



**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**

**Gatineau**

**Core 0B2 / Noyau 0B2**

**K1A0S5**

**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**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Charter and Transportation Services Division/Division de  
services d'affrètement et transport

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Gatineau

Quebec

K1A0S5

|   |  |
|---|--|
| <b>Title - Sujet</b><br>Helicopter Recovery Service   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>9F064-170974/A  | <b>Date</b><br>2018-05-15  |
| <b>Client Reference No. - N° de référence du client</b><br>20170974   |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$LS-102-74866  |  |
| <b>File No. - N° de dossier</b><br>Is102.9F064-170974   | <b>CCC No./N° CCC - FMS No./N° VME</b>                                     |
| <b>Solicitation Closes - L'invitation prend fin<br/>at - à 02:00 PM<br/>on - le 2018-06-04</b>  | <b>Time Zone<br/>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>                                       |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Jiang, Kevin   | <b>Buyer Id - Id de l'acheteur</b><br>Is102                                |
| <b>Telephone No. - N° de téléphone</b><br>(819) 420-2975 ( )  | <b>FAX No. - N° de FAX</b><br>( ) -  |
| <b>Destination - of Goods, Services, and Construction:<br/>Destination - des biens, services et construction:</b><br>CANADIAN SPACE AGENCY<br>6767 ROUTE DE L'AEROPORT<br>ST HUBERT<br>Quebec<br>J3Y8Y9<br>Canada |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No./ N° VME - FMS

---

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings

### PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Former Public Servant
- 2.4 Enquiries - Bid Solicitation
- 2.5 Applicable Laws
- 2.6 Improvement of Requirement during Solicitation Period

### PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

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

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

### PART 5 - CERTIFICATIONS

- 5.1 Certifications Precedent to Contract Award

### PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

- 6.1 Financial Capability
- 6.2 Insurance Requirements

### PART 7 - RESULTING CONTRACT CLAUSES

- 7.1 Statement of Work
- 7.2 Task Authorization Methodology
- 7.3 Standard Clauses and Conditions
- 7.4 Term of Contract
- 7.5 Comprehensive Land Claims Agreements (CLCAs)
- 7.6 Authorities
- 7.7 Payment
- 7.8 Invoicing Instructions
- 7.9 Certifications and Additional Information
- 7.10 Applicable Laws
- 7.11 Priority of Documents
- 7.12 Insurance Requirements

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No./ N° VME - FMS

---

## 7.13 SACC Manual Clauses

### List of Annexes:

Annex A - Statement of Work  
Annex B - Basis of Payment  
Annex C - Insurance Requirements  
Annex D - Attachment (Financial Bid and Certifications)

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

## **PART 1 – GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications 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 in Annex D include the Financial Bid and Fillable certification form.

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

### **1.2 Summary**

#### Required Service

In summer of 2018 the Canadian Space Agency (CSA) will launch stratospheric balloons out of home base Timmins, Ontario.

Each balloon with scientific equipment on board will fly up to 24 hours and then land on ground. The balloon and its components need to be retrieved and transported to home base for scientific research.

CSA requires one single-engine, light-category helicopter with necessary equipment, one pilot and one aircraft maintenance engineer to provide recovery services on an "as and when requested" basis.

The helicopter and its crew will be required to station in Timmins during the period in field.

The potential recovery areas are defined by a 550km radius circle around Timmins, Ontario.

#### Period

The period of the Contract is from date of award to March 31, 2019 inclusive. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same conditions.

#### Trade Agreements

Canadian Free Trade Agreement (CFTA).

Measures relating to aviation or air transport, or related services in support of aviation or air transport, are not subject to this Agreement. Notwithstanding the foregoing, Canada's measures relating to aviation or

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

air transport, or related services in support of aviation or air transport, are subject to Article 203 (Transparency) and Article 402 (Regulatory Notification).

Notwithstanding the foregoing, Chapter Five (Government Procurement) is applicable to measures regarding the procurement of aviation goods and services by a procuring entity.

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.

This procurement is subject to the following Comprehensive Land Claims Agreement(s): Yukon, Northwest Territories, and Nunavut.

#### ePost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to Part 2 of the bid solicitation entitled Instructions to bidders for further information.

