



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Electronic Copy: ec.soumissions-bids.ec@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Water Survey of Canada - Air Charter Requirement</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000053521</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2021-06-15</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 3:00 P.M. on – le 2021-07-15</p>	<p>Time Zone – Fuseau horaire Eastern Daylight Time</p>	
	<p>F.O.B – F.A.B</p>		
	<p>Address Enquiries to - Adresser toutes questions à Heidi Noble heidi.noble@canada.ca</p>		
	<p>Telephone No. – N° de téléphone 905-319-6982</p>	<p>Fax No. – N° de Fax</p>	
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2022-03-31</p>		
	<p>Destination - of Services / Destination des services Fort McMurray, AB</p>		
	<p>Security / Sécurité There is no security requirement associated with this requirement.</p>		
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>			
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>		
<p>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)</p>			
<p>Signature</p>		<p>Date</p>	

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TITLE Water Survey of Canada - Air Charter Requirement

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 and Other Requirements includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Mandatory and Rated Technical Criteria, the Bidder's Experience Table, the Client Reference Table, and the Client Reference Checks.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, and the Mandatory Site Visit Certificate.

2. Summary

- 2.1 Environment and Climate Change Canada has a requirement for air charter services in the Fort McMurray, AB area as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the Contract is from date of contract to March 31, 2022. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions.
- 2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security and Other Requirements and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).
- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions: 2003.
- 2.4 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.
- 2.5 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), and the Canadian Free Trade Agreement (CFTA).

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 (2020-05-28) 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"

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

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 (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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 (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

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 1500h (3 p.m.) (Eastern Daylight 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

Attention: Heidi Noble

Solicitation Number: 5000053521

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.

Bids sent by fax will not be accepted.

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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. 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 Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their rates 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 for each task 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 Alberta Region.
- (ii) travel between the successful bidder's place of business and the Alberta Region; and
- (iii) the relocation of resources

to 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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

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 – Refer to Attachment 1 to Part 4

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

1.1.2 Point Rated Technical Criteria – Refer to Attachment 1 to Part 4

A proposal must obtain the required minimum score of 50 points in the technical evaluation criteria to be considered responsive.

1.2 Evaluation of Price

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

For evaluation purposes only, the price of the bid will be determined as follows:

Proposals will be evaluated out of 30 points

The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price

2. Basis of Selection

2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical criteria;and
 - (c) obtain the required minimum score of 50 points in the technical evaluation criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$55,000.00.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	70/100	80/100
Bid Evaluated Price	\$75,000.00	\$55,000.00	\$65,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 70 = 63$	$70/100 \times 70 = 49$	$80/100 \times 70 = 56$
Pricing Score	$55/75 \times 30 = 22$	$55/55 \times 30 = 30$	$55/65 \times 30 = 25$
Combined Rating	85	79	81
Overall Rating	1 st	3 rd	2 nd

**ATTACHMENT 1 TO PART 4
MANDATORY AND RATED TECHNICAL CRITERIA**

TECHNICAL TERM DEFINITIONS

Base of Operations Fort McMurray, Alberta

Pilot-in-Command (PIC) is defined as the pilot in command of a rotary wing aircraft. The PIC is directly responsible for operation of the rotary wing aircraft and is the final authority as to the operation of the rotary wing aircraft.

Team of Pilots is defined as the pilots currently employed by the bidder that are candidates to be the PIC for the operations described by this Request for Proposals. Each must be certified to fly the rotary wing aircraft type specified in Part 5 – Certifications MC1A

	<p align="center">Mandatory Technical Criteria</p> <p align="center">The Bidder must demonstrate in its bid that it meets the Mandatory Technical Criteria found below.</p>	<p align="center">Met/Not Met</p>
<p>M1</p>	<p>The Bidder certifies that its proposed aircraft is located in Fort McMurray.</p> <p>In order to demonstrate this, the Bidder must sign below.</p> <p>Name:</p> <p>_____</p> <p>Signature:</p> <p>_____</p> <p>Date of Signatue:</p> <p>_____</p>	
<p>M2</p>	<p>The Bidder certifies that its base of operations has:</p> <ul style="list-style-type: none"> - a heated indoor washroom; and - a staging area. <p>In order to demonstrate this, the Bidder must sign below.</p> <p>Name:</p> <p>_____</p> <p>Signature:</p> <p>_____</p> <p>Date of Signatue:</p> <p>_____</p>	

<p>M3</p>	<p>The Bidder certifies that its proposed aircraft has a power/torque to lift off and land safely. In order to demonstrate this, the Bidder must sign below.</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Date of Signatue: _____</p>	
<p>M4</p>	<p>The Bidder certifies that its proposed aircraft has squirrel cheeks on both sides of the proposed aircraft to facilitate transportation of bulky equipment. In order to demonstrate this, the Bidder must sign below.</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Date of Signatue: _____</p>	
<p>M5</p>	<p>The Bidder certifies that its proposed aircraft has large skid-mounted rectangular basket with 250 lb rating to facilitate transportation of longer equipment. In order to demonstrate this, the Bidder must sign below.</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Date of Signatue: _____</p>	
<p>M6</p>	<p>The Bidder certifies that its daily minimum hours will not exceed</p>	

