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	<b>EC Bid Solicitation No.. – N° de la demande de soumissions EC</b> <b>5000056458</b>	
	<b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2021-02-05	
	<b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b>  at– à <b>2:00 P.M.</b> on – le <b>2021-03-22</b>	<b>Time Zone – Fuseau horaire</b>  <i>Eastern Standard Time (EST)</i>
	<b>F.O.B – F.A.B</b> Destination	
	<b>Address Enquiries to - Addresser toutes questions à</b> <a href="mailto:moufid.samri@canada.ca">moufid.samri@canada.ca</a>	
	<b>Telephone No. – N° de téléphone</b> 514-496-2617	<b>Fax No. – N° de Fax</b>
	<b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> <i>As indicated in the Statement of Work.</i>	
	<b>Destination of Services / Destination des services</b> <i>As indicated in the Statement of Work.</i>	
	<b>Security / Sécurité</b> <i>There is NO security requirement associated with this bid</i>	
<b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. – N° de téléphone</b>	<b>Fax No. – N° de Fax</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) /</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>          <b>Signature</b>          <b>Date</b>		

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# **TITLE Chartering of Helicopters for Migratory Bird Surveys in Eastern Canada (Quebec and Ontario)**

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security Requirements

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

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

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

### **2. Summary**

2.1 Environment Canada has a requirement for the Chartering of Helicopters for Migratory Bird Surveys in Eastern Canada as detailed in the Statement of Work, Annex "A" to the bid solicitation. This bid solicitation is issued to meet the requirement for helicopter charter services for migratory bird surveys in Eastern Canada. **It aims to award up to of two contracts of one (01) year each, with two (02) irrevocable options of one year (s) each, which allow Canada to extend the term of the contract.** The duration of the contract is one (01) firm year: **from the signing of the contract until March 31, 2022.** In addition, the possibility of two (02) years of extension option, one year each.

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

2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003 (2020-05-28)

2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

2.4 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada-Chile Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement (CCFTA), Canada-Columbia Free Trade Agreement (CCoFTA),

Canada-Honduras Free Trade Agreement (CHFTA), Canada-Panama Free Trade Agreement (CPaFTA), Canada-Peru Free Trade Agreement (CPFTA) and Canada-Korea Free Trade Agreement (CKFTA).

### **3. Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

#### **Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

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

**Delete:** In its entirety

**Insert:** “Deleted”

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

**Delete:** In its entirety

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

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

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

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

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

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

**Delete:** In its entirety

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

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

**Delete:** In their entirety

**Insert:** “Deleted”

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

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

**Insert:** “Deleted”

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

**Delete:** In its entirety

**Insert:** “Deleted”

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

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

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

## **2. Submission of Bids**

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

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

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

## **Definitions**

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

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

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

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

*Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

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

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

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

All enquiries must be submitted in writing to the Contracting Authority no later than Seven (07) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **5. Applicable Laws**

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

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



## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I:

**Technical Bid**, soft copy in PDF format by Email to [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)

Section II:

**Financial Bid**, soft copy in PDF format by Email to [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)

Section III:

**Certifications**, soft copy in PDF format by Email to [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)

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

#### **Note for electronic submission of bids:**

In order to be considered, bids must be received no later than 1400h (2 p.m.) (Eastern Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted **ONLY** to the following email address:

Email Address: [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)

Attention: **Moufid Samri**

Solicitation Number: **5000056458**

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than **15 megabytes (MB)**. It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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

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

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

## Section II: Financial Bid

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

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

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

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

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

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

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the work, at cost, without any allowance for administrative overhead or profit, in accordance with meal allowances, use of a private vehicle and incidental allowances specified in Appendices B, C and D of the Travel Directive of the National Joint Council, and other provisions of the Directive relating to "travelers", rather than those referring to "employees".

All travel must be previously authorized by the project manager.