### **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.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

## 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 (2017-04-27), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

The 2003 standard instructions is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
    - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
    - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
    - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
  - Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
  - Section 07, entitled Delayed bids, is amended as follows:
    - Subsection 1 is amended to add the following piece of evidence: "d. a CPC ePost Connect service date and time record indicated in the ePost Connect conversation activity."
  - Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:  
"Transmission by facsimile or by epost Connect"
1. Facsimile
- a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

- b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
    - i. receipt of garbled or incomplete bid;
    - ii. availability or condition of the receiving facsimile equipment;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the bid;
    - v. failure of the Bidder to properly identify the bid;
    - vi. illegibility of the bid; or
    - vii. security of bid data.
  - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.
2. ePost Connect
- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
  - b. To submit a bid using epost Connect service, the Bidder must either:
    - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
    - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
  - c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
  - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
  - e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The solicitation number must be identified in the epost Connect message field of all electronic transfers.
  - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
  - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
    - i. receipt of a garbled or incomplete bid;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the bid;
    - v. failure of the Bidder to properly identify the bid;
    - vi. illegibility of the bid;
    - vii. security of bid data; or

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

- viii. inability to create an electronic conversation through the ePost Connect service.
- h. A bid transmitted by ePost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

### 2.3 Former Public Servant

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



N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

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;
- 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 Ontario, Canada.

## **2.6 Rules, Orders and Regulations for Air Transportation**

In supplying the services required, the Contractor shall comply with the provisions of the **Canada Transportation Act**, the **Air Transportation Regulations**, the **Canadian Aviation Regulations** and the **Aeronautics Act**, and with all directions, orders, rules and regulations made thereunder which are applicable to the said service. In particular, the Contractor must hold a valid Air Operator Certificate (AOC) issued by Transport Canada and a valid domestic and international (if applicable) license issued by the Canadian Transportation Agency.

## **2.7 Improvement of Requirement during Solicitation Period**

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

#### **3.1.1 Bid Submitted Electronically**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.2 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

#### **3.1.2 Bid Submitted in Hard Copies**

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid - one (1) hard copy and one (1) soft copy on *any medium such as USB, CD, DVD*  
Section II: Financial Bid - one (1) hard copy and one (1) soft copy on *any medium such as USB, CD, DVD*  
Section III: Certifications - one (1) hard copy

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

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

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

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

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

To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

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

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

#### **Section II: Financial Bid**

- a) Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule. 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 in Pricing Schedule detailed in Annex "D" Attachment, Bidders should review Annex B - The Basis of Payment and Part 4 - Financial Evaluation, clause 4.1.2.1

#### **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 - Annex D.

- a) Bidders must complete their Certifications by using the PDF fillable form in Annex D - 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.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No./ N° VME - FMS

## 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

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

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

| MT1 - Aircraft Equipment |   |   |
|--------------------------|---|---|
| Number                   | Mandatory Technical Criterion   | Bid Preparation Instructions  |
| MT1.1                    | The Bidder must propose a single-engine, light-category helicopter.<br><br>The proposed helicopter must be able to lift up to 900 kilograms on hook (external load) and travel up to 25 kilometers. | The Bidder must submit the proposed helicopter's Mark i.e. common name and model number of the proposed helicopter. |
| MT1.2                    | The Bidder must provide, at minimum, the helicopter equipment specified in Annex A, article 3.2.1 Helicopter Equipment  | The Bidder must confirm in the bid that the equipment on left column will be provided.                              |

| MT2 – Pilot Experience |  |   |
|------------------------|--|---|
| Number                 | Mandatory Technical Criterion  | Bid Preparation Instructions  |
| MT2.1                  | Proposed pilot(s) must have a valid helicopter license   | Bidder must provide a copy of the licence.  |
| MT2.2                  | Proposed pilot(s) must have a minimum of 2000 hours experience, up to and including the bid closing date, as Pilot-in-Command helicopter flight time.  | The Bidder must submit a detailed description of its proposed pilot(s) relevant experience. |
| MT2.3                  | Proposed pilot(s) must have a minimum of 250 hours experience, up to and including the bid closing date, as Pilot-in-Command helicopter flight time while performing vertical reference work i.e. long lining, slinging. | The Bidder must submit a detailed description of its proposed pilot(s) relevant experience. |

