



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

Pacific Region

401 - 1230 Government Street
Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

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

****IMPORTANT NOTICE****

Faxed and hard copy (submitted in person or via
mail/courier) bids will not be accepted for the subject bid
solicitation. See herein.

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet Heavy Lift Helicopter Services Heavy Lift Helicopter Services - BC Canada	
Solicitation No. - N° de l'invitation F1705-190028/A	Date 2020-12-07
Client Reference No. - N° de référence du client F1705-190028	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-246-8115	
File No. - N° de dossier VIC-9-42028 (246)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Standard Time PST on - le 2021-01-12 Heure Normale du Pacifique HNP	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kobenter, Hélène	Buyer Id - Id de l'acheteur vic246
Telephone No. - N° de téléphone (250) 508-7491 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS See herein	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Task Authorization Form 572, the Reporting Requirements – Contracts with Task Authorizations, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity – Certification, and any other annexes.

1.2 Summary

- 1.2.1** The Canadian Coast Guard's (CCG) requires Heavy Lift Helicopter Services to support the installation by CCG of Marine Communications and Traffic Services (MCTS) equipment on the BC Coast in accordance with the requirement detailed herein.

The period of the Contract is from date of Contract to December 31, 2021 inclusive with the option to extend the contract by up to one (1) additional year under the same conditions.

All of the Work to be performed under the Contract will be on an "as and when requested basis" under Task-Authorization (TA). An obligation for any Work will come into force only when a Task Authorization (TA) is approved and issued in accordance with the Task Authorization Process detailed herein.

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria and financial evaluation criteria to be declared responsive. The responsive bid for the aircraft with the lowest evaluated total bid price will be recommended for award of a contract. Canada intends to issue only one (1) contract award.

- 1.2.2** The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3** The requirement is subject to a preference for Canadian goods and/or services.

- 1.2.4** This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users, including areas which may be subject to the following Comprehensive Land Claims Agreements (CLCAs):
- Nisga'a Final Agreement
 - Maa-nulth First Nations Final Agreement
 - Tsawwassen First Nation Final Agreement
 - Tla'amin Final Agreement
- 1.2.5** All inquiries and other communications concerning this Request for proposal must be sent in writing only to the Contracting Authority named in the bid solicitation (helene.kobenter@pwgsc-tpsgc.gc.ca). Consult Part 2 - Bidder Instructions.
- 1.2.6** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.”
- 1.2.7** Due to the impacts from the COVID-19 pandemic, Suppliers are required to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

It is the responsibility of the Bidder to ensure that all amendments issued prior to solicitation closing have been obtained and addressed in the submitted bid.

Bidders intending to submit bids should obtain solicitation documents from the Government Electronic Tendering System (GETS) at <https://buyandsell.gc.ca/procurement-data/tenders>.

The Government of Canada is not responsible for any tender notices and/or related documents and attachments not accessed directly through [Buyandsell.gc.ca/tender](https://buyandsell.gc.ca/tender).

Amendments, when issued, will be available on GETS. Bidders basing their submissions on solicitation documents obtained from other sources do so at their own risk.

For further information, please refer to the solicitation documents.

1.3 Debriefings

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

1.4 Key Terms

“Carrier” The word “Carrier”, as it appears herein, has the same meaning as “Contractor”.

“Charterer” The word “Charterer”, as it appears herein, has the same meaning as “Identified User” and/or “Canadian Coast Guard (CCG)”.

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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

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

PWGSC Pacific Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority (helene.kobenter@pwgsc-tpsgc.gc.ca) **no later than Tuesday December 22, 2020 at 2:00 PM Pacific Standard Time (PST)**. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

Bids transmitted by facsimile or hardcopy will not be accepted.

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

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria listed in Appendix A.2 of Annex "A" 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

3.1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheets in Appendix B.1 of Annex "B" – Basis of Payment.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

See Appendix A.2 at Annex "A".

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

See Appendix B.1 at Annex "B".

4.1.2.2 Calculation of Evaluated Total Bid Price

See Appendix B.1 at Annex "B".

4.1.2.3 Evaluation of Price – Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical and Financial Criteria

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

4.2.2 Number of Contract Awards

Canada intends to issue only one (1) contract award.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

5.1.2.1.1 SACC Manual clause A3050T (2020-07-01) Canadian Content Definition

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.1.1 List of names for integrity verification form

<http://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex "G" titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within three (3) calendar days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

Not Applicable

6.2 Financial Capability

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

6.3 Insurance Requirements

6.3.1 Insurance Certification - Letter from Insurance Broker

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada (Foreign-based Bidders must provide a letter from an insurer with an A.M. Best Rating no less than "A-") stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

An obligation for any Work will come into force only when a Task Authorization (TA) is approved and issued in accordance with the clause entitled "Task Authorization".

7.1.1 Task Authorization

7.1.1.1 Task Authorization Process

Task Authorization:

All of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA).

The Work described in the TA must be in accordance with the scope of the Contract.

A Task Authorization (TA) will not come into force until it has been finalized in accordance with the TA process described below, and duly authorized by the Technical Authority (and Contracting Authority if applicable) before issuance.

Task Authorization Process:

1. The Technical Authority will provide the Contractor with a description of the task using the Task Authorization form PWGSC-TPSGC 572 specified in Annex "D".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority (and the Contracting Authority, if applicable) has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$ _____ (*inserted at time of award*), **Applicable Taxes included, inclusive of any revisions.**

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **\$25,000.00, Applicable Taxes included.**
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 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
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 total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Contract. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Contractor must provide this data in accordance with the reporting requirements detailed in Annex "E". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows: *(dates inserted at time of contract award)*

- 1st quarter: _____ to _____;
- 2nd quarter: _____ to _____;
- 3rd quarter: _____ to _____;
- 4th quarter: _____ to _____.

The data must be submitted to the Contracting Authority no later than thirty (30) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

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 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 30 of general conditions 2035 is amended by adding the following subsection:

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2021 inclusive.

The Contracting Authority or Authorized Client may issue Task Authorizations between the date of Contract up to December 31, 2021 midnight Pacific Standard Time (PST). Contractual obligations and deliverable completion dates under Task Authorizations may extend beyond December 31, 2021 midnight PST and will end once the final Task has been fully completed and all outstanding obligations performed, such as payments (including interests), warranty obligations as well as audit rights.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period from January 1, 2022 to December 31, 2022 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.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract with task authorizations (TA) is to establish the requirement detailed under the Contract to the Identified Users, including areas which may be subject to the following Comprehensive Land Claims Agreements (CLCAs):

- Nisga'a Final Agreement
- Maa-nulth First Nations Final Agreement
- Tsawwassen First Nation Final Agreement
- Tla'amin Final Agreement

7.4.4 Delivery Date

Delivery must be completed in accordance with the Task Authorization.

7.4.5 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the task authorizations (TA) issued under the Contract.

7.5 Authorities

7.5.1 Contracting Authority

Hélène Kobenter
Spécialiste en approvisionnement
Travaux publics et Services gouvernementaux Canada
Victoria, Colombie-Britannique, Canada

Téléphone : (250) 508-7491

Courriel: Helene.Kobenter@tpsgc-pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is: *(inserted at time of contract award)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

In its absence, the Project Authority is: *(inserted at time of contract award, if applicable)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

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

7.5.3 Contractor's Representative

The Contractors Representative for the Contract is: *(As specified in the Bidder's bid)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment – Individual Task Authorization

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex “B”.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ *(amount inserted at Contract award)*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or

- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

The Technical Authority must select one (1) of the following payment methods for each TA. If the authorized TA does not specify a payment method, single payment will apply.