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

**THE BIDDER MAY SUBMIT A BID FOR ONE REGION OR BOTH REGIONS AT THE SAME  
TIME. THIS REQUEST FOR PROPOSAL IS FOR THE AWARD OF UP TO TWO  
CONTRACTS. ONE CONTRACT FOR THE QUEBEC REGION AND ONE CONTRACT FOR  
THE ONTARIO REGION.**

# FINANCIAL BID PRESENTATION SHEET FOR THE QUEBEC REGION

Item	PERIOD	HOURLY RATE FIRM ALL INCLUDED (In \$ CAN)	Volumetrics (estimation)	Total (\$ CAN)
		A	B	C = A x B
<b>1</b>	<b>Contract : from the signing of the contract to March 31<sup>st</sup>, 2022</b>			
<b>Quebec</b>	<b>90hrs</b> Helicopter Flights in Quebec		90hrs	
<b>Provision</b>	Other costs: Gasoline, landing and sustenance allowed, all on presentation of receipts, with the exception of meals.			41,000\$
<b>Total Contract : A</b>				
<b>2</b>	<b>First Optional Period : from April 1<sup>st</sup>, 2022 to March 31<sup>st</sup>, 2023</b>			
<b>Quebec</b>	<b>90hrs</b> Helicopter Flights in Quebec		90hrs	
<b>Provision</b>	Other costs: Gasoline, landing and sustenance allowed, all on presentation of receipts, with the exception of meals..			41,000\$
<b>Total for optional period 1: B</b>				
<b>3</b>	<b>Second Optional Period : from April 1<sup>st</sup>, 2023 to March 31<sup>st</sup>, 2024</b>			
<b>Quebec</b>	<b>90hrs</b> Helicopter Flights in Quebec		90hrs	
<b>Provision</b>	Other costs: Gasoline, landing and sustenance allowed, all on presentation of receipts, with the exception of meals.			41,000\$
<b>Total for optional period 2: C</b>				
<b>4</b>	<b>QUEBEC - <span style="color: blue;">Evaluated price</span> (excluding applicable taxes):</b> (i.e. the sum of: A + B + C)			\$ _____
<b>5</b>	<b>Applicable Taxes   Quebec   14.975%</b>			

# FINANCIAL BID PRESENTATION SHEET FOR THE ONTARIO REGION

Item	PERIOD	HOURLY RATE FIRM ALL INCLUDED (In \$ CAN)	Volumetrics (estimation)	Total (\$ CAN)
		A	B	C = A x B
<b>1</b>	<b>Contract : from the signing of the contract to March 31<sup>st</sup>, 2022</b>			
<b>Quebec</b>	<b>45hrs</b> Helicopter Flights in Ontario		45hrs	
<b>Provision</b>	Other costs: Gasoline, landing and sustenance allowed, all on presentation of receipts, with the exception of meals.			19,000\$
<b>Total Contract : A</b>				
<b>2</b>	<b>First Optional Period : from April 1<sup>st</sup>, 2022 to March 31<sup>st</sup>, 2023</b>			
<b>Quebec</b>	<b>50hrs</b> Helicopter Flights in Ontario		50hrs	
<b>Provision</b>	Other costs: Gasoline, landing and sustenance allowed, all on presentation of receipts, with the exception of meals..			19,000\$
<b>Total for optional period 1: B</b>				
<b>3</b>	<b>Second Optional Period : from April 1<sup>st</sup>, 2023 to March 31<sup>st</sup>, 2024</b>			
<b>Quebec</b>	<b>50hrs</b> Helicopter Flights in Ontario		50hrs	
<b>Provision</b>	Other costs: Gasoline, landing and sustenance allowed, all on presentation of receipts, with the exception of meals.			19,000\$
<b>Total for optional period 2: C</b>				
<b>4</b>	<b>ONTARIO - <span style="color: blue;">Evaluated price</span> (excluding applicable taxes):</b> (i.e. the sum of: A + B + C)			\$ _____
<b>5</b>	<b>Applicable Taxes   Ontario   13%</b>			

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

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

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

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

#### **1.2 Financial Evaluation**

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

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

### **2. Basis of Selection - Mandatory Technical Criteria**

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

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

The bidder must describe, using relevant details, how they meet  
all the mandatory technical criteria:

