter will be unserviceable longer than an initial 48 hour period will require that the Contractor provide a back-up helicopter meeting contract specifications that must be in service within 96 hours of notification.

In the event the Contractor is unable to provide a helicopter meeting contract specifications, the Contractor will be liable for all costs incurred by the Charterer in obtaining a helicopter.

9. Operational Readiness

The Contractor must:

-
- a) Carry out all phases of the work as expeditiously as possible and shall take all precautions to eliminate unnecessary delays.

10. Inspection

The Contractor must:

- a) Ensure the helicopters are available for inspection prior to the commencement date of any resultant contract.
- b) Ensure the following are made available during inspection:
- i. certificate of registration or lease agreement;
 - ii. current certificate of air worthiness; and
 - iii. journey and technical log book.
- c) Ensure the helicopter is made available for inspection e.g. at Contractor's base of operations or helicopter location.

11. Flight Tickets

The Contractor must:

- a) Provide flight tickets or daily flight reports are to be provided to the Charterer on a daily basis or when at a suitable location where they can be sent by scan or fax ; and
- b) Ensure the pilot records the duration and purpose of each flight and the name of the passenger(s).

Note:

When in agreement, the Charterer will sign each such ticket or report indicating concurrence with the information contained therein.

12. Travel and Living Expenses – When Stationed at the Churchill, Manitoba Base of Operations

When the contractor's personnel are based at Churchill during the operational timeframe (including any extension period(s) i.e. after all start or end dates), the Charterer will not be responsible for the provision and cost of any ground transportation, accommodations or the cost of any meals.

13. Travel and Living Expenses – When Stationed Away from the Churchill, Manitoba Base of Operations

- a) When the contractor's personnel are based at a location other than Churchill, Manitoba, the Contractor will be responsible for the provision and cost of all ground transportation, meals and accommodations. This includes the operational timeframes i.e. 15 May to 8 September inclusive, in addition to any recall period i.e. before May 15th and any extension period(s) i.e. after September 8th.

The cost of the above can be submitted to the Charterer for payment as per Annex B - Basis of Payment. Meals will be reimbursed in accordance with the Treasury Board Travel Directive.

- b) An exception to a) above would be when the Contractor's personnel are away from the main base of operations i.e. Churchill, with the Charterer having the occasion to temporarily base at the Charterers field camps e.g. for overnight / operations where these provisions are provided.

14. Positioning and Depositioning

- a) The cost of ferrying the aircraft to and from the point of hire to the point of release will be paid the lesser of;
- i) the actual hours for positioning;
 - i) up to a maximum 5 hours air time;
 - ii) the actual hours for depositioning;
 - iii) up to a maximum 5 hours air time;
- b) All flights are to be charged for air time and shall not be subject to daily minimums.
- c) The Contractor will be responsible to position the aircraft prior to task starting; for each day that the aircraft is not available for work the aircraft will be deemed unserviceable and the minimum authorization will be reduced by three (3) hours for any 24 hour period commencing at 12 o'clock midnight;
- d) at the firm all-inclusive rate per flying hour specified in Annex B - Basis of Payment ;.
- e) The Charterer will be responsible for Travel and Living up to a maximum of three (3) days commencing on the day of departure to the point of hire. For example if there is only one day of travel then the contractor is to charge for one day conversely, if there is six days of travel the charter is responsible for the maximum 3 days of travel and living expenses.

15. Interagency Resource Sharing

The Charterer may assign the helicopter to perform operational services for the benefit of other federal or territorial agencies in Canada. All services must be performed in accordance with the terms, conditions, specifications and provisions of this contract. Payment of these services will be in accordance with Annex B - Basis of Payment.

- a) For the purposes of dispatching controls, the Charterer may designate a qualified representative of the recipient organization as Usage Control during operations within that organization's jurisdiction.
- b) The cost of ferrying the aircraft to and from the location of the support work will be paid for at the firm all- inclusive rate per flying hour specified in Annex B - Basis of Payment.

The Contractor is responsible for ensuring that insurance coverage as stipulated herein is valid for operations across Canada.

ANNEX B

BASIS OF PAYMENT

A - 1. Contract Period (from date of contract award to March 31, 2018)

1. Helicopter Charter Services

1.1 Total of two (2) helicopters based, configured, equipped and crewed in accordance with the SOW.

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

Table 1 – Contract Rates		
Helicopter	Estimated Period in Field	All Inclusive Firm Rate per Flying Hour
Bell 206 LR	15 May to 8 September	\$ CAD (to be inserted at contract award)
Bell 206 L-3	21 June to 11 August	\$ CAD (to be inserted at contract award)

2. Cost Reimbursable Expenses

2.1 Authorized travel and living expenses for Work

Refer to section 12 and 13 of the Statement of Work in Annex A for details concerning travel and living expenses.