SACC Manual Clause H1000C (2008-05-12) Single Payment

SACC Manual Clause H1001C (2008-05-12) Multiple Payments

7.7.4 SACC Manual Clauses

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

C0100C (2010-01-11) Discretionary Audit – Commercial Goods and/or Services

C0305C (2014-06-26) Cost Submission – Limitation of Expenditure or Ceiling Price

C0710C (2007-11-30) Time and Contract Price Verification

C2604C (2013-04-25), Customs Duties, Excise Taxes and Applicable Taxes – Non-resident

C2605C (2008-05-12) Canadian Customs Duties and Sales Tax – Foreign-based Contractor

7.7.5 Electronic Payment of Invoices – Contract *(As specified by the Bidder at Annex "J" to Part 3 of the Bid Solicitation - Electronic Payment Instruments)*

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.8 Invoicing Instructions

7.8.1 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Task Authorization;
- c. A copy of the duly approved Task Authorization and related amendments;
- d. A copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

2. Invoices must be distributed as follows:

- a. One (1) copy of the invoice with the supporting documentation required must be submitted by electronic mail directly to the Project Authority identified under section 7.5.2 of the Contract for certification and payment.

NOTE: Invoice billing address must match the invoicing address shown on page 1 of the Contract and clearly reference the Contract Number AND Task Authorization Number.

- b. One (1) copy of the invoice with supporting documentation must be forwarded by electronic mail to the PSPC Contracting Authority identified under section 7.5.1 of the Contract

7.9 Certifications and Additional Information

7.9.1 Compliance

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

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

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

7.9.3 SACC Manual Clauses

SACC Manual Clause A0285C (2007-05-25), Workers Compensation
SACC Manual Clause A3060C (2008-05-12), Canadian Content Certification

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*name of the Canadian province or territory as specified by the Bidder in its bid inserted at time of award, if applicable. Refer to section 2.5*).

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28), General Conditions - Higher Complexity - Service);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Insurance Requirements;
- (f) Annex "D", Task Authorization Form PWGSC-TPSGC 572;
- (g) Annex "E", Reporting Requirements – Contracts with Task Authorizations;
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated _____ (*date inserted at time of contract award*).

7.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

(Clause selection finalized at time of contract award)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

7.13 Insurance – Specific Requirements

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

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

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

7.14 SACC Manual clauses

A0038C (2006-06-16) Air Transportation

A9019C (2011-05-16) Hazardous Waste Disposal

A9068C (2010-01-11) Government Site Regulations

B4028C (2008-05-12) Air Charter Conditions

B4031C (2006-06-16) Aircrew Requirements – Rotary Wing Aircraft

B4032C (2006-06-16) Safety Briefing

D3014C (2007-11-30) Transportation of Dangerous Goods/Hazardous Products

D5324C (2007-11-30) Inspection

ANNEX "A"

STATEMENT OF WORK

PROJECT TITLE: CCG Radar Sites Heavy Lift Helicopter Services

CONTRACT FOR: Precision Heavy Lift Helicopter Services

DEPARTMENT: Canadian Coast Guard, Maritime and Civil Infrastructure

DATE: 30 November 2020

1.0 OBJECTIVE:

The Canadian Coast Guard (CCG) requires Heavy Lift Helicopter Services to support the installation by CCG of Marine Communications and Traffic Services (MCTS) equipment under the federal government's Oceans Protection Plan (OPP).

The initial requirement is for the lifting and positioning of four (4) new Marine Communications and Traffic Services (MCTS) buildings at Mount Gil, Telegraph Cove, Denny Island, and Safety Mountain (Calvert Island) to improve radar coverage on the BC coast. This project will involve the slinging of four (4) pre-fabricated buildings onto their foundations on the mountaintop sites at Mount Gil, Telegraph Cove, Denny Island, and Safety Mountain. CCG will require a heavy lift helicopter and lifting crew to provide precision lift services in accordance with the scope of work detailed in Section 3.0 Part ii to land the buildings at each site.

All of the Work will be performed under the Contract and will be on an "as and when requested basis" under Task-Authorization (TA). An obligation for any Work will come into force only when a Task Authorization (TA) is approved and issued in accordance with the Task Authorization Process detailed in the Contract.

2.0 BACKGROUND

Under OPP, Mount Gil, Telegraph Cove, Denny Island, and Safety Mountain were identified as new radar sites that could provide more reliable and improved radar coverage in BC waterways. Each site will have buildings installed that will house communications equipment as well as diesel generators and fuel storage tanks.

The buildings are prefabricated aluminum structures that have an empty weight of 27,300 lbs (12,383 kg). The buildings can be split in two sections, the electronics section weighs approximately 15,300 lbs (6,940 kg) and the generator section weighs approximately 12,000 lbs (5,443 kg). CCG plans to pre-install some components which will bring the building section weights to 16,000 lbs (7,257 kg). The extent of any pre-installed building equipment beyond the 16,000 lbs (7,257 kg) would depend on the Contractor's lift plan.

3.0 SCOPE OF WORK

i. Location of Work

- a) Mount Gil is about 95 kilometres to the southwest of Kitimat, BC near the mouth of Douglas Channel. The CCG site on Mount Gil has the following coordinates:

53° 15 '45" N, 129° 11' 48" W

- b) The new Telegraph Cove site is about 12 kilometres to the southeast of Alert Bay, BC at the north end of the Johnstone Strait. It is located on Mount Collinson has the following coordinates:
50° 31' 42" N, 126° 47' 23" W
- c) Denny Island is about 8 kilometres to the southeast of Bella Bella, BC bordered to the south by Lama Pass. The new CCG site on Denny Island has the following coordinates:
52° 6' 12" N, 128° 4' 27" W
- d) Safety Mountain is about 70 kilometres to the south of Bella Bella, BC at the south end of Fitz-Hugh Sound. The new CCG site on Safety Mountain has the following coordinates:
51° 32' 40" N, 127° 56' 54" W

Annex A Appendix A.1.1 has the locations of all four MCTS sites in the MCTS Site Location Plan.

ii. Required Services

The Contractor is to provide the following services as per the timelines outlined in Part iii:

1. A Heavy Lift Helicopter: This service is to include, but not limited to, the following:
 - a) A helicopter capable of slinging loads of at least 16,000 lbs (7,257 kg) at an elevation of 3,500ft (1,067m). Each building has an empty weight of 27,300 lbs (12,383 kg) but can be separated into two pieces. The helicopter can be either (C) Canadian registered or (N) Unites States registered.
 - b) A precision lift crew capable of slinging the Mt Gil building or building halves from a barge stationed near Mt. Gil and then landing each building or building half onto the building foundation support beams at the Mt Gil site. Refer to the Annex A, Appendix A.1.2 for the building drawings.
 - c) A precision lift crew capable of slinging the Telegraph Cove building or building halves from a barge near Telegraph Cove and then landing each building or building half onto the building foundation support beams at the Telegraph Cove site on Mount Collinson. Refer to the Annex A, Appendix A.1.2 for the building drawings.
 - d) A precision lift crew capable of slinging the Safety Mountain building or building halves from a barge stationed near Safety Mountain and then landing each building or building half onto the building foundation support beams at the Safety Mountain site. Refer to the Annex A, Appendix A.1.2 for the building drawings.
 - e) A precision lift crew capable of slinging the Denny Island building or building halves from a barge near Bella Bella and then landing each building or building half onto the building foundation support beams at the Denny Island site. Refer to the Annex A, Appendix A.1.2 for the building drawings.
 - f) Additional lifts may be required from the barge for each of the four sites. These items would include empty fuel tanks and or storage containers. Their weights would be in the 6,000 lbs (2,721 kg) to 12,000 lbs (5,443 kg) range.
 - g) A proposed lift plan for slinging each building to the four sites noted. The plan is to include proposed lift dates, lift crews, heavy lift helicopter type, lift locations and maximum lift weights for each sling. The plan is to be provided to CCG three weeks prior to the first proposed lift date