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No./ N° VME - FMS

| MT3 - Aircraft Maintenance Engineer (AME) |  |   |
|---|--|---|
| Number                                    | Mandatory Technical Criterion  | Bid Preparation Instructions                                |
| MT3.1                                     | Proposed aircraft maintenance engineer(s) must have the appropriate M license with helicopter type training for the proposed helicopter. | Bidder must provide AMO certification print out of the ACA. |

| MT4 – Bidder Experience |  |  |
|-------------------------|--|--|
| Number                  | Mandatory Technical Criterion  | Bid Preparation Instructions   |
| MT4.1                   | The Bidder must have a minimum two (2) year's experience providing rotary wing support services in the leased-land (industry), private land or Inuit/Inuvialuit owned lands. | In order to demonstrate the experience the bidder must provide:<br><br>a) The name of the client organization to whom the services were rendered;<br>b) The description of the work performed;<br>c) The location where the services were provided; and<br>d) The period (month/year to month/year) from which the services were provided. |

| MT5 – Certification Operator |  |   |
|------------------------------|--|---|
| Number                       | Mandatory Technical Criterion  | Bid Preparation Instructions                                |
| MT5.1                        | A valid Air Operator Certificate (AOC) issued by Transport Canada      | Bidder must provide copy of Air Operator Certificate (AOC). |
| MT5.2                        | A valid domestic license issued by the Canadian Transportation Agency. | Bidder must provide a copy of the license.                  |
| MT5.3                        | Aircraft Maintenance Organisation (AMO) Certificate                    | Bidder must submit a copy of AMO certificate.               |

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

- a. The Bidder must complete the Pricing Schedule detailed in Annex "D" Attachment

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

- b. The volumetric data included in the Pricing Schedule detailed in Annex "D" Attachment, Financial Bid are provided for bid evaluated price determination only. They are not to be considered as a contract guarantee.
- c. 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 Annex "D" Attachment, Financial Bid.

## **4.2 Basis of Selection**

### **4.2.1 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.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

### **5.1 Certifications Precedent to Contract Award**

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 Annex "D" Attachment – Certifications.

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.



N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

---

## **PART 6 – FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Financial Capability**

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

### **6.2 Insurance Requirements**

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

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

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

## **PART 7 – RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

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

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the Contract is from date of contract award to March 31, 2019 inclusive.

#### **7.3.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### **7.3.3 Termination on Thirty Days Notice**

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

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

### **7.4 Authorities**

#### **7.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

Kevin Jiang  
Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
Traffic Management Directorate  
PDP III, 7B3  
11 Laurier Street  
Gatineau, Québec K1A 0S5  
Telephone: 819-420-2975  
Facsimile: 819-956-4944  
E-mail address: kevin.jiang@pwgsc.gc.ca

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

#### 7.4.2 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.

#### 7.4.3 Contractor's Representative

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### 7.5 Payment

##### 7.5.1 Basis of Payment

On satisfactory completion of the services described in Annex A – Statement of Work, the Contractor will be paid according to Annex B – Basis of Payment.

##### 7.5.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

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% committed, or
- b) four 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.

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

### 7.5.3 Minimum Work Guarantee

7.5.3.1 "Maximum Contract Value" means the sum specified in Contract clause 7.5.2, Limitation of Expenditure; and "Minimum Contract Value" means 60% of the Maximum Contract Value.

7.5.3.2 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 7.5.3.3 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.

7.5.3.3 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, performed by the Contractor and accepted by Canada.

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

### 7.5.4 Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) 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;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

### 7.5.5 SACC Manual Clauses

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

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No./ N° VME - FMS

#### 7.5.6 Discretionary Audit

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

#### 7.6 Invoicing Instructions

7.6.1 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.

7.6.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 7.7 Certifications

##### 7.7.1 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.

##### 7.7.2 SACC Manual Clauses

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

#### 7.8 Applicable Laws

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

#### 7.9 Rules, Orders and Regulations for Air Transportation

In supplying the services required, the Contractor shall comply with the provisions of the **Canada Transportation Act**, the **Air Transportation Regulations**, the **Canadian Aviation Regulations** and the **Aeronautics Act**, and with all directions, orders, rules and regulations made thereunder which are applicable to the said service. In particular, the Contractor must hold a valid Air Operator Certificate (AOC) issued by Transport Canada and a valid domestic and international (if applicable) license issued by the Canadian Transportation Agency.