	<p>three (3) hours.</p> <p>In order to demonstrate this, the Bidder must sign below.</p> <p>Name:</p> <p>_____</p> <p>Signature:</p> <p>_____</p> <p>Date of Signatue:</p> <p>_____</p>	
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	Rated Technical Criteria	Maximum Score	Rating
R1	<p><u>Onsite Secure Storage</u> <i>Background:</i> Frequently, staff will leave equipment at the hanger overnight between flight days. This saves time in reducing vehicle load/unload time at the beginning and end of each day. <i>Criteria:</i> WSC is looking for an appropriate-sized secure space located within easy access of tarmac (ground floor, large access door). Area should be approximately 9m² (3mx3m).</p> <ul style="list-style-type: none"> • Access to 9m² of secure space in heated ground floor with overhead door opening to tarmac. (15 pts) • Access to less than 9m² of secure space in heated ground floor with overhead door opening to tarmac. (10 pts) • Access to less than/equal to 9m² of secure space in unheated ground floor with overhead door opening to tarmac. (5 pts) • No overnight storage available. (0 pts) <p>The Bidder should complete the Onsite Secure Storage Table found in Attachment 2 to Annex 4.</p>	15	
R2	<p><u>Number of Fuel caches</u> <i>Background:</i> Occasionally, staff must visit further-distanced sites to conduct hydrometric work. A fuel cache network will ensure staff and necessary equipment can visit these sites and be returned to home base with enough reserve fuel to satisfy the 20 minutes of flight time requirement. <i>Criteria:</i> The Bidder must identify, within the travel area identified in Annex A, the Statement of Work, the number of known fuel cache locations that exist in their current operations.</p> <ul style="list-style-type: none"> • At least three cache locations within our operating area (15 points) • At least two cache locations within our operating 	15	

	<p>area (10 points)</p> <ul style="list-style-type: none"> • At least one cache location within our operating area (5 points) • No fuel cache locations within our operating area (0 points) 		
R3	<p><u>Slinging Operations</u> <i>Background:</i> Although infrequent, staff occasionally require PICs to conduct slinging operations with small river boats or construction/field gear.</p> <p><i>Criteria:</i> All proposed pilots should have experience slinging equipment on or between sites. Points will be deducted as follows:</p> <ul style="list-style-type: none"> • 1 point for each proposed pilot with experience between 200-299 hours • 2 points for each proposed pilot with experience between 100-199 hours • 3 points for each proposed pilot with experience less than 100 hours. 	15	
R4.1	<p><u>Pilot Experience: Hours in Type</u> <i>Background:</i> A team of experienced pilots provides flexibility and back-up operators, while also ensuring safe operations in remote and often challenging flying conditions.</p> <p>The Bidder should provide:</p> <ul style="list-style-type: none"> ▪ For each pilot in the team-of-pilots, the number of hours as PIC in the helicopter type that WSC staff will be transported in; and <p><i>Criteria:</i> The bidder should select from a pool of PICs. Points will be deducted as follows:</p> <ul style="list-style-type: none"> • 1 point for each proposed pilot with experience between 1000-1999 hours • 2 points for each proposed pilot with experience between 500-999 hours • 3 points for each proposed pilot with experience less than 499 hours. 	20	
R4.2	<p><u>Pilot Local Experience: Experience as PIC around Fort McMurray and region.</u> <i>Background:</i> The Fort McMurray area and surroundings are unique with the size and scale of remote operations within the operational area. This, in turn, results in a diversity of industries and operators within the area.</p> <p><i>Criteria:</i> Pilots should have a considerable amount of experience flying locally (Fort McMurray and surrounding area) and be familiar with location of important landmarks. Points will be deducted as follows:</p> <ul style="list-style-type: none"> • 1 point for each proposed pilot with experience between 400-499 hours 	20	

	<ul style="list-style-type: none">• 2 points for each proposed pilot with experience between 300-399 hours• 3 points for each proposed pilot with experience between 200-299 hours.• 4 points for each proposed pilot with experience less than 200 hours.		
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R5	<p><u>Background:</u> Certain helicopters are equipped with an optional Traffic Alert and Collision Avoidance System (TCAS). It is an early detection and warning system that alerts pilots when other aircraft are within a certain range at a similar elevation as the helicopter in flight.</p> <p><u>Criteria:</u> WSC prefers to use helicopters that are equipped with the TCAS system.</p> <ul style="list-style-type: none"> • All proposed helicopters are equipped with TCAS (10 points) • Certain proposed helicopters within the local fleet DO NOT have TCAS (5 points) • Helicopters within the fleet are not equipped with TCAS (0 points) 	10	
	<p>TOTAL</p> <p>Minimum score: 50 points</p>	95	

**ATTACHMENT 2 TO PART 4
ONSITE SECURE STORAGE TABLE**

The Bidder should mark the applicable description with "X".
Only one description may apply.