2. Miscellaneous equipment to be supplied by the Contractor includes, but not limited to, the following:
 - a) All helicopter fuel required for work and mobilization and demobilization
 - b) All sling equipment, bridals and rigging for lift operations

iii. Project Milestones

CCG plans to have the buildings for Mount Gil and Telegraph Cove ready for installation by June of 2020. The Contractor is to assume a typical 12 hour work day for construction activities.

Mount Gil's building will be installed first. Telegraph Cove's building will be installed after Mount Gil's building has been landed and secured. The following is a tentative timeline of the required services and is to be confirmed with the Contractor at time of Task Authorization Issuance:

1. Mount Gil – June or July of 2021
2. Telegraph Cove – June or July of 2021

The following year, CCG plans to have the buildings for Denny Island and Safety Mountain ready for installation by late Spring 2022, and will confirm the dates with the Contractor by Fall 2021.

The schedule for each building lift will be finalized at time of Task Authorization issuance based on the Contractor's lift plan. Any schedule changes to the Contractors' lift plan must be submitted to CCG for review and approval, and the Task Authorization amended accordingly.

4.0 PROJECT CONSTRAINTS

It is the responsibility of the Contractor to identify all project constraints as they relate to the scope of the Work. Among the various constraints includes, but not limited to, the following:

1. **Site Access** – The Mount Gil, Telegraph Cove, Denny Island, and Safety Mountain sites can only be accessed by helicopter. The contractor is expected to familiarize themselves with all site access constraints to safely navigate to the sites.
2. **Site Conditions** – The Mount Gil site has a gravel helipad and an 80ft (24.4m) self-supported radar tower. Refer to the Annex A, Appendix A.1.3 for the Mount Gil Site Plan (WM-606-1013) and the locations of the helipad, tower, building foundations and building support beam alignment. Telegraph Cove will have a 30ft by 30ft (9.1m by 9.1m) gravel helipad and a 120ft (36.6m) self supported radar tower. The Telegraph Cove Site Plan (WM-697-1011) is shown in Annex A, Appendix A.1.4.

Denny Island and Safety Mountain will have 30ft x 30ft (9.1m by 9.1m) gravel helipads and likely 80ft (24.4m) to 100ft (30.5m) self supporting steel towers. Their site plans will be provided prior to issuing a task authorization.

Other conditions or obstructions may exist and should be verified by the Contractor before mobilizing to the sites. After contract award, CCG can provide transportation from Shoal Point Base in Victoria or the Port Hardy airport for the Contractor to review each site to verify site conditions and note any potential obstructions.

3. **Staging Areas** – The staging areas to sling the buildings will be from a barge for all four sites. A staging area from the Port Hardy Airport (YZT) is assumed for the heavy lift helicopter. Costing is to be based on these staging options.
4. **Weather** – The Contractor is expected to be aware of typical weather conditions in this area and be adequately prepared to perform the work.

5.0 CCG REPRESENTATIVE RESPONSIBILITIES

The CCG Representative shall be responsible for, but not limited to, the following:

1. Providing all construction material and equipment that are not part of the Work provided by the Contractor. These include, but are not limited to the following:
 - a. (1) – Mount Gil's MCTS building and mounting equipment
 - b. (1) – Telegraph Cove's MCTS building and mounting equipment
 - c. (1) – Safety Mountain's MCTS building and mounting equipment
 - d. (1) – Denny Island's MCTS building and mounting equipment
2. All necessary equipment and materials supplied by the CCG Representative which will be available on the barge.
3. Performing and planning all building mobilization activities in conjunction with the Contractor's lift plan.
4. Overseeing all work activities and directing the Contractor to perform the agreed services of the Work.
5. Securing the buildings once the precision lift crew has landed the buildings on each site's foundations
6. Transporting CCG and Contractor crews to and from the work sites from the Contractor's staging areas as identified in the Contractor's lift plan.
7. All occupational health and safety regulations for CCG crew are the responsibility of the CCG Representative. All occupational health and safety regulations for Contractor's workers are the responsibility of the Contractor.
8. All environmental regulations for CCG crew are the responsibility of the CCG Representative. All environmental regulations for Contractor's workers are the responsibility of the Contractor.

6.0 DRAWINGS

Refer to Appendix A.1 for the MCTS Site Location Plan, site specific layouts and MCTS building drawings.

7.0 MEETINGS

A meeting or conference call will be set up shortly after contract award between CCG and the Contractor to review lift plan options.

8.0 TRAVEL AND ACCOMODATIONS

As indicated in Section 5.0, Item 6, CCG will provide transportation for the contractor crews from each staging area to each of the work sites for each lift.

The Contractor is responsible for all other travel related expenses incurred for the Contractor's workers and equipment as it relates to the Work, and will be reimbursed in accordance with the Basis of Payment at Annex B.

N° de l'invitation - Solicitation No.
F1705-190028/A
N° de réf. du client - Client Ref. No.
F1705-190028

N° de la modif - Amd. No.
000
File No. - N° du dossier
VIC-9-42028

Id de l'acheteur - Buyer ID
Vic246
N° CCC / CCC No./ N° VME - FMS

9.0 HEALTH AND SAFETY

The Contractor must comply with applicable health and safety regulations related to the Work and ensure the Contractors representatives are properly trained and equipped with appropriate personal protective equipment. Health and safety for the Contractors representatives are the responsibility of the Contractor.

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F1705-190028/A
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F1705-190028