N*	Mandatory Technical Criteria	Met	Not Met
MC1	Type of helicopter: Astar 350, Bell 206-L or equivalent as described in Appendix A. <b>Model:</b> <b>Serial Number:</b> <b>Date of Manufacture:</b> <b>Registration:</b>		
MC2	The same type of helicopter (or the equivalent as described in Annex A) must be assigned to both regions (Quebec and Ontario).		
MC3	The helicopters for both regions (Quebec and Ontario) must be equipped with "pop-out" float skids.		
MC4	Rear windows are configured to enhance visibility as described in section <i>Maximum rear seat visibility</i> in Annex A. The proponent must provide photos (left and right sides) of both helicopters identified for the missions in order to confirm the outside configuration of the cabin.		
MC5	Pilots-in-command at the time of the missions must have flown a rotary-wing aircraft for at least 2000 hours, including 1000 hours as the specified type of pilot-in-command and 500 hours in regions similar to those described in Appendix A.  <b>PROVIDE PILOTS CVs AND PROOF(S) OF THE NUMBER OF FLYING HOURS.</b>		
MC6	Pilots-in-command at the time of the missions must have extensive experience piloting wildlife surveys similar to the one described in the <i>Statement of Requirements</i> in Annex A under " <b>Required experience and ability of the pilots-in-command</b> "  <b>PROVIDE PILOTS CVs AND PROOF(S) OF EXPERIENCE</b>		
MC7	Pilots-in-command assigned to <b>Ontario</b> mission must be able to communicate fluently in English.		
MC8	Pilots-in-command assigned to <b>Quebec</b> mission must be able to communicate fluently in French.		
MC9	The bidder <b>for the two regions</b> (Quebec and Ontario) must be able to meet the demand for simultaneous services in Quebec and Ontario. The supplier must therefore have the two helicopters required at the start for the two simultaneous missions (one in Ontario and one in Quebec).		
MC10	In the event of an equipment or mechanical breakdown, proponent must replace the defective helicopter (with an equivalent one) within two days.		
MC11	The Bidder must guarantee within 48 hours of a request the services of a replacement pilot in case of non-compliance with the work to be done (at the request of the EC's Project Authority) or in case of emergency (e.g. illness), knowing that both missions (Ontario and Quebec) are simultaneous.		
MC12	For the two regions: Quebec and Ontario. The hourly rate in the financial proposal <b>must not exceed the threshold of \$ 1,100 per flight hour.</b> Applicable taxes extra.		



## **PART 5 - CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

#### **2.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the

Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## **2.2 Études et expérience**

PWGSC SACC Manual Clause A3010T (2010-08-16), Education and Experience

## **PART 6 – SECURITY REQUIREMENTS**

### **1. Security Requirement**

No security requirement is applicable to this request.

### **2.0. Insurance Requirements**

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

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

## PART 7 - RESULTING CONTRACT

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

**Title:** *Chartering of Helicopters for Migratory Bird Surveys in Eastern Canada (Quebec and Ontario)*

### 1. Statement of Work

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

### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### At Section 12 Transportation Costs

**Delete:** In its entirety

**Insert:** "Deleted"

#### At Section 13 Transportation Carriers" Liability

**Delete:** In its entirety.

**Insert:** "Deleted"

#### At Section 18, Confidentiality:

**Delete:** In its entirety

**Insert:** "Deleted"

#### Insert Subsection: "35 Liability"

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

### 3. Security Requirement

3.1 There is no security requirement applicable to this Contract.

### 4. Term of Contract

#### 4.1 Period of the Contract

The Work is to be performed during the period of **signature of the contract to March 31<sup>st</sup>, 2022**

## 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 **02** additional **one year period under** the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Moufid Samri**

Title: Procurement agent

Environment Canada

Procurement and Contracting Division

Address: 105, McGill, 5th floor - Montréal (QC) H2Y 2E7

Telephone: 514-496-2617

E-mail address: moufid.samri@canada.ca

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

### 5.2 Technical Authority – *will be identified in the at contract*

The Technical Authority for the Contract is:

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

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

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

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

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

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

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

### 5.3 Contractor's Representative – *will be identified in the at contract*

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

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

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

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

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

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

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

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

## 7. Payment

### 7.1 Basis of Payment

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

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

### 7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and the Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (i) when it is 75 percent committed, or
  - (ii) four (4) months before the contract expiry date, or
  - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