Onsite Secure Storage Table	
Applicable (mark with "X")	Description
	Access to 9m ² of secure space in heated ground floor with overhead door opening to tarmac.
	Access to less than 9m ² of secure space in heated ground floor with overhead door opening to tarmac.
	Access to less than/equal to 9m ² of secure space in unheated ground floor with overhead door opening to tarmac.
	No overnight storage available.

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 2004. 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) 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 Education and Experience

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

PART 6 – SECURITY AND OTHER REQUIREMENTS

2. Insurance Requirements

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

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 (2020-05-28) 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: "36 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."

B.

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

At Section 19 Copyright

Delete: In its entirety

Insert: "Deleted"

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 period of the Contract is from date of Contract to March 31, 2022 inclusive.

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 three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) 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.

4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of one hundred and eighty (180) days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least fifteen (15) calendar days before the contract expiry date. The extension 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: _____

Title: _____

Environment Canada

Procurement and Contracting Division

Address: _____

Telephone: ____-____-_____

Email address: _____

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

The Technical Authority for the Contract is:

Name: _____
Title: _____
Environment Canada
Procurement and Contracting Division
Address: _____
Telephone: ____-____-_____
Email 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

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Email 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. Task Authorization

7.1 As and When Requested Task Authorizations

The Work or a portion of the Work to be performed under the Contract 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. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

7.2 As and When Requested Task Authorizations

- i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex C, Task Authorization Form.
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :

- A. a task number;
- B. the date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
- C. the details of any financial coding to be used;
- D. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
- E. the start and completion dates;
- F. the number of estimated hours and associated expenses;
- G. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price; and
- H. any other constraints that might affect the completion of the task.

7.3 Contractor's Response to Draft Task Authorization:

The Contractor must provide the Technical Authority, within three (3) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

7.4 Task Authorization Limit and Authorities for Validity Issuing Task Authorizations

To be validly issued, a TA must include the following signature(s):

- A. The TA must be signed by the Technical Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

7.5 Minimum Work Guarantee

- a. In this clause,
 - i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - ii. **"Minimum Contract Value"** means 3% of the Maximum Contract Value on the date the contract is first issued.
- b. 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 sub-article (c), subject to sub-article (d). 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.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract

- i. for default.
- ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
- iii. for convenience within ten business days of Contract award.

8. Payment

8.1 Basis of Payment

Professional Services provided under a Task Authorization with a Maximum Price: For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra.

Estimated Cost: [\$_____]

- i. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- ii. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- iii. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

8.2 Limitation of Expenditure

- i. 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 \$ _____ . Customs duties are *included* and Applicable Taxes are extra.
- ii. 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.
- iii. 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.
- iv. 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.

8.3 Method of Payment for Task Authorizations with a Maximum Price:

For each Task Authorization validly issued under the Contract that contains a maximum price:

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

8.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

9. Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

The Contractor must provide the original of each invoice to the Technical Authority.

10. Tasking Assessment Procedures

Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Annex D, Task Authorization Form will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested work based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.

11. Certifications

11.1 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.

12. Applicable Laws

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

13. Insurance Requirements – Specific requirement

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.

14. Air Transportation

1. The Contractor must comply with the provisions of the [Canada Transportation Act](#), S.C. 1996, c. 10, the [Aeronautics Act](#), R.S.C. 1985, c. A-2, the [Canadian Aviation Regulations](#), SOR/96-433 and with all regulations, directions, orders and rules made pursuant to those Acts which are applicable to the services to be performed under the Contract. In particular, the Contractor must hold a valid Air Operator Certificate issued by Transport Canada and a valid licence issued by the Canadian Transportation Agency.
2. The pilot-in-command of the aircraft must receive and act upon instructions given by the authorized representative of the Identified User in respect of the scheduling and operational use of the aircraft, subject to the serviceability and weather conditions.
3. When, for safety or other reasons, the Contractor or pilot-in-command temporarily suspends a flight or any portion of the specified service, the Identified User will have the right to demand a written statement of cause.
4. The aircraft provided for the purpose of this charter must be equipped with serviceable radio equipment capable of transmitting and receiving on frequencies in use at departure, en route and destination; and with an Emergency Locator Transmitter (ELT).

15. Examination of Contractor's Capabilities

The Contractor agrees that, Canada may conduct, at its discretion, a survey of the Contractor's facilities, to determine the technical capabilities for performance of the Work described in Annex A, Statement of Work. The Contractor hereby agrees to make its facilities, including its resources and documentation, available for this purpose.

16. Site Regulations

The Contractor undertakes and agrees to comply with all standing orders and other regulations, in force on the site where the Work is to be performed, relating to the safety of persons on site or the protection of property against loss or damage from any and all causes including fire.