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Id de l'acheteur - Buyer ID
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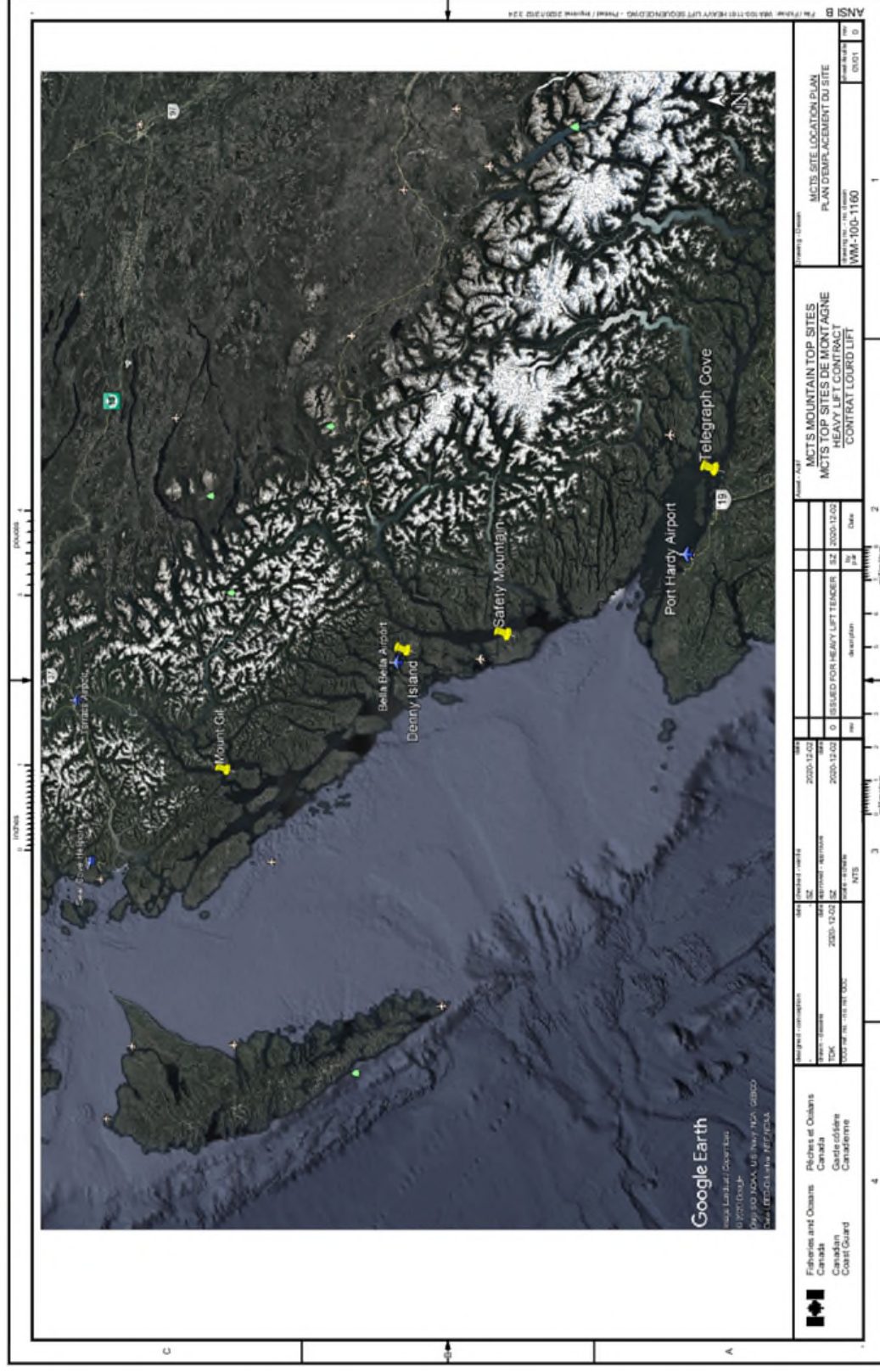
APPENDIX A.1 – TECHNICAL REFERENCE DOCUMENTS

- A.1.1. MCTS Site Location Plan (WM-100-1160)
- A.1.2. Lift Sequence Plan (WM-100-1161)
- A.1.3. Mount Gil MCTS Site (WM-606-1013)
- A.1.4. Telegraph Cove MCTS Site (WM-697-1011)

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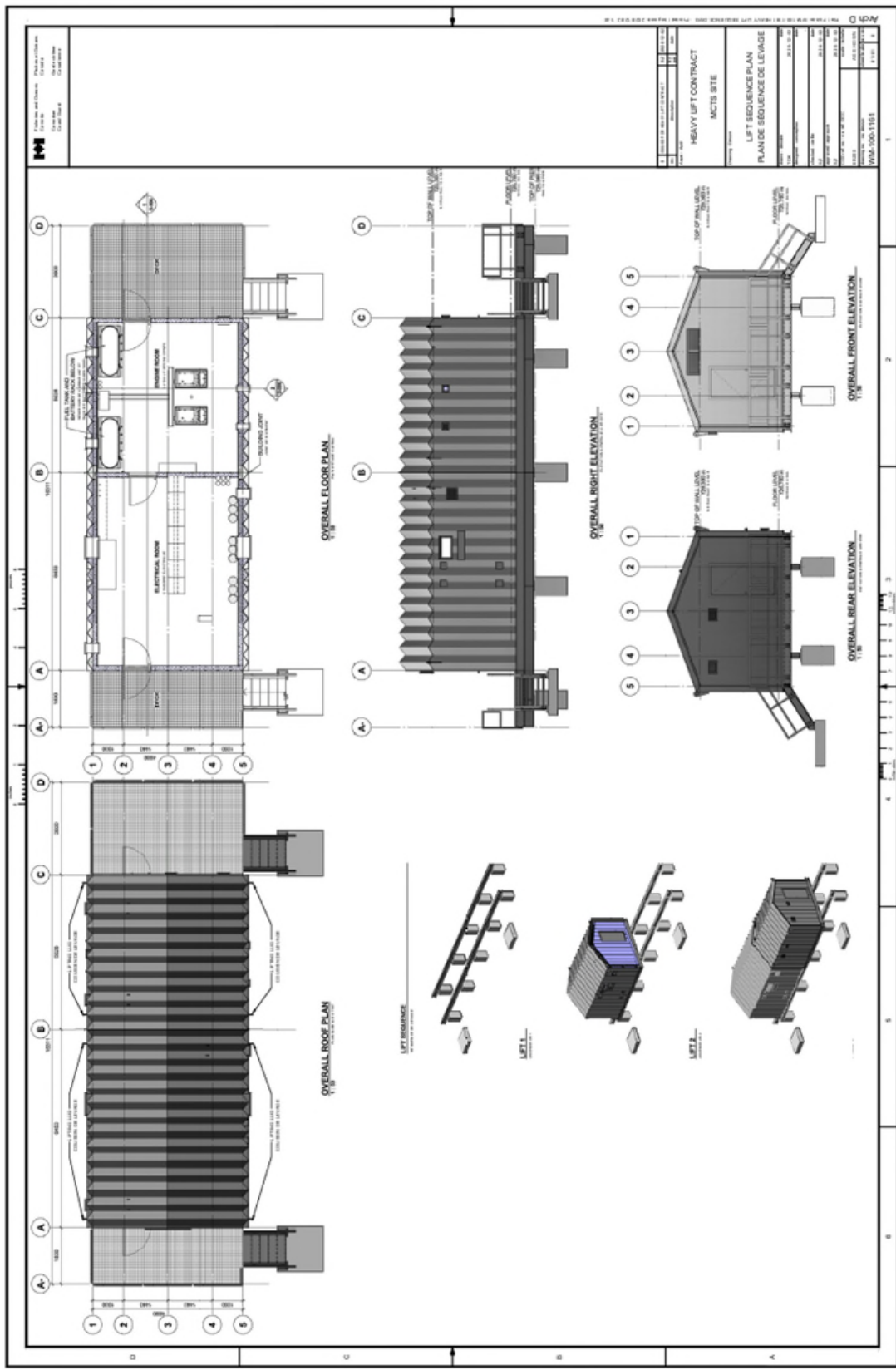
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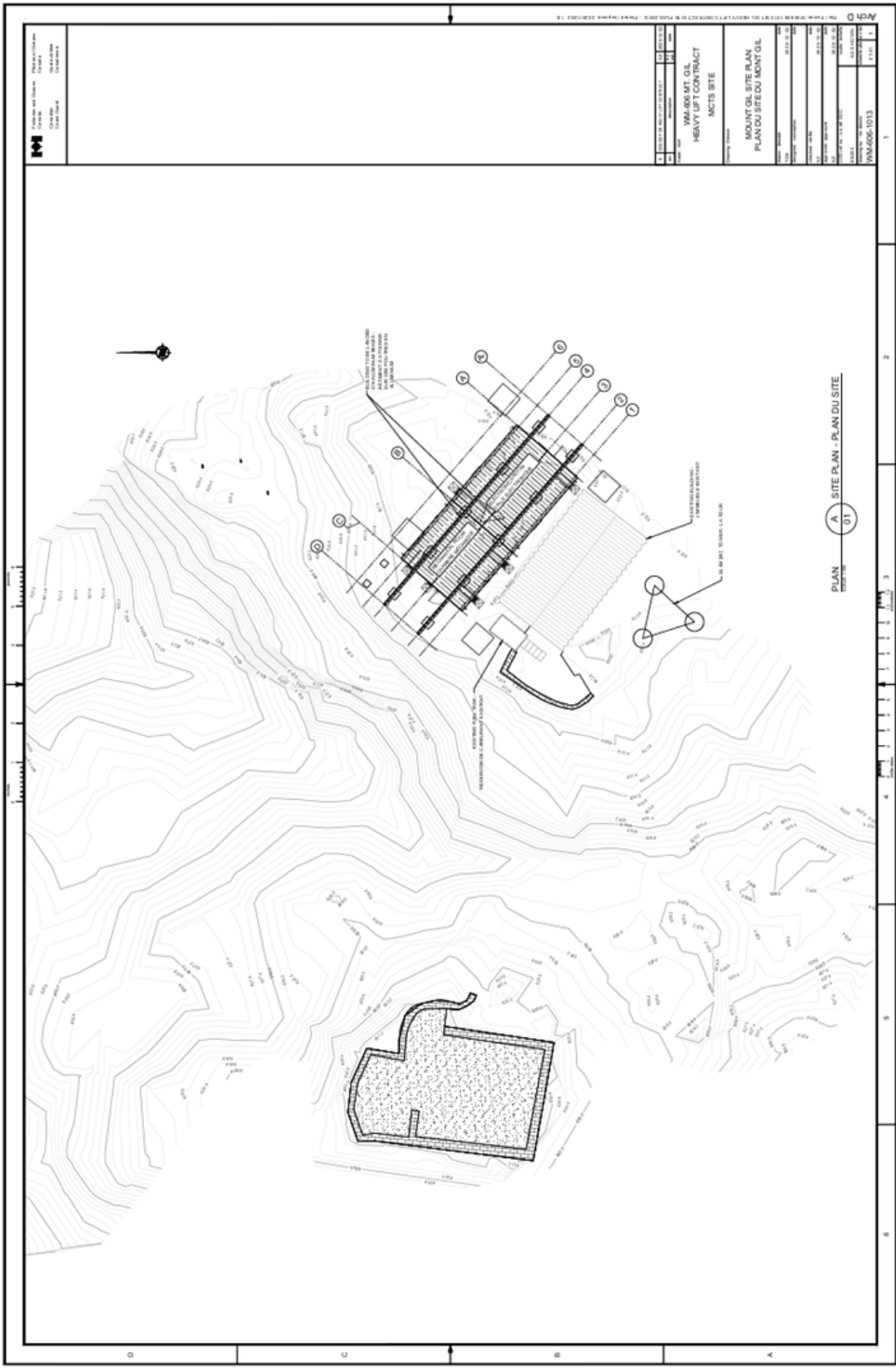
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Id de l'acheteur - Buyer ID
Vic246
N° CCC / CCC No./ N° VME - FMS