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

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

Total Estimated Cost of Authorized Travel and Living Expenses: \$ _____ (to be inserted at contract award).

2.2 Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Solicitation No. - N° de l'invitation
23239-171525
Client Ref. No. - N° de réf. du client
23239-171525

Amd. No. - N° de la modif.
File No. - N° du dossier
105zl23239-171525

Buyer ID - Id de l'acheteur
105ZL
CCC No./N° CCC - FMS No./N° VME

Table 2 – Other Direct Expenses		
Item	Allowable Categories	Estimated Cost
1	Aircraft Fuel	\$ (to be inserted at contract award)
2	Other direct expenses items including but not limited to : airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc.	\$ (to be inserted at contract award)

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

Total Estimated Cost- Cost Reimbursable Expenses: \$ _____ (to be inserted at contract award).

3. Total Estimated Cost- Contract Period: \$ _____ (to be inserted at contract award).

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

B - Option to Extend the Term of the Contract

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

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B - 1 Option to Extend the Term of the Contract (From April 1, 2018 to March 31, 2019)

1. Helicopter Charter Services

- 1.1 Total of two (2) helicopters based, configured, equipped and crewed in accordance with the SOW.
- 1.2 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

Table 1 – Contract Rates		
Helicopter	Estimated Period in Field	All Inclusive Firm Rate per Flying Hour
Bell 206 LR	15 May to 8 September	\$ CAD <i>(to be inserted at contract award)</i>
Bell 206 L-3	21 June to 11 August	\$ CAD <i>(to be inserted at contract award)</i>

2. Cost Reimbursable Expenses

- 2.1 Authorized travel and living expenses for Work

Refer to section 12 and 13 of the Statement of Work in Annex A for details concerning travel and living expenses.

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

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

Total Estimated Cost of Authorized Travel and Living Expenses: \$_____ *(to be inserted at contract award)*.

- 2.2 Other Direct Expenses

Solicitation No. - N° de l'invitation
23239-171525
Client Ref. No. - N° de réf. du client
23239-171525

Amd. No. - N° de la modif.
File No. - N° du dossier
105zl23239-171525

Buyer ID - Id de l'acheteur
105ZL
CCC No./N° CCC - FMS No./N° VME

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 2 – Other Direct Expenses		
Item	Allowable Categories	Estimated Cost
1	Aircraft Fuel	\$ (to be inserted at contract award)
2	Other direct expenses items including but not limited to : airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc.	\$ (to be inserted at contract award)

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

Total Estimated Cost- Cost Reimbursable Epenses: \$ _____ (to be inserted at contract award).

3. Total Estimated Cost- Contract Period: \$ _____ (to be inserted at contract award).

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

B - 2 Option to Extend the Term of the Contract (April 1, 2019 to March 31, 2020)

1. Helicopter Charter Services

- 1.1 Total of two (2) helicopters based, configured, equipped and crewed in accordance with the SOW.
- 1.2 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

Table 1 – Contract Rates		
Helicopter	Estimated Period in Field	All Inclusive Firm Rate per Flying Hour
Bell 206 LR	15 May to 8 September	\$ CAD <i>(to be inserted at contract award)</i>
Bell 206 L-3	21 June to 11 August	\$ CAD <i>(to be inserted at contract award)</i>

2. Cost Reimbursable Expenses

- 2.1 Authorized travel and living expenses for Work

Refer to section 12 and 13 of the Statement of Work in Annex A for details concerning travel and living expenses.

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

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

Total Estimated Cost of Authorized Travel and Living Expenses: \$ _____ *(to be inserted at contract award)*.

- 2.2 Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 2 – Other Direct Expenses		
Item	Allowable Categories	Estimated Cost

Solicitation No. - N° de l'invitation
23239-171525
Client Ref. No. - N° de réf. du client
23239-171525

Amd. No. - N° de la modif.
File No. - N° du dossier
105zl23239-171525

Buyer ID - Id de l'acheteur
105ZL
CCC No./N° CCC - FMS No./N° VME

1	Aircraft Fuel	\$ (to be inserted at contract award)
2	Other direct expenses items including but not limited to : airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc.	\$ (to be inserted at contract award)

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

Total Estimated Cost- Cost Reimbursable Expenses: \$ _____ (to be inserted at contract award).