17. 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;
- (f) Annex D, Task Authorization Form; and
- (g) the Contractor's bid dated _____, (*insert date of bid - if the bid was clarified or amended, insert at the time of contract award*, as clarified on _____ **or** as amended on _____ *and insert date(s) of clarification(s) or amendment(s)*).

ANNEX A STATEMENT OF WORK

TITLE: Water Survey of Canada - Air Charter Requirement

1. BACKGROUND

For over a century, Water Survey of Canada (WSC) a division of Environment and Climate Change Canada, has been collecting, interpreting and disseminating, surface water resource data. This data is used throughout governments, industry and the public for a wide array of purposes. Federal government agencies require real time and historical discharge data on international water bodies, for sovereignty/apportionment agreements and contracts. Oil and Gas and other industry utilizes water in their industrial operations, most easily attainable through surface water body extraction. Landowners and farmers rely on surface water to irrigate their crops, water their livestock, and operate their farms. During flooding and high precipitation events, emergency services use surface water data to deploy resources and manage the health and safety of the public. Finally, downstream users such as fisherman, boaters, and other recreational users rely on this data to govern their activities on the water. These examples are by no means exhaustive. Provincial governments are stewards of this resource and responsible for the sustainable use and allocation of resources. As such, it's important to quantify and monitor these resources.

2. IMPLEMENTATION

Throughout Canada, the various provincial regulatory bodies contract WSC to establish 'hydrometric gauging stations' on river systems, lakes, and reservoirs. In total, there are 415 stations that make up the hydrometric network in Alberta. A gauging station consists of the following components: a shelter to house the equipment, solar power infrastructure to power the hydrometric equipment, logging equipment to record data, sensor equipment to collect data, and telemetry/phone equipment to transmit data. A typical site has the footprint of approximately 2 m wide x 2 m long x 2.5 m high. This does not include the sensor/line that runs from the shelter into the river.



Figure 1: Gauging station 07DC003 located on the Firebag River. Lat: 57.33498 Long -110.47350

3. LOCATION FACTORS

The locations of these hydrometric gauging stations are strategically determined based on several factors to collect the highest quality data. Several stations can be located on the same river, and stations are installed to identify specific trends occurring within different hydrologic drainage basins.

Flood forecasting and mitigation is one important driving factor of the program. With multiple stations on the same river, WSC can track precipitation events as they unfold in real-time. This information can then be relayed to the appropriate regulatory agencies. As an example, Southern Alberta experienced extensive and devastating flooding on June 19 – 22, 2013. This ultimately resulted in parts of downtown Calgary, High River, and countless other municipalities/developments along specific river basins being evacuated. The cause of this flooding was excessive amounts of rain in the headwaters of the Bow river, Elbow river, and Highwood river basins. With multiple gauging stations along these river bodies, WSC identified the rapid rise of water levels upstream and provided this to emergency management officials. This prompted mitigative efforts with respect to adjusting dam gates, creating berms, and eventually an evacuation response. Following this event, urban developers and private industry used the WSC data to plan and construct retaining walls, berms, and bank stabilization projects to protect/mitigate against future events.

Another location factor for a gauging station is industry users. As mentioned previously, Oil and Gas as well as other heavy industry rely on water for their industrial processes. They apply to the Province of Alberta for permits to extract water, most easily accessible through surface water bodies. In order to proportion and allocate water resources in a sustainable manner, agencies must have an understanding of the available water volumes. WSC provides these baseline numbers. Alternately, permit holders must be held accountable for their usage. For example companies that perform oil sands development in Northern Alberta use large amounts of water in their extraction of oil from bitumen. Stations are strategically located to collect data upstream and downstream of such users, thus ensuring permitting conditions are followed.

Direction of water movement is an important component in the work conducted in the far northern reaches of the area, located around Fort Chipewyan. The Peace-Athabasca Delta consists of low-slope geography with large bodies of water. Depending on environmental factors, the direction of flow of some of these river channels can change. WSC has stations strategically established to monitor directions of river flow.

4. DATA COLLECTION

Data collection consists of two components: real-time monitoring/data computation and site visits. Both components are equally important in maintaining data integrity. Sensors and loggers collect and record data at five minute intervals. This data is then transmitted out to network servers at an hourly rate. Information is published and available via the Internet at this time for the public to access.

As with all electronic data collection, the information collected and the equipment deployed must be verified/calibrated to ensure integrity and quality. This requires that hydrometric technicians perform site visits to ensure water level equipment and all associated infrastructure is in proper working order. This also allows the technician to perform discrete hydrometric discharge measurements of the water body, further defining rating models and maintaining data integrity.



Figure 2: A technologist performing a hydrometric measurement at 07DA040 Big Creek near the Mouth

5. ACCESS REQUIREMENTS

Well planned and cost effective logistics are required to access all of the Water Survey of Canada hydrometric gauging stations in Alberta. The majority of the gauging stations are accessed by road motor vehicle, on provincially constructed and maintained roadways. Occasionally, off road vehicles such as ATVs, UTVs, snow machines, and boats may be required to reach more remote sites.