APPENDIX A.2 – MANDATORY TECHNICAL EVALUATION CRITERIA / TECHNICAL BID

A Bid must comply with the requirements of the Solicitation and meet all mandatory technical evaluation criteria listed below to be declared responsive and given further consideration in the evaluation process.

The Bidder must submit the documents and information listed in the table below with its bid.

In the event that the Bidder fails to submit any supporting information, the Contracting Authority may request it thereafter in writing, including after the closing date of the bid solicitation. It is mandatory that the Bidder provide the supporting information within three (3) business days of the written request or within such period as specified or agreed to by the Contracting Authority in the written notice to the Bidder.

Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

A.2 Mandatory Technical Evaluation Criteria		Complies	Does not comply
1	<p>A copy of page 1 (cover page) of the bid solicitation document and related amendments duly completed and signed by the Bidder to confirm the Bidder's acceptance of all terms and conditions of the bid solicitation;</p> <p>In the event of an offer submitted by a contractual joint venture, the offer shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture.</p>		
2	<p>The Bidder must provide at least one (1) helicopter capable of slinging loads of at least 16,000lbs (7,257kg) at an elevation of at least 3,500ft (1,067m) to perform the work detailed in Annex "A".</p> <p>For each helicopter proposed, Bidder must specify:</p> <ul style="list-style-type: none">a) Helicopter Type:b) Make and Model proposed:c) Registration number:d) Maximum Payload Capacity (in kilograms (KG) with minimum fuel on board):e) Cruise speed per hour (miles per hour):f) Stated Fuel Consumption (liters/hour):g) Options offered (if applicable): <p>Remark: The helicopter can be either (C) Canadian registered or (N) United States registered.</p>		

A.2 Mandatory Technical Evaluation Criteria		Complies	Does not comply
3	<p>The Bidder must have experience within the last two (2) years from the bid solicitation closing date, providing heavy-lift helicopter services similar in scope and size to those detailed in the Statement of Work at Annex "A".</p> <p>In order to demonstrate the experience, the Bidder must provide:</p> <ul style="list-style-type: none"> a) The name of the client organization to whom the services were rendered; b) The description of the work performed; c) The location where the services were provided; and d) The period (month/year) from which the services were provided 		
4	The Bidder must provide details on the precision lift crew proposed to perform the work detailed in Annex "A".		
5	A copy of the Bidder's current Air Operator Certificate issued by Transport Canada, OR, if another Carrier will operate the air charter service on behalf of the Bidder, a copy of the operating Carrier's Air Operator Certificate issued by Transport Canada.		
6	A copy of the Bidder's current Domestic Licence and/or International Licence issued by the Canadian Transportation Agency, if those licences are required in order to provide the offered service, AND, if another Carrier will operate the air charter service on behalf of the Bidder, a copy of the operating Carrier's current Domestic Licence and/or International Licence issued by the Canadian Transportation Agency, if those licences are required in order to provide the offered service.		
7	A copy of the Bidder's Insurance Certificate confirming that it meets the requirements listed in Annex "C", Insurance Requirements, OR, if another Carrier will operate the air charter service on behalf of the Bidder, a copy of the operating Carrier's Insurance Certificate confirming that it meets the requirements listed in Annex "C", Insurance Requirements.		

ANNEX "B"

BASIS OF PAYMENT / FINANCIAL EVALUATION

Bidders must submit a Basis of Payment meeting the requirements detailed herein.

A financial bid must comply with the mandatory technical evaluation criteria listed herein to be declared responsive and given further consideration in the evaluation process.

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

All costs must be pre-authorized on the Task Authorization in accordance with the Task Authorization process detailed and other conditions detailed in section 7.1 of the Bid Solicitation.

1 Terms and Conditions

- 1.1 Prices and Rates:** Prices and rates must remain firm for the duration of the Contract. In all cases, prices and rates shall be in **Canadian dollars**, taxes and Air Transportation Tax (if applicable) excluded, all applicable Customs Duties and Excise taxes included. In all cases, prices and rates must be firm, **exclude** fuel, but **include** lubricants.