3. Total Estimated Cost- Contract Period: \$ _____ (to be inserted at contract award).

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

B - 3 Option to Extend the Term of the Contract (From April 1, 2020 to March 31, 2021)

1. Helicopter Charter Services

- 1.1 Total of two (2) helicopters based, configured, equipped and crewed in accordance with the SOW.
- 1.2 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

Table 1 – Contract Rates		
Helicopter	Estimated Period in Field	All Inclusive Firm Rate per Flying Hour
Bell 206 LR	15 May to 8 September	\$ CAD <i>(to be inserted at contract award)</i>
Bell 206 L-3	21 June to 11 August	\$ CAD <i>(to be inserted at contract award)</i>

2. Cost Reimbursable Expenses

- 2.1 Authorized travel and living expenses for Work

Refer to section 12 and 13 of the Statement of Work in Annex A for details concerning travel and living expenses.

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

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

Total Estimated Cost of Authorized Travel and Living Expenses: \$_____ *(to be inserted at contract award)*.

- 2.2 Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 2 – Other Direct Expenses

Solicitation No. - N° de l'invitation
23239-171525
Client Ref. No. - N° de réf. du client
23239-171525

Amd. No. - N° de la modif.
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Buyer ID - Id de l'acheteur
105ZL
CCC No./N° CCC - FMS No./N° VME

Item	Allowable Categories	Estimated Cost
1	Aircraft Fuel	\$ (to be inserted at contract award)
2	Other direct expenses items including but not limited to : airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc.	\$ (to be inserted at contract award)

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

Total Estimated Cost- Cost Reimbursable Expenses: \$ _____ (to be inserted at contract award).

3. Total Estimated Cost- Contract Period: \$ _____ (to be inserted at contract award).

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

B - 4 Option to Extend the Term of the Contract (From April 1, 2021 to March 31, 2022)

1. Helicopter Charter Services

- 1.1 Total of two (2) helicopters based, configured, equipped and crewed in accordance with the SOW.
- 1.2 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

Table 1 – Contract Rates		
Helicopter	Estimated Period in Field	All Inclusive Firm Rate per Flying Hour
Bell 206 LR	15 May to 8 September	\$ CAD (to be inserted at contract award)
Bell 206 L-3	21 June to 11 August	\$ CAD (to be inserted at contract award)

2. Cost Reimbursable Expenses

- 2.1 Authorized travel and living expenses for Work

Refer to section 12 and 13 of the Statement of Work in Annex A for details concerning travel and living expenses.

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

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

Total Estimated Cost of Authorized Travel and Living Expenses: \$_____ (to be inserted at contract award).

- 2.2 Other Direct Expenses

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Table 2 – Other Direct Expenses

Solicitation No. - N° de l'invitation
23239-171525
Client Ref. No. - N° de réf. du client
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Amd. No. - N° de la modif.
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105zl23239-171525

Buyer ID - Id de l'acheteur
105ZL
CCC No./N° CCC - FMS No./N° VME

Item	Allowable Categories	Estimated Cost
1	Aircraft Fuel	\$ (to be inserted at contract award)
2	Other direct expenses items including but not limited to : airport fee's, NAV CANADA charges, and Air Travellers Security Charges etc.	\$ (to be inserted at contract award)

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

Total Estimated Cost- Cost Reimbursable Expenses: \$ _____ (to be inserted at contract award).

3. Total Estimated Cost- Contract Period: \$ _____ (to be inserted at contract award).

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

ANNEX C

INSURANCE REQUIREMENTS

1. Aircraft Charter Insurance

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

2. Aviation Liability Insurance

- 2.1 The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- 2.2 The Aviation Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

-
- (e) Employees and, where applicable, Volunteers must be included as Additional Insured.
 - (f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
 - (g) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
 - (j) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
 - (k) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

3. All Risk in Transit Insurance

- 3.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$15,000.00 per shipment. Government Property must be insured on Agreed Value (appraisal) basis.
- 3.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 3.3 The All Risk Property in Transit insurance must include the following:
- (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
 - (b) Loss Payee: Canada as its interest appears or as it may direct.
 - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

4. All Risk Property Insurance

- 4.1 The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$15,000.00. The Government's Property must be insured on Agreed Value (appraisal) basis.
- 4.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 4.3 The All Risks Property insurance policy must include the following:
- (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
 - (b) Loss Payee: Canada as its interest may appear or as it may direct.
 - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

5. Environmental Impairment Liability Insurance

- 5.1 The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
- 5.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 5.3 The Contractors Pollution Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

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Buyer ID - Id de l'acheteur
105ZL
CCC No./N° CCC - FMS No./N° VME

ANNEX D

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No 23239-171525/001/ZL between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and Natural Resources Canada, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: 23239-171525/001/ZL

Signature

Date

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105ZL
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ANNEX E

TASK AUTHORIZATION FORM

See attached PDF fillable Form – Annex E TPSGC-PWGSC 572 FORM.pdf

Suppliers can also go to to:

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