The most remote sites are only accessible by helicopter, which includes 48 hydrometric gauging stations. They are located within 300 km of Fort McMurray, AB. The primary purpose of these 48 gauging stations, is to monitor and verify water level and hydrometric discharge surface water bodies, which the oil sand extraction companies use in their processes.

6. STATEMENT OF REQUIREMENTS

-Location

Water Survey of Canada requires to secure services from an air charter company, to charter a rotary wing aircraft (helicopter), based in Fort McMurray, AB. Fort McMurray is centrally located, with respect to the 48 hydrometric gauging stations, and WSC has a warehouse facility to stage from here. Field trip durations can be up to two weeks in length, and Fort McMurray has the amenities and services to accommodate staff.

-Work

Water Survey of Canada requires transportation to and from 48 hydrometric gauging stations, to service/calibrate electronic data acquisition systems and conduct hydrometric discharge measurements. The equipment load averages 150 kg, not including the passengers. Squirrel cheeks and skid baskets, are required for bulky equipment. Transportation of dangerous goods, including gasoline and 12 volt batteries, is also required. Technologists continually maintain brush on and around the helicopter landing pads as required. Pilots must be experienced in landing in remote conditions, and must remain on site for the duration of the site visit, typically one to two hours. Depending on daylight and environmental conditions, several sites can be visited in a day. WSC relies on the experience and knowledge of the pilot to assess daylight and environmental conditions,

and adjust schedules as required. Slings of equipment into or around gauging stations may be required on occasion.

-Scheduling

Water Survey of Canada plans hydrometric gauging station site visits at strategic times of the season, to collect timely and relevant hydrometric water level and discharge data. The current developed schedule is as follows:

January, mid month : 14 flight days
February, mid month : 1 flight day
March, mid month : 14 flight days
May, entire month : 14 flight days
June, entire month : 13 flight days
August, mid month : 13 flight days
October, mid month : 13 flight days
December, mid month: 1 flight day
flood / repair : 5 flight days

This equates to approximately **88** helicopter flight-days per year. Scheduling of the annual trips is planned around November-December for the following operating season. For the purposes of this contract, the following operating season will run from April 1 to March 31, aligning with the federal government fiscal year.

Five flood / repair days have been included in the schedule, if a high priority site goes down or a significant weather event occurs. Every attempt will be made to give the operator as much notification as possible in these events.

-Technologist Overlap

There are a total of four hydrometric technologists that are responsible for operating and maintaining the hydrometric gauging station network in the Fort McMurray field area. Working in teams of two, both teams may be conducting field work at the same time, requiring two helicopters per day. Two helicopters available is the preferred requirement.

7. BREAKDOWN OF REQUIREMENTS

7.1 Flight Hours

Approximately 2.75 hours/day X 88 days = **242 hours** (excludes minimum hour charges)
Daily flight hours MAY occasionally go over 2.75 hours per day.

7.2 Details

Client Department/Branch/Division/Unit:	ECCC / Water Survey of Canada
Originating Region (NCR, PYR, PNR, etc.):	PNR
Departing Base:	Fort McMurray, AB
Purpose of air charter services:	Transportation to 48 hydrometric gauging station network sites
No. of Passengers:	Two technologists with field/hydrometric equipment
Dangerous Goods on board: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify.	-Gasoline in CSA approved container -12 volt 'car' batteries secured in battery boxes (for solar applications) -18 volt 'powertool' batteries secured in battery boxes (for brush trimmers)
Max. weight of passengers and cargo:	385 kg
Preferred Aircraft: <input checked="" type="checkbox"/> Rotary Wing <input type="checkbox"/> Fixed Wing	Eurocopter Astar B3 or equivalent that meets the required features described below.
Estimated Inclusive Period of Flight	January, mid month : 14 days February, mid month : 1 day March, mid month : 14 days May, entire month : 14 days June, entire month : 13 days August, mid month : 13 days October, mid month : 13 days December, mid month: 1 day flood / repair : 5 days Total = 88 days
Estimated Number of Flight Hours	2.75 hours/day X 88 days = 242.0 hours (excludes minimum charges)
Flight Path/Route (include all destination points)	Helicopter flights from hanger in Fort McMurray, AB to 48 hydrometric gauging sites, located in all directions. Furthest site approximately 300 km out. Possible to visit numerous sites per day, normally day trips only. Occasional overnight trips to Fort Chipewyan will be compensated as required.
Estimated fuel usage	Eurocopter Astar B3– 190 liters per hour
Aircraft safety requirements	- Flight Data Recorder - GPS/Satellite flight tracking