The Carrier will not be permitted to increase or decrease its hourly rate and mileage rate for the duration of the Contract.

- 1.2 Positioning and Depositioning Fees (also referred to as mobilization and demobilization costs):** Will be paid to (positioning) and/or from (depositioning) the Contractor's designated Base of Operations based on Rate per Hour of "Air Time" specified herein.

In the event that the aircraft is located closer to the area from which services will be conducted, then Positioning and Depositioning fees shall be applicable from that location.

In no event will the Positioning and Repositioning fees exceed the fees applicable from the designated Base of Operations, regardless of the position of the aircraft prior to commencement of charter.

- 1.3 Fuel Charges:** Fuel charges are **not included** in the rates. Fuel charges shall be reimbursed at cost, supported by receipts, with no allowance for overhead or profit.

- 1.4 Crew Expenses:** When the nature of the Charter requires the Carrier's personnel to live away from the Carrier's Base of Operations (this includes weather conditions), the Carrier shall be reimbursed for actual expenses incurred, supported by receipts (receipts not required for meals), without any allowance for profit and/or administrative overhead.

Expenses for accommodations, meals, and ground transportation between the aircraft and living quarters at the operating site, shall not exceed those specified in the National Joint Council Travel Directive, in effect at the time the expenses are incurred.

Canada will not pay the Contractor any incidental expense allowance for authorized travel.

In remote areas, accommodations (which may include lodging in semi-permanent buildings), meals, incidentals and ground transportation may be provided by the Charterer, in which case, the Carrier will not claim for expenses incurred.

Crew expenses exclude all labour. Crew time must be included in the All-Inclusive Firm Rate per Hour of "Air Time" submitted in Table B.1.2 below.

1.5 **Airport Fee, NavCan Charges, Air Travellers Security Charge and Miscellaneous Charges:**

Airport Fee will be charged at cost, with no allowance for overhead or profit. In lieu of receipts, the Carrier must provide evidence of airport charge at the commencement of Charter.

NavCan Charges, Air Travellers Security Charge and Miscellaneous Charges such as ground handling, de-icing and other services offered by a subcontractor of the Carrier, shall be reimbursed at cost, supported by receipts, with no allowance for overhead or profit.

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

1.6 **Escalation Conditions**

The net prices quoted herein are subject to revision upwards or downwards to cover changes in costs after contract award in the following elements:

Imposition of any new or changes to existing levies, tariffs or fees of whatsoever nature applicable to any product, authorized, imposed or agreed to after contract award by the Government of Canada or any provincial government or by any Governmental Regulatory Authority.

1.7 **Definition of Terms used in the Basis of Payment**

- i. **Base of Operations:** Indicate the Base of Operations where services offered will be available for the duration of the applicable Contract Period. A Base of Operations is a base where aircraft and crew are available and includes a permanent staffed office with telephone number and facilities.
- ii. **Rate per Hour of "Air Time":** This rate shall be applied in accordance with paragraph 7.1 of the B4028C (2008-05-12) Air Charter Conditions.
- iii. **Equipment and Services:** Indicate the equipment and services **included** in the prices and rates offered pursuant to the list provided by the Carrier in its bid.
- iv. **Other Available Equipment and Services:** Indicate other available equipment and services. If you wish to charge for a particular additional equipment or service, a Firm Charge must be indicated.
- v. **Daily Minimums/Stand-By Time:** Indicate the number of hours per day that applies for each month of the year.

Conditions: If applicable, daily minimums shall be charged as follows:

- a. 50% of the Daily Minimum offered when services provided are between 1:00 p.m. and sun-down the same day.
- b. 50% of the Daily Minimum offered when services provided are between 1:00 p.m. and sun-down the same day.
- c. For situations where (a) or (b) do not apply, the Daily Minimum will be charged in its entirety when the aircraft is under control of the Charterer for more than six (6) hours.
- d. The Daily Minimum will be averaged over the Charter period when the aircraft is under the control of the Charterer for more than one day. If the Charter period is extended, the Daily Minimum will be added to each day of the extension and averaged over the revised Charter period.

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In locations where daylight hours exceed the flight duty time limitation and rest periods defined in CARS 700.16, and where double crewing may be required, an additional amount may have been added to the Daily Minimum to cover the cost of additional crew.

vi. **Cancellation Conditions:** Indicate a firm percentage. If not applicable, indicate 0%.

Without restricting any other term and condition, any Task Authorization may be terminated in whole or in part by Canada giving written notice at least forty-eight (48) hours prior to the requested air charter services start time. There shall be no charge to Canada for such termination. If the cancellation is made within less than forty-eight (48) hours prior to the requested Charter start time, the cancellation charge will apply and be calculated as follows: percentage indicated multiplied by the total estimated Charter cost **excluding** Fuel, Crew Expenses, Airport Fee, NavCan Charges, Air Travellers Security Charge and Miscellaneous Charges.

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APPENDIX B.1 – MANDATORY FINANCIAL EVALUATION CRITERIA / FINANCIAL BID

Bidder must submit a financial offer using this Appendix FOR EACH PROPOSED TYPE OF HELICOPTER to support the evaluation and recommendation for award of a contract to the responsive bid for the helicopter with the lowest evaluated total bid price.

BIDDERS MUST COMPLETE TABLES B.1.1 AND B.1.2 FOR THEIR BID TO BE GIVEN FURTHER CONSIDERATION

B.1.1 Contractor's designated base of operations and estimated travel time to Port Hardy Airport (YZT) BC (MANDATORY)	
Helicopter/Aircraft Model	_____
Contractor's designated Base of Operations (<i>Bidder must specify the address</i>) <i>This is where the aircraft and crew are based i.e., where positioning and deposition costs will be incurred from, NOT the Bidder's/Contractor's Registered Office Address (refer to sections 1.2 and 1.7 (i) of the terms and conditions of this Annex)</i>	_____ _____ _____ _____ _____
Estimated flight hours from Contractor's designated Base of Operations to Port Hardy Airport (YZT) BC Canada (DIRECT RETURN TRIP)	_____ hours

B.1.2 Firm Prices and Rates

Bidders must submit pricing/rate for all categories marked "Mandatory" to be given further consideration in the evaluation process.

Bidder must indicate a "N/C" or "\$0" or "0%" for equipment and services provided at no charge.

Description	Firm Pricing Period 1 From: Date of Contract To: 31-Dec-2021	Firm Pricing Option Period 2 From: 01-Jan-2022 To: 31-Dec-2022
B.1.2.1 Estimated fuel consumption (liters per hour) (Mandatory)	_____ lph	_____ lph
B.1.2.2 ALL-INCLUSIVE FIRM RATE PER HOUR OF "AIR TIME" (Mandatory) (Note 1) Rate must include: <ul style="list-style-type: none"> Lubricants (1.1) Applicable Customs Duties and Excise taxes (1.1) Crew time and equipment to be supplied by the Contractor to perform the work in accordance with Annex "A". Rate must exclude: <ul style="list-style-type: none"> Taxes and Air Transportation Tax (if applicable) (1.1) Fuel charges (1.3) Crew Expenses (1.4) Airport Fee, NavCan Charges, Air Travellers Security Charge and Miscellaneous charges (1.5) <i>The Bidder must provide, within three (3) calendar days following a request from the Contracting Authority, a detailed breakdown of the All-Inclusive Firm Rate per Hour of "Air Time". Failure to comply with the request may result in the bid being declared non-responsive.</i>	CAD \$ _____ / hour	CAD \$ _____ / hour
B.1.2.3 Equipment and Services <u>included</u> in the above Firm Rate per Hour of Air Time offered (Mandatory) (Mandatory) (1.7 iii) <i>Bidders to list equipment and services below or submit on a separate page with their financial bid</i>		
-	included	included
-	included	included
-	included	included

B.1.2 Firm Prices and Rates

Bidders must submit pricing/rate for all categories marked "Mandatory" to be given further consideration in the evaluation process.