### 7.3 PWGSC SACC Manual Clauses

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

### 7.4 Time Verification

C0711C (2008-05-12) - Time Verification

## **8. Invoicing Instructions**

### **8.1 Progress Payments**

- 8.1.1 The Contractor must submit invoices (*choose monthly or other timeframe*) in accordance with the section entitled "Invoice Submission" of the general conditions.
- 8.1.2 Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to \_\_\_\_\_ percent of the amount claimed and approved by Canada if:
- (a) an accurate and complete claim for payment in the form of an itemized account and any other documents required by the Contract is submitted in accordance with the invoicing provisions of the Contract;
  - (b) the amount claimed is in accordance with the basis of payment;
  - (c) the total amount for all progress payments paid by Canada does not exceed \_\_\_\_\_ percent of the total amount to be paid under the Contract;
  - (d) all such documents have been verified by Canada;
  - (e) the work delivered has been accepted by Canada.
- 8.3 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- 8.4 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

## **9. Certifications**

### **9.1 Compliance**

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

## **10. Applicable Laws**

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

## **11. Priority of Documents**

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

- (a) the Articles of Agreement;

- (b) 2010B General Conditions - Professional Services (Medium Complexity) (2020-05-28) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements; Aviation Liability Insurance
- (f) Annex D, Supplier List of Names
- (g) Annex E, Former Public Servants - Competitive Bid Form;
- (h) The Contractor's bid dated .....

## **12. Insurance Requirements**

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

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

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

## **13. Air Charter Conditions**

PWGSC SACC Manual Clause B4028C (2008-05-12) [Air Charter Conditions \(2008-05-12\) B4028C](#)

## **14. Air Transportation**

PWGSC SACC Manual clause A0038C (2006-06-16) [Air transport \(2006-06-16\) A0038C](#)



## **ANNEX A STATEMENT OF WORK**

### **Chartering of Helicopters for Migratory Bird Monitoring in Eastern Canada (Quebec and Ontario)**

#### **Background**

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

#### **Statement of Requirements**

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

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

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

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

#### **Requirements for the fiscal year: 2021-2022**

**Minimum number of guaranteed hours in total for Quebec = 90 hours**

**Minimum number of total guaranteed hours for Ontario = 45 hours**

**Maximum number of hours possible in total for Quebec = 250 hours**

**Maximum number of total hours possible for Ontario = 135 hours**

NOTE: Other mission(s) may be possible during the year.

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

- Eastern Waterfowl Survey:  
20 plots measuring 5 km  $\times$  5 km surveyed annually (see Figure 1 below)
- Southern Ontario Waterfowl and Wetlands Plot Survey:  
15-25 plots measuring 1.6 km  $\times$  1.6 km (see Figure 2 below)

**- Minimum guaranteed hours: 45 hours**

- Number of estimated hours for the principal mission: 45 to 60 hours of flight time (averaging 6 hours per day)
- Period: between May 1 and May 20 (about 10 consecutive days)
- Crew: three (3) observers and luggage
- Operating bases (for information purposes, based on the geographic distribution of plots to be surveyed in Ontario according to the annual rotation; non-exclusive): Pembroke, Parry Sound, North Bay, Sudbury, Elliot Lake, Chapleau, Timmins, Kapuskasing, and Hearst.
- Desired departure location: Ottawa Airport
- IMPORTANT: Pilot must be able to communicate fluently in English during the mission with the crew.

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

- Eastern Waterfowl Survey: 83 plots measuring 5 km × 5 km surveyed annually (see Figure 1 below)

**- Minimum guaranteed hours: 90 hours**

- Number of estimated hours for the principal mission: 90 to 100 hours of flight time (averaging 6 hours per day)
- Period: between May 1 and June 5 (about 15 consecutive days)
- Crew: three (3) observers and luggage
- Operating bases (for information purposes, based on the geographic distribution of plots to be surveyed in Quebec, according to an annual rotation; non-exclusive): La Tuque, Parent, Mont-Laurier, Maniwaki, Saint-Bruno-de-Guigues, Rouyn, Val-d'Or, Amos, La Sarre, Matagami, Némiscau, Témiscamie, Chibougamau, Bagotville, Chicoutimi, Saint-Honoré, Alma, Roberval, Dolbeau, Saint-Irénée, Forestville, Baie-Comeau, Sept-Îles, Havre-Saint-Pierre, Natashquan, Manic-Cinq and Chutes-des-Passes
- Desired departure city: Quebec City Airport
- IMPORTANT: Pilot must be able to communicate fluently in French during the mission with the crew.