	<ul style="list-style-type: none"> - Dual Hydraulics – redundant operational control systems - Dual squirrel cheeks on both sides
Anticipated accommodation requirements for carrier's crew. <input checked="" type="checkbox"/> Yes No If yes, please specify. <input type="checkbox"/>	One to two overnights MAY be required in Fort Chipewyan. Flight contractor will be reimbursed as per NJC travel directive.
Other specific requirements	<p>a. <u>Replacement of Pilot-in-Command</u>: The carrier must have the ability to timely replace (within two days), a pilot-in-command, in the event of non conformity with the job description (on request from the WSC), or an emergency / illness.</p> <p>b. <u>Aircraft replacement in case of mechanical breakdown or identified safety issue</u>: The carrier must have the 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 carrier must agree to repair it in a timely manner (within two days), or provide another helicopter.</p> <p>c. <u>Storage</u>: Water Survey requests the ability to leave equipment at the carrier's hanger, in storage overnight, for the duration of the flight period (approximately five days). This will reduce transport time, to transport the equipment from and to the WSC warehouse daily.</p>
Inclement Weather	WSC will make every effort to maintain the flight schedule(s) as set out at the beginning of the operating season. However, inclement weather could result in the inability to fly on the given days. These decisions must be determined by the pilot in command and communicated to WSC staff as soon as possible. In this event, WSC staff would have to reschedule the flight day to the next available day that works for both parties. If both parties cannot mutually agree on a day, the flight day will be cancelled without incurring additional charges.

8 SITE LOCATIONS

8.1 Station List

The following is a list of the 48 hydrometric gauging stations that Water Survey of Canada requires helicopter access to. Not all sites will be visited at every field rotation, based on operational requirements.

	Station ID/Name	Latitude	Longitude
1	07DD001 ATHABASCA RIVER AT EMBARRAS AIRPORT	58.31264 deg	-111.51500 deg
2	07DA001 ATHABASCA RIVER BELOW FORT MCMURRAY	56.78090 deg	-111.40260 deg
3	07DD007 ATHABASCA RIVER ABOVE JACKFISH CREEK	58.42083 deg	-110.92111 deg
4	07DD011 ATHABASCA RIVER NEAR OLD FORT	58.39583 deg	-111.52472 deg
5	07DA040 BIG CREEK NEAR THE MOUTH	57.64336 deg	-111.48880 deg
6	07KE001 BIRCH RIVER AB ALICE CREEK	58.32487 deg	-113.06510 deg
7	07DA033 CALUMET RIVER NEAR THE MOUTH	57.40311 deg	-111.69250 deg
8	07CE013 CHRISTINA RIVER ABOVE STATOIL LEISMER	55.88895 deg	-111.54010 deg

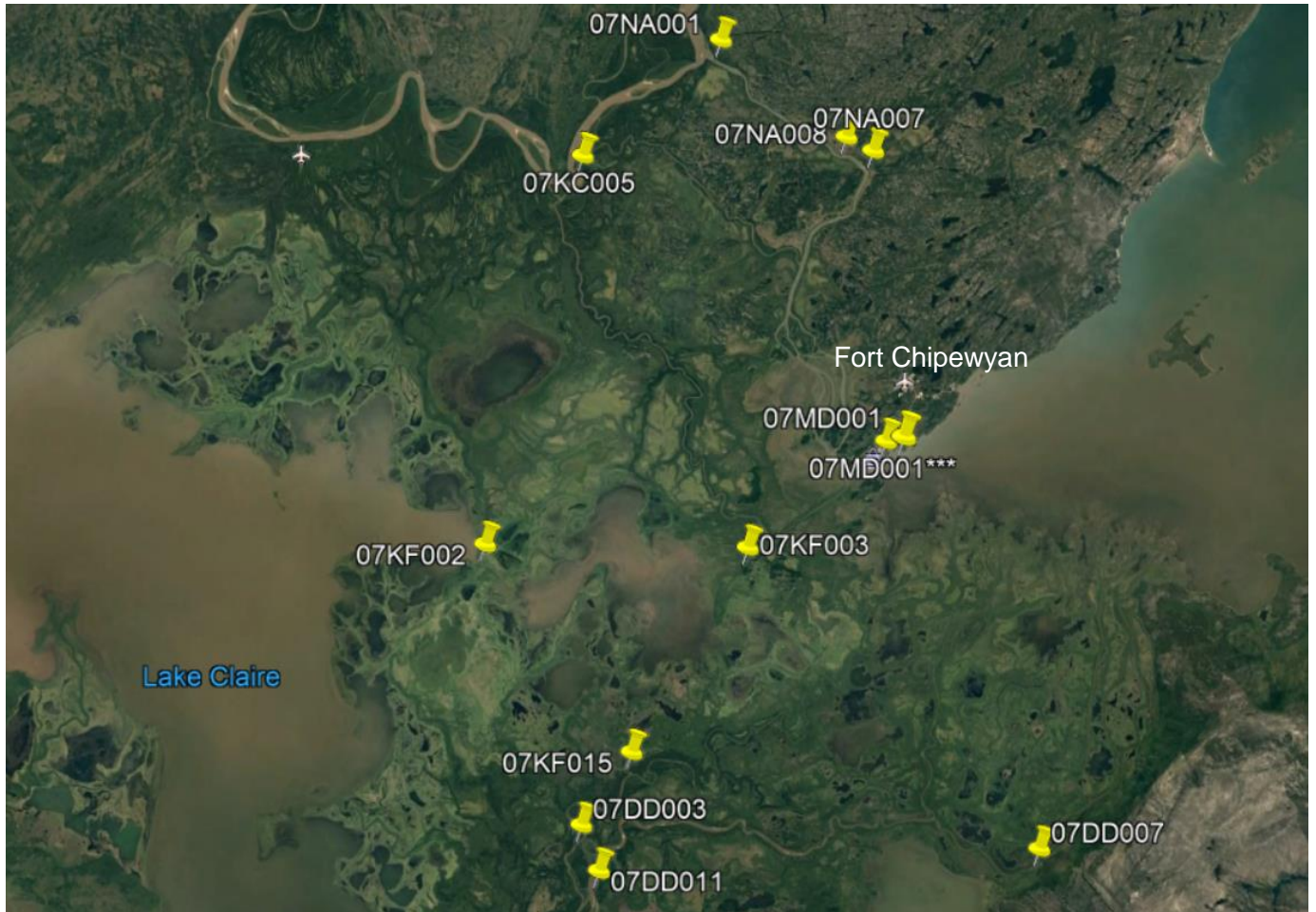
9	07CE007 CHRISTINA RIVER NEAR THE MOUTH	56.59297 deg	-110.91780 deg
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Stations list Continued...