Bidder must indicate a "N/C" or "\$0" or "0%" for equipment and services provided at no charge.

Description	Firm Pricing Period 1 From: Date of Contract To: 31-Dec-2021	Firm Pricing Option Period 2 From: 01-Jan-2022 To: 31-Dec-2022
-	included	included
-	included	included
-	included	included
-	included	included
-	included	included
B.1.2.4 Other available Equipment and Services <u>not</u> included in the above Firm Rate per Hour of Air Time and available upon request (if applicable) (re 1.7.iv) <i>Bidder to specify unit of issue on which offered rate is based</i> <i>Bidders to list equipment and services below or attach a price list for each period of the Contract to their financial bid</i>		
-	CAD \$ _____	CAD \$ _____
-	CAD \$ _____	CAD \$ _____
-	CAD \$ _____	CAD \$ _____
-	CAD \$ _____	CAD \$ _____
B.1.2.5 Daily Minimums (hours/day) / Stand- By Time (if applicable) (re 1.7.v)		
January	_____ hours	_____ hours
February	_____ hours	_____ hours
March	_____ hours	_____ hours
April	_____ hours	_____ hours
May	_____ hours	_____ hours
June	_____ hours	_____ hours
July	_____ hours	_____ hours
September	_____ hours	_____ hours
October	_____ hours	_____ hours
November	_____ hours	_____ hours

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B.1.2 Firm Prices and Rates

Bidders must submit pricing/rate for all categories marked "Mandatory" to be given further consideration in the evaluation process.

Bidder must indicate a "N/C" or "\$0" or "0%" for equipment and services provided at no charge.

Description	Firm Pricing Period 1 From: Date of Contract To: 31-Dec-2021	Firm Pricing Option Period 2 From: 01-Jan-2022 To: 31-Dec-2022
December	_____ hours	_____ hours
In locations where daylight hours exceed the flight duty time limitation and rest periods defined in CARs 700.16, and where double crewing may be required, the following will be added to the Daily Minimum to cover the cost of additional crew: (if applicable)	CAD \$_____ hour / day	CAD \$_____ hour / day
B.1.2.6 Cancellation Conditions (Mandatory) (re 1.7.vi)		
Bidder to indicate a firm percentage. If not applicable, indicate 0%.	_____ %	_____ %
Note 1 - The Contractor may charge a maximum of two (2) hours per day as a stand-by rate when the aircraft is scheduled to fly but is not flown due to CCG decision or on days when the minimum flight time does not reach 2 hours.		

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B.1.3 Calculation of Evaluated Bid Price and Basis of selection

Estimated usage or rates used below are for financial evaluation purposes only and do not represent a commitment from Canada.

An obligation for any Work will come into force only when a Task Authorization (TA) is approved and issued in accordance with the clause entitled "Task Authorization Process" in section 7.1.1 of Part 7 of the bid solicitation.

Evaluation Fuel Rate: For the purpose of evaluation ONLY, the fuel rate of CAD \$1.30/Litre, taxes included, will be utilized in all calculations.

B.1.3			
Bidders are not required to complete this table to be given further consideration			
BIDDER:			
HELICOPTER TYPE:			
	Period 1 From: date of award To: 31-Dec-2021	Option Period 2 From: 01-Jan-2022 To: 31-Dec-2022	TOTAL Period 1 + Option Period 2
A. Positioning/Depositioning Fee			
Estimated flight hours from Contractor's designated Base of Operations to Port Hardy Airport (YZT) BC Canada (Direct Return trip) (per B.1.1)	_____ hours	_____ hours	
x All-Inclusive Firm Rate per Hour of Air Time (per B.1.2.2)	x \$ _____ / hour	x \$ _____ / hour	
Subtotal A =	\$ _____	\$ _____	= \$ _____
B. Fuel Charges			
Estimated flight hours from Contractor's designated Base of Operations to Port Hardy Airport (YZT) BC Canada (Direct Return trip) (per B.1.1)	_____ hours	_____ hours	
x Estimated Fuel Consumption (per B.1.2.1)	x _____ lph	x _____ lph	
x Fuel Rate	x \$1.30 /Litre	x \$1.30 /Litre	
Subtotal B =	\$ _____	\$ _____	= \$ _____
Evaluated Total Bid Price (A+B) Port Hardy Airport (YZT) In Canadian dollars, excluding Applicable Taxes			= \$ _____

The responsive bid for the aircraft with the lowest evaluated total bid price will be recommended for award of a contract. Canada intends to issue only one (1) contract award.

The Contract has no provisions for deposits or advanced payments.

ANNEX "C"

INSURANCE REQUIREMENTS

C.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000** per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

C.2 Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$5,000,000** per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Employees and, where applicable, Volunteers must be included as Additional Insured.
 - f. 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.
 - g. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program).
 - h. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.

- i. Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.
- j. 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.

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

C.3 All Risk Property Insurance

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than **\$1,000,000**. The Government's Property must be insured on **Replacement Cost (new)** basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
 - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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 Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

C.4 All Risk in Transit Insurance

2. 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 **\$ 1,000,000** per shipment. Government Property must be insured on Replacement Cost (new) basis. (Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
 - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.
 - 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 Fisheries and Oceans Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

C.5 Environmental Impairment Liability Insurance

1. The Contractor must obtain Storage Tank Third Party Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$1,000,000** per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Storage Tank Third Party Liability insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - g. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to

agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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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.

C.6 Additional insurance requirements, if needed, may be negotiated in a Task Authorization.

ANNEX "D"