#### 7.10 Priority of Documents

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

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, Attachments;
- (g) the Contractor's bid dated \_\_\_\_\_ (*inserted at time of contract award*).

#### 7.11 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

#### 7.12 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

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

## ANNEX A

### STATEMENT OF WORK (SOW)

#### 1. Requirement

##### Background

The Canadian Space Agency (CSA) will launch stratospheric balloons out of Timmins, Ontario in summer of 2018.

Five (5) large balloons and six (6) small balloons with corresponding flight trains and payload gondolas, are expected to be launched in August 2018. The small balloons will be launched as pairs.

The balloons are expected to fly within a 550km radius circle, centered on the Victor M. Power Timmins Airport, Ontario, and truncated by the 46°30' parallel as a southern flight limit.

Flight time of each balloon is up to 24 hours before landing.

Upon completion of the scientific mission, the balloons and their components will land on ground. They will be retrieved and transported to home base for scientific research.

In order to preserve scientific data, the equipment MUST be retrieved and returned to Timmins no later than 72 hours after landing.

##### Scope of Work

CSA requires one single-engine, light-category helicopter with necessary equipment, one pilot, and one aircraft maintenance engineer to provide recovery services on an "as and when requested" basis.

| Table 1                          |                     |                           |  |                                 |
|----------------------------------|---------------------|---------------------------|--|---------------------------------|
| Helicopter Type                  | Location of Service | Estimated Period in Field | Utilization Time                             | Estimated Flying Hours Per Year |
| Will be specified at award time. | Timmins, ON         | August 6 to August 26     | As and When Required (approximately 21 days) | 80                              |

Each recovery includes two (2) items:

- A flight train with the payload gondola at one end, and
- balloon envelope.

##### Launch Schedule and Weight

Please refer to the following launch schedule for details. Shaded areas are launch period of each balloon. Due to weather conditions, launch schedule may be modified. CSA will provide the Contractor a minimum of 24 hours' notice before each launch. Please refer to article 6, Contractor's Tasks for more details.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No./ N° VME - FMS

Six small balloons will be launched as pairs. Five large balloons will be launched individually.

| Balloon Launch Schedule – August 2018 |   |           |   |   |           |           |         |        |       |      |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
|---------------------------------------|---|-----------|---|---|-----------|-----------|---------|--------|-------|------|----|----|----|----|----|----|----|----|----|----|----|----|--|--|--|--|
| Date                                  | 5 | 6         | 7 | 8 | 9         | 10        | 11      | 12     | 13    | 14   | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |  |  |  |  |
|                                       |   | BLD 1 & 2 |   |   |           |           |         |        |       |      |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
|                                       |   |           |   |   | BLD 3 & 4 |           |         |        |       |      |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
|                                       |   |           |   |   |           | BLD 5 & 6 |         |        |       |      |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
|                                       |   |           |   |   |           | Climat    |         |        |       |      |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
|                                       |   |           |   |   |           |           | Species |        |       |      |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
|                                       |   |           |   |   |           |           |         | Airbus |       |      |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
|                                       |   |           |   |   |           |           |         |        | Cabux |      |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |
|                                       |   |           |   |   |           |           |         |        |       | FAST |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |

| 2018 Balloon Launch Schedule and Payload Characteristics |               |          |             |             |
|--|---------------|----------|-------------|-------------|
| Flight   | Launch Window |          | Payload     | Balloon     |
|  | Start Date    | End Date | Weight (kg) | Weight (kg) |
| BLD 1 & 2 (small balloons as pairs)                      | 06-Aug        | 09-Aug   | 4           | 2           |
| BLD 3 & 4 (small balloons as pairs)                      | 08-Aug        | 12-Aug   | 4           | 2           |
| BLD 5 & 6 (small balloons as pairs)                      | 10-Aug        | 15-Aug   | 4           | 2           |
| Climat (large balloon)                                   | 06-Aug        | 15-Aug   | 220         | 334         |
| Species (large balloon)                                  | 07-Aug        | 19-Aug   | 475         | 433         |
| Airbus (large balloon)                                   | 09-Aug        | 21-Aug   | 220         | 433         |
| Cabux (large balloon)                                    | 11-Aug        | 23-Aug   | 460         | 433         |
| FAST (large balloon)                                     | 13-Aug        | 25-Aug   | 810         | 695         |

#### Home Base

Home Base is Timmins Ontario. The helicopter will be required to station at home base during the period in field.