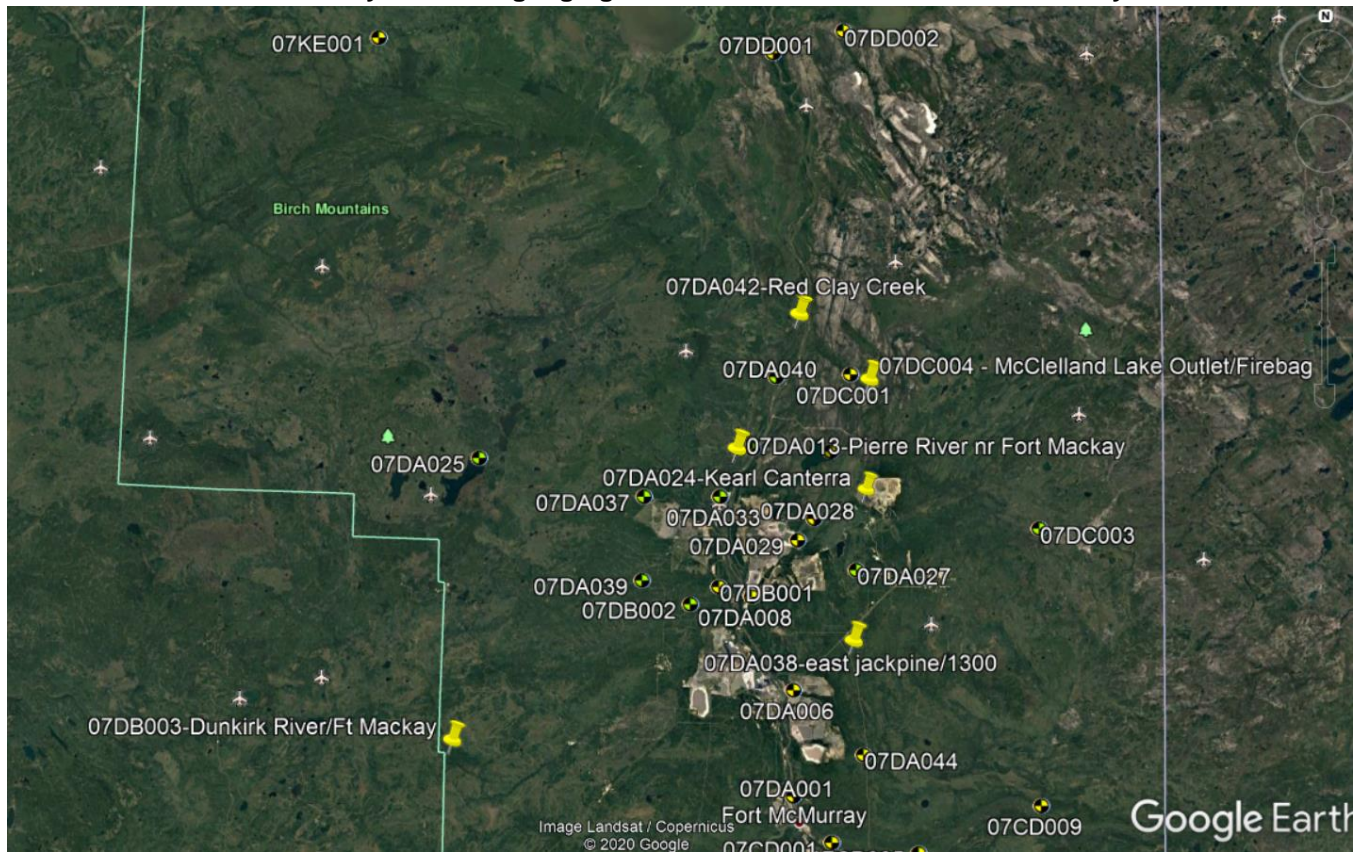
	Station ID/Name	Latitude	Longitude
10	07CD005 CLEARWATER AB CHRISTINA	56.66349 deg	-110.92870 deg
11	07CD001 CLEARWATER RIVER AT DRAPER	56.68528 deg	-111.25520 deg
12	07DB002 DOVER RIVER NEAR THE MOUTH	57.17383 deg	-111.80290 deg
13	07DB003 DUNKIRK RIVER NEAR FORT MACKAY	56.85075 deg	-112.70830 deg
14	07DA038 EAST JACKPINE CREEK NR 1300 ft CONTOUR	57.07185 deg	-111.20040 deg
15	07DA039 ELLS RIVER ABOVE JOSLYN CREEK DIVERSION	57.22093 deg	-111.98800 deg
16	07KF015 EMBARRAS RIVER BREAKTHROUGH TO MAMAWI LK	58.48194 deg	-111.48528 deg
17	07DD003 EMBARRAS RIVER BELOW DIVERGENCE	58.42833 deg	-111.55111 deg
18	07DA041 EYMUNDSON CREEK NEAR THE MOUTH	57.49569 deg	-111.57580 deg
19	07DC001 FIREBAG RIVER NEAR THE MOUTH	57.65112 deg	-111.20250 deg
20	07DC003 FIREBAG RIVER UPSTREAM OF SUNCOR FIREBAG	57.33496 deg	-110.47350 deg
21	07CE008 GREGOIRE RIVER NEAR THE MOUTH	56.48441 deg	-110.83510 deg
22	07CD009 HIGH HILL RIVER NEAR THE MOUTH	56.76191 deg	-110.46710 deg
23	07DA027 IYINIMIN CREEK ABOVE KEARL LAKE	57.24963 deg	-111.17530 deg
24	07DA024 KEARL LAKE AT CANTERRA ROAD	57.30677 deg	-111.22220 deg
25	07MD001 LAKE ATHABASCA AT FORT CHIPEWYAN	58.71305 deg	-111.12361 deg
26	07KF002 LAKE CLAIRE NEAR OUTLET TO PRAIRIE RIVER	58.62778 deg	-111.69694 deg
27	07CA012 LOGAN RIVER NEAR THE MOUTH	55.17239 deg	-111.72470 deg
28	07DB001 MACKAY RIVER NEAR FORT MACKAY	57.21042 deg	-111.69500 deg