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

Form - Formulaire

Instructions - Page 2

Task Authorization
Autorisation de tâche

Instruction for completing the form PWGSC - TPSGC 572 - Task Authorization (Use form DND 626 for contracts for the Department of National Defence)	Instruction pour compléter le formulaire PWGSC - TPSGC 572 - Autorisation de tâche (Utiliser le formulaire DND 626 pour les contrats pour le ministère de la Défense)
Contract Number Enter the PWGSC contract number.	Numéro du contrat Inscrire le numéro du contrat de TPSGC.
Contractor's Name and Address Enter the applicable information	Nom et adresse de l'entrepreneur Inscrire les informations pertinentes
Security Requirements Enter the applicable requirements	Exigences relatives à la sécurité Inscrire les exigences pertinentes
Total estimated cost of Task (Applicable taxes extra) Enter the amount	Coût total estimatif de la tâche (Taxes applicables en sus) Inscrire le montant
For revision only	Aux fins de révision seulement
TA Revision Number Enter the revision number to the task, if applicable.	Numéro de la révision de l'AT Inscrire le numéro de révision de la tâche, s'il y a lieu.
Total Estimated Cost of Task (Applicable taxes extra) before the revision Enter the amount of the task indicated in the authorized TA or, if the task was previously revised, in the last TA revision.	Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision Inscrire le montant de la tâche indiquée dans l'AT autorisée ou, si la tâche a été révisée précédemment, dans la dernière révision de l'AT.
Increase or Decrease (Applicable taxes extra), as applicable As applicable, enter the amount of the increase or decrease to the Total Estimated Cost of Task (Applicable taxes extra) before the revision.	Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu S'il y a lieu, inscrire le montant de l'augmentation ou de la réduction du Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision.
1. Required Work: Complete sections A, B, C, and D, as required.	1. Travaux requis : Remplir les sections A, B, C et D, au besoin.
A. Task Description of the Work required: Complete the following paragraphs, if applicable. Paragraph (a) applies only if there is a revision to an authorized task. (a) Reason for revision of TA, if applicable: Include the reason for the revision; i.e. revised activities; delivery/completion dates; revised costs. Revisions to TAs must be in accordance with the conditions of the contract. See Supply Manual 3.35.1.50 or paragraph 6 of the Guide to Preparing and Administering Task Authorizations. (b) Details of the activities to be performed (include as an attachment, if applicable) (c) Description of the deliverables to be submitted (include as an attachment, if applicable). (d) Completion dates for the major activities and/or submission dates for the deliverables (include as an attachment, if applicable).	A. Description de tâche des travaux requis : Remplir les alinéas suivants, s'il y a lieu : L'alinéa (a) s'applique seulement s'il y a une révision à une tâche autorisée. (a) Motif de la révision de l'AT, s'il y a lieu : Inclure le motif de la révision c.-à.-d., les activités révisées, les dates de livraison ou d'achèvement, les coûts révisés. Les révisions apportées aux AT doivent respecter les conditions du contrat. Voir l'article 3.35.1.50 du Guide des approvisionnements ou l'alinéa 6 du Guide sur la préparation et l'administration des autorisations de tâches. (b) Détails des activités à exécuter (joindre comme annexe, s'il y a lieu). (c) Description des produits à livrer (joindre comme annexe, s'il y a lieu). (d) Les dates d'achèvement des activités principales et (ou) les dates de livraison des produits (joindre comme annexe, s'il y a lieu).

Form - Formulaire

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B. Basis of Payment:

Insert the basis of payment or bases of payment that form part of the contract that are applicable to the task description of the work; e.g. firm lot price, limitation of expenditure, firm unit price

C. Cost of Task:**Insert Option 1 or 2:****Option 1:**

Total estimated cost of Task (Applicable taxes extra): Insert the applicable cost elements for the task determined in accordance with the contract basis of payment; e.g. Labour categories and rates, level of effort, Travel and living expenses, and other direct costs.

Option 2:

Total cost of Task (Applicable taxes extra): Insert the firm unit price in accordance with the contract basis of payment and the total estimated cost of the task.

D. Method of Payment

Insert the method(s) of payment determined in accordance with the contract that are applicable to the task; i.e. single payment, multiple payments, progress payments or milestone payments. For milestone payments, include a schedule of milestones.

B. Base de paiement :

Insérer la base ou les bases de paiement qui font partie du contrat qui sont applicables à la description du travail à exécuter : p. ex., prix de lot ferme, limitation des dépenses et prix unitaire ferme.

C. Coût de la tâche :**Insérer l'option 1 ou 2****Option 1 :**

Coût total estimatif de la tâche (Taxes applicables en sus) Insérer les éléments applicables du coût de la tâche établies conformément à la base de paiement du contrat. p. ex., les catégories de main d'œuvre, le niveau d'effort, les frais de déplacement et de séjour et autres coûts directs.

Option 2 :

Coût total de la tâche (Taxes applicables en sus) : Insérer le prix unitaire ferme conformément à la base de paiement du contrat et le coût estimatif de la tâche.

D. Méthode de paiement

Insérer la ou les méthode(s) de paiement établit conformément au contrat et qui sont applicable(s) à la tâche; c.-à.-d., paiement unique, paiements multiples, paiements progressifs ou paiements d'étape. Pour ces derniers, joindre un calendrier des étapes.

2. Authorization(s):

The client and/or PWGSC must authorize the task by signing the Task Authorization in accordance with the conditions of the contract. The applicable signatures and the date of the signatures is subject to the TA limits set in the contract. When the estimate of cost exceeds the client Task Authorization's limits, the task must be referred to PWGSC.

3. Contractor's Signature

The individual authorized to sign on behalf of the Contractor must sign and date the TA authorized by the client and/or PWGSC and provide the signed original and a copy as detailed in the contract.

2. Autorisation(s) :

Le client et (ou) TPSGC doivent autoriser la tâche en signant l'autorisation de tâche conformément aux conditions du contrat. Les signatures et la date des signatures appropriées sont assujetties aux limites d'autorisation de tâche établies dans le contrat. Lorsque l'estimation du coût dépasse les limites d'autorisation de tâches du client, la tâche doit être renvoyée à TPSGC.


3. Signature de l'entrepreneur

La personne autorisée à signer au nom de l'entrepreneur doit signer et dater l'AT, autorisée par le client et (ou) TPSGC et soumettre l'original signé de l'autorisation et une copie tel que décrit au contrat.

N° de l'invitation - Solicitation No.
F1705-190028/A
N° de réf. du client - Client Ref. No.
F1705-190028

N° de la modif - Amd. No.
000
File No. - N° du dossier
VIC-9-42028

Id de l'acheteur - Buyer ID
Vic246
N° CCC / CCC No./ N° VME - FMS

Clear Data - Effacer les données		Instructions - Page 1	Instructions - Page 2
 Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada		Annex Annexe	
Task Authorization Autorisation de tâche		Contract Number - Numéro du contrat	
Contractor's Name and Address - Nom et l'adresse de l'entrepreneur		Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)	
		Title of the task, if applicable - Titre de la tâche, s'il y a lieu	
		Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$	
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat			
For Revision only - Aux fins de révision seulement			
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu		Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.		Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.	
1. Required Work: - Travaux requis :			
A. Task Description of the Work required - Description de tâche des travaux requis		See Attached - Ci-joint <input type="checkbox"/>	
B. Basis of Payment - Base de paiement		See Attached - Ci-joint <input type="checkbox"/>	
C. Cost of Task - Coût de la tâche		See Attached - Ci-joint <input type="checkbox"/>	
D. Method of Payment - Méthode de paiement		See Attached - Ci-joint <input type="checkbox"/>	

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Annex
Annexe

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date

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**ANNEX "E" – PERIODIC USAGE REPORTS
CONTRACTS WITH TASK AUTHORIZATION**

The data must be submitted to the Contracting Authority (<mailto:helene.kobenter@pwgsc-tpsgc.gc.ca>) no later than thirty (30) calendar days after the end of the reporting period.

Reporting periods: Refer to section 7.1.1.4 entitled Periodic Usage Reports – Contracts with Task Authorizations

Date of the Task Authorization (TA)	TA No.	TA Amd No. (if applicable)	Total \$ of the TA excluding Applicable Taxes
			\$
			\$
			\$
			\$
			\$
			\$

Total number of TAs for the reporting period	\$
Total value of all TAs for the reporting period (excluding Applicable Taxes)	\$

**** Please submit copies of authorized TAs and invoices with your report ****

Date: _____

Submitted by:

Name and signature of person authorized to sign on behalf of Contractor (type or print)

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ANNEX “F” to PART 3 OF THE BID SOLICITATION
ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.3, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "G" to PART 5 OF THE BID SOLICITATION
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) – Labour's website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)