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

**Specific requirements for the helicopters, the pilots-in-command and the proponent:**

**1. Required features for the two (2) helicopters dedicated to the simultaneous principal missions in Quebec and Ontario**

- Type of helicopter: Astar 350 or equivalent
- Maximal flying hours required
- Able to transport three (3) observers and luggage
- Excellent visibility for all observers
- Excellent cost-efficiency
- Equipped with a 110-V power adapter for running computer equipment (laptops, GPS, external monitor, etc.).

**2. Pop-out float skids**

Required equipment because of limited visibility of a helicopter with fixed floats and safety concerns with constantly flying over aquatic environments. Note: fixed floats do not meet the mandatory technical criteria.

**3. Maximum rear seat visibility**

- If Astar 350, the optimal configuration would be full window on rear-sliding doors (left AND right side); otherwise, a full window on rear-sliding door behind front passenger and a flat

window (no-bubble) on rear-sliding door behind the pilot would be considered adequate.

Wedge windows in the rear will be considered but with a lower preference.

- Any other equivalent helicopter should be equipped to offer the maximum visibility possible for rear seat observers (e.g., bubble windows).
- Note: in the proposal, the proponent must provide a detailed description of the door and window configuration (with pictures of the right and left sides) of the two helicopters assigned for both principal missions (Quebec and Ontario).

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

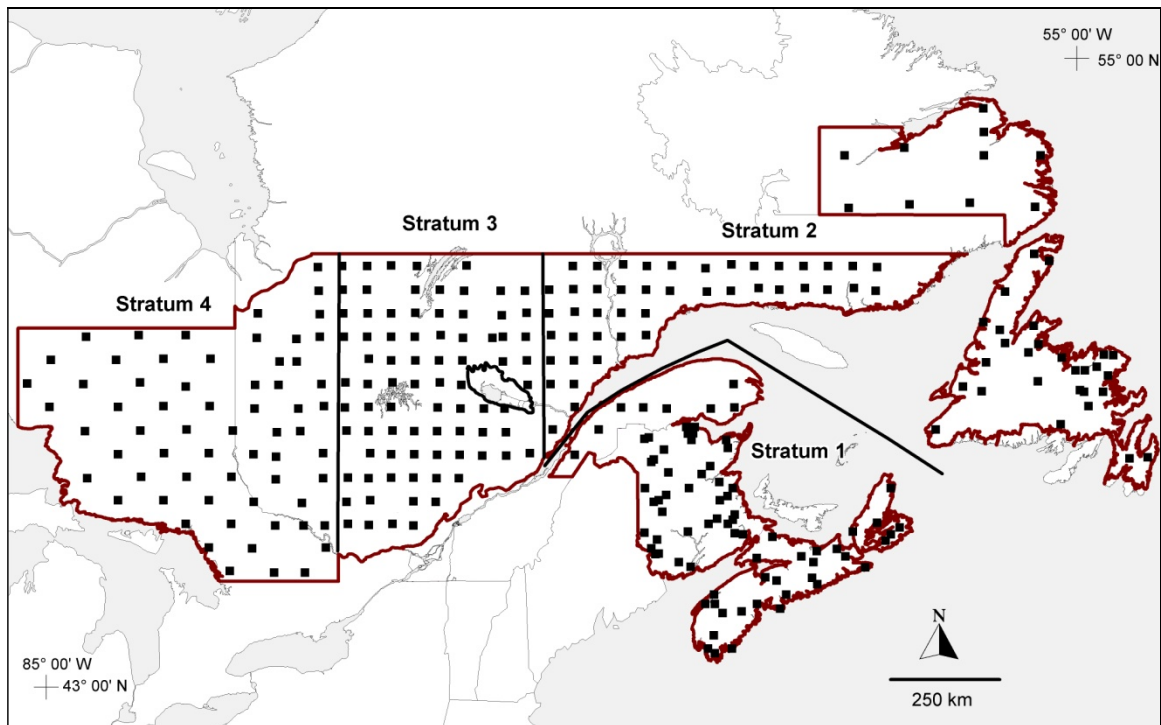
Given the very technical nature of the work (low altitude, remote environment, numerous hours per day), the pilots-in-command (one in Ontario, one in Quebec) at the time of the missions must have flown a helicopter for at least 2000 hours, including 1000 hours as the specified type of pilot-in-command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