29	07KF003 MAMAWI LAKE CHANNEL AT OLD DOG CAMP	58.63167 deg	-111.33417 deg
30	07DA023 MCCLELLAND LAKE AT EAST END	57.49174 deg	-111.27710 deg
31	07DC004 MCCLELLAND LAKE OUTLET ABOVE FIREBAG RIVER	57.60996 deg	-111.14910 deg
32	07DA029 MUSKEG RIVER ABOVE MUSKEG CREEK	57.30850 deg	-111.39770 deg
33	07DA028 MUSKEG RIVER ABOVE STANLEY CREEK	57.35319 deg	-111.33630 deg
34	07DA008 MUSKEG RIVER NEAR FORT MACKAY	57.19128 deg	-111.57000 deg
35	07DA025 NAMUR LAKE NEAR THE OUTLET	57.46497 deg	-112.61900 deg
36	07CA013 OWL RIVER BELOW PICHE RIVER	55.01090 deg	-111.85630 deg
37	07KC005 PEACE RIVER BL CHENAL DES QUATRES FOURCHES	58.90972 deg	-111.58056 deg
38	07DA013 PIERRE RIVER NEAR FORT MACKAY	57.46458 deg	-111.65410 deg
39	07CE003 PONY CREEK NEAR CHARD	55.86973 deg	-110.91730 deg
40	07DA042 RED CLAY CREEK NEAR THE MOUTH	57.74324 deg	-111.42130 deg
41	07DD002 RICHARDSON RIVER NEAR THE MOUTH	58.36043 deg	-111.24050 deg
42	07NA007 RIVIERE DES ROCHERS EAST OF LITTLE RAPIDS	58.91972 deg	-111.17639 deg
43	07NA008 RIVIERE DES ROCHERS WEST OF LITTLE RAPIDS	58.92917 deg	-111.21417 deg
44	07NA001 RIVIERE DES ROCHERS ABOVE SLAVE RIVER	58.99639 deg	-111.39333 deg
45	07DA044 STEEPBANK RIVER BELOW NORTH STEEPBANK	56.86738 deg	-111.13980 deg
46	07DA006 STEEPBANK RIVER NR FORT MCMURRAY	56.99934 deg	-111.40700 deg
47	07DA037 TAR RIVER ABOVE CNRL LAKE	57.39393 deg	-111.98590 deg
48	06AB002 WOLF RIVER AT THE OUTLET OF WOLF LAKE	54.71282 deg	-111.00220 deg

8.2 Station Map