#### Period in Field

The period in field is estimated from August 6 to August 26 inclusive. Period in field may be modified according to launch schedules. CSA will inform the Contractor a minimum of 24 hours before the first launch. Please refer to article 6, Contractor's Tasks for more details. During period in field, the helicopter and its crew must be stationed in Timmins Ontario, and be ready to provide recovery services on CSA request.

**Commented [LS(1):** Are these dates fixed ? If not, when is start date notice due ? 3 weeks, 1 week or only 48 hours before?

#### Recovery Operation Range

The potential recovery areas are defined by a 550km radius circle around Timmins, Ontario, truncated at parallel 46 degrees, 30 minutes North. Therefore, the contractor shall provide:

- The capable range of the proposed helicopter.
- Potential solutions for long range recovery mission (i.e. within a 500km radius of Timmins airport).

#### Recovery Duration

It is estimated that for the recovery of each balloon (including envelope and flight train), one (1) to three (3) days of operation will be required, including ferrying to and from home base.

During the period in field, the Contractor will be paid a minimum daily price equivalent to 3 hours. If there are additional flying hours, they will be paid on top of 3 hours. Hourly rate is as per Annex B – Basis of Payment.

## 2. Aircrew Requirements



N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

## 2.1 Pilot Requirements

The Contractor must:

- a) ensure that the pilot has a valid helicopter license and the related endorsements for the proposed helicopter;
- b) ensure that the pilot has a minimum of 2000 hours as Pilot-In-Command (PIC) helicopter flight time;
- c) ensure that the pilot has a minimum of 250 hours (PIC) flight time performing vertical reference work i.e. long lining, slinging;
- d) ensure that qualification and documentation are forwarded to CSA a minimum of 5 days prior to arrival of the pilot;
- e) if it is deemed necessary to replace the pilot, i.e. due to timing out, commitments, normal crew rotation etc., ensure that a minimum of 3 days' notice is given;
- f) ensure that the replacement pilot meets the requirements of the Contract; and
- g) provide extra pilot(s) when pilot duties and flight times exceed limitations in Transport Canada Regulations i.e. Canadian Aviation regulations 2010-2, Part VII, Division II.

**Commented [LS(2):** This could be relaxed to 3 days if foreseen as a problem with potential contractors. Otherwise, leave as is.

## 2.2 Aircraft Maintenance Engineer

The Aircraft Maintenance Engineer 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.

## 2.3 Crew Problem

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

## 3. Helicopter Requirements

### 3.1 Helicopter Type

The Contractor must supply a single-engine, light-category helicopter.

The proposed helicopter must be able to lift up to 900 kilograms on hook (external load) and travel up to 25 kilometers.

N° de l'invitation - Sollicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No./ N° VME - FMS

## 3.2 Equipment

The Contractor must supply at a minimum with the following items with the helicopter.

### 3.2.1 Helicopter Equipment

- a) Seating for a minimum of five (5) 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;
- f) 24 volt DC electrical system;
- g) A portable refueling pump.

**Commented [LS(3)]:** Maximum passenger from the ground crew would be 5. Therefore, there is no need to restrict it to a number higher than 5

**Commented [LS(4)]:** As an extra safety feature and due to the value of the equipment being carried, no electronic release head were used in prior recoveries. I am not against the use of such device, but do not believe we should make them mandatory.

### 3.2.2 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 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.

### 3.2.3 Directional, 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;
- e) Automated Flight Following system (AFF) compatible with Skytrac / Skyweb.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

#### 4. Helicopter Maintenance

The Contractor must:

- a) provide a helicopter 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 CSA a minimum of 25 flying hours in advance of any periodic maintenance requiring the aircraft to be out of service during the period in field;
- 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 helicopter 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 helicopter will also be considered unserviceable if the pilot 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 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 CSA in obtaining a helicopter.

#### 5. Inspection

The Contractor must:

- a) ensure the helicopter is 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.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

## 6. Contractor's Tasks

The Contractor shall provide at a minimum the following tasks:

- a) When located at the home base, attend daily General Operations meeting where information will be provided on upcoming activities and coming potential balloon flight/balloon recovery schedule;
- b) Attend the recovery briefing session (in person or by teleconference) prior to the beginning of each recovery activity;
- c) Ferry the required helicopter from its home base to the Rendez-Vous Point (RVP) (pre-selected by the CSA, with the support of the contractor);
- d) Provide a safety briefing to CSA ground crew that will travel onboard the helicopter;
- e) Transport the ground crew, and their equipment, from the RVP to a location as close as possible of the balloon's flight train;
- f) Using the helicopter's long line, and with the support of the ground crew, hook, lift and transport the flight train (in one or multiple segments) to the pre-selected returned location;
- g) Transport the ground crew and associated equipment to a location as close as possible of the envelope;
- h) Using a long-line and a transportation net, lift the envelope net(s) and transport it to a pre-selected returned location;
- i) Pick up and transport the ground crew back to the Rendez-Vous Point (RVP);
- j) Ferry the helicopter back to its home base;
- k) In addition to the real-time reporting of incidents to the Recovery Coordinator, report in writing to the CSA, within one week after a recovery operation, any casualties or damage to private or public property caused by the helicopter operations during the recovery operations.

Note:

Weather briefings are given for specific balloon launches 48 hours, 24 hours and 4 hours prior to launch, giving the pilot, his crew as well as the ground recovery team time to prepare for the tasks to come.

Because of the nature of balloon flight, the Rendez-Vous Point's location will change from one flight to the next, and will depend on balloon's final landing spot.

The return location of retrieved envelope and flight train will depend on the position of ground vehicles. Effort will be made to bring the vehicles as close to the landing spot as possible in order to minimize helicopter flight time and distance when carrying a long-line items.

It is expected that most recovery locations will be within forested areas.

The CSA ground crew are responsible for ground recovery of both flight train and envelope.

## 7. Flight Tickets

The Contractor must:

- a) provide flight tickets or daily flight reports to CSA 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).

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

**Note:**

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

## **8. Travel and Living Expenses – When Stationed at Timmins Ontario**

When the Contractor's personnel are based at Timmins during the period in field (including any extension period(s) i.e. after all start or end dates), the Contractor will be responsible for the provision or cost of any ground transportation, accommodations or meals. Authorized travel and living expenses will be reimbursed by CSA as per article 2.1 Authorized travel and living expenses for Work, in Annex B, Basis of Payment.

## **9. CSA Furnished Items**

The CSA will provide the following:

- a) GPS coordinates of both the envelope and the flight train,
- b) GPS location of the Rendez-Vous Point,
- c) Ground Recovery Crew (including recovery team, CSA & payload representatives),
- d) Any ground transportation vehicle required to carry the balloon flight equipment from the Rendez-vous point.
- e) A lead time of 4 hours at a minimum for the Contractor to prepare its helicopter to take off for each recovery task.

## **10. CSA Management and Personnel**

### **10.1 Recovery Coordinator (Ground Crew)**

The CSA may delegate a Recovery Coordinator who will have overall responsibility for recovery operations. His/her tasks will specifically include the following activities:

- a) Control, physically on site or by telephone, the recovery operations from initiation of the landing until return of the equipment to the launch base,
- b) Transmit to the recovery team the Global Positioning System (GPS) coordinates of the predicted landing points of the balloon envelope and the flight train,
- c) Guide and monitor the recovery teams.

**Commented [LS(5):** Not required as a single helicopter will be located in Timmins to cover all balloon launches.

### **10.2 Recovery Team (Ground Crew)**

The Contractor shall work in collaboration with a Recovery Team (2 to 6 people – depending on the size of the flight train), which will be responsible for securing the operational and scientific gondola and for the actual recovery of the flight train and its equipment as well as the balloon envelope remnants.

### **10.3 Other Passengers**

Staff from the gondola scientific team (up to 2 persons) may also participate to the scientific gondola recovery. These passengers may be ferried in a separate voyage from the recovery team.

## **11. Option Years**

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No./ N° VME - FMS

Two one-year option years may be exercised. Launch schedules and hours may vary in option years, and will be decided in each option year.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No./ N° VME - FMS

## ANNEX B

### BASIS OF PAYMENT

#### A - 1. Contract Period (from Contract award to March 31, 2019)

##### 1. Helicopter Charter Services

- 1.1 Total of one (1) helicopter 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   |
| Light Helicopter (detail to be inserted at award) | 6 August to 26 August     | \$ CAD (to be inserted at contract award) |

##### 2. Cost Reimbursable Expenses

###### 2.1 Authorized travel and living expenses for Work

Refer to section 8 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.

| Table 2 – Travel and Living Expenses                           |                                       |
|--|---------------------------------------|
| 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 3 – Other Direct Expenses |                      |                |
|---------------------------------|----------------------|----------------|
| Item                            | Allowable Categories | Estimated Cost |

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

|  |  |                                       |
|--|--|---------------------------------------|
| 1  | Aircraft Fuel  | \$ (to be inserted at contract award) |
| 2  | Other direct expenses items including but not limited to :<br>airport fee's, NAV CANADA charges, and Air Travellers<br>Security Charges etc. | \$ (to be inserted at contract award) |
| Total Estimated Cost of Other Direct Expenses: |  | \$ (to be inserted at contract award) |

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 7.5.2, Limitation of Expenditure.



N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

## **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, 2019 to March 31, 2020)**

#### **1. Helicopter Charter Services**

- 1.1 Total of one (1) helicopter 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   |
| Light Helicopter (detail to be inserted at award) | will be inserted at the time of exercising the first option | \$ CAD (to be inserted at contract award) |

#### **2. Cost Reimbursable Expenses**

##### **2.1 Authorized travel and living expenses for Work**

Refer to section 8 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.

| Table 2 – Travel and Living Expenses                           |                                       |
|--|---------------------------------------|
| 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.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

Table 3 – 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 :<br>airport fee's, NAV CANADA charges, and Air Travellers<br>Security Charges etc. | \$ (to be inserted at contract award) |
| Total Estimated Cost of Other Direct Expenses: |  | \$ (to be inserted at contract award) |

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 7.5.2, Limitation of Expenditure.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

## **B - 2 Option to Extend the Term of the Contract (April 1, 2020 to March 31, 2021)**

### **1. Helicopter Charter Services**

1.1 Total of one (1) helicopter 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   |
| Light Helicopter (detail to be inserted at award) | will be inserted at the time of exercising the second option | \$ CAD (to be inserted at contract award) |

### **2. Cost Reimbursable Expenses**

#### **2.1 Authorized travel and living expenses for Work**

Refer to section 8 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.

| Table 2 – Travel and Living Expenses                           |                                       |
|--|---------------------------------------|
| 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 3 – Other Direct Expenses |                      |                                       |
|---------------------------------|----------------------|---------------------------------------|
| Item                            | Allowable Categories | Estimated Cost                        |
| 1                               | Aircraft Fuel        | \$ (to be inserted at contract award) |

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

|  |  |                                       |
|--|--|---------------------------------------|
| 2  | Other direct expenses items including but not limited to :<br>airport fee's, NAV CANADA charges, and Air Travellers<br>Security Charges etc. | \$ (to be inserted at contract award) |
| Total Estimated Cost of Other Direct Expenses: |  | \$ (to be inserted at contract award) |

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 7.5.2, Limitation of Expenditure.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

## 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 \$500,000 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

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

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.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

- (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.

N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

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



N° de l'invitation - Solicitation No.  
23239-181006/A  
N° de réf. du client - Client Ref. No.  
23239-181006

N° de la modif - Amd. No.  
File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No. / N° VME - FMS

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.

N° de l'invitation - Solicitation No.  
23239-181006/A  
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File No. - N° du dossier  
Is10223239-181006

Id de l'acheteur - Buyer ID  
Is102  
N° CCC / CCC No./ N° VME - FMS

**ANNEX D**

**ATTACHMENTS**

(Financial Bid and Fillable Certifications)