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

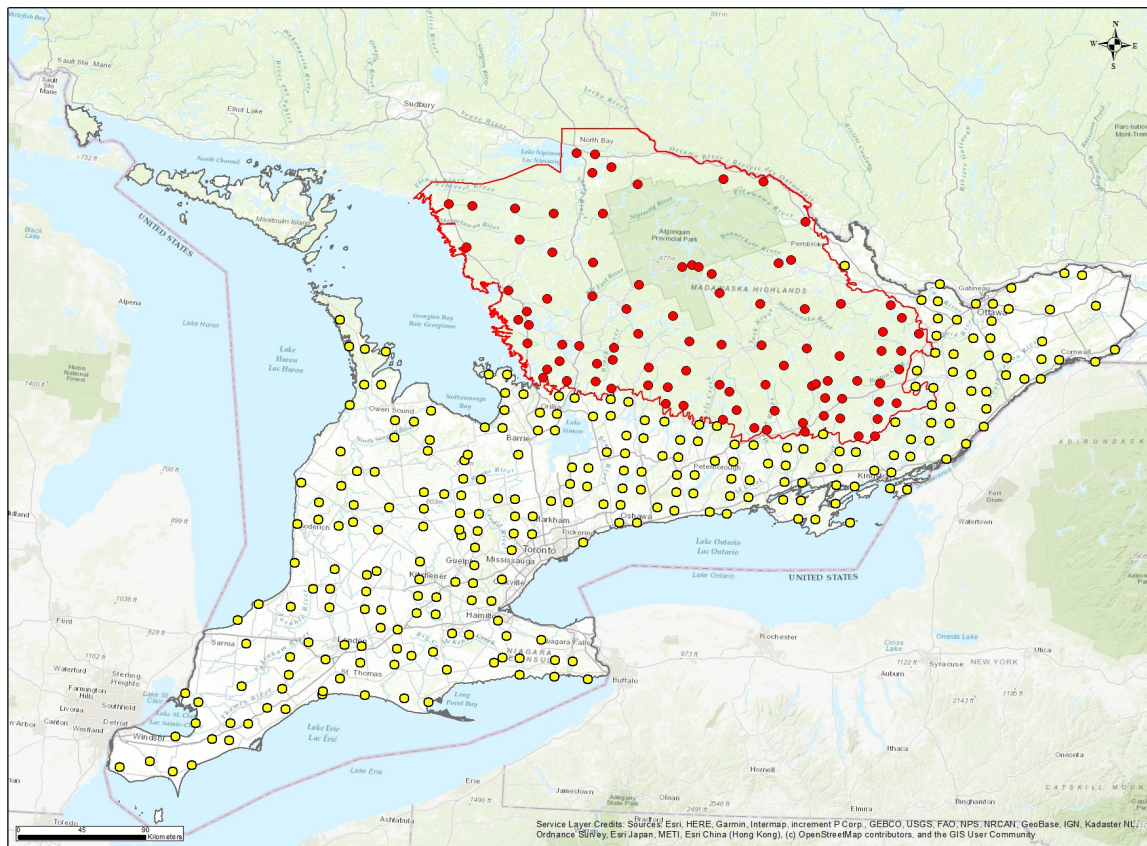
#### **5. Requirements of the proponent**

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

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



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



**ANNEX B**  
**BASIS OF PAYMENT**

Will be determined in the contract

**ANNEX C**  
**INSURANCE REQUIREMENTS**  
**Aviation Liability Insurance**

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The 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. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
  - g. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
  - i. 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.

## ANNEX D SUPPLIER LIST OF NAMES

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#). / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.<sup>1</sup> / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.<sup>1</sup>

### \* Informations obligatoires / Mandatory Information

<b>* Dénomination complète de l'entreprise / Complete Legal Name of Company</b>		
<b>* Nom commercial / Operating Name</b>		
<b>* Adresse de l'entreprise / Company's address</b>	<b>* Type d'entreprise / Type of Ownership</b>	
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture	
<b>* Membres du conseil d'administration<sup>2</sup> / Board of Directors<sup>2</sup></b>		
(Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)		
<b>Prénom / First name</b>	<b>Nom / Last Name</b>	<b>Position (si applicable) / Position (if applicable)</b>

**1 Liste des noms :** Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

**List of names:** All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

**2 Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors**



## ANNEX E

### FORMER PUBLIC SERVANT – COMPETITIVE BID FORM

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

#### Definitions

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

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

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

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

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

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

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

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

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

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

## Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Name and Signature

\_\_\_\_\_  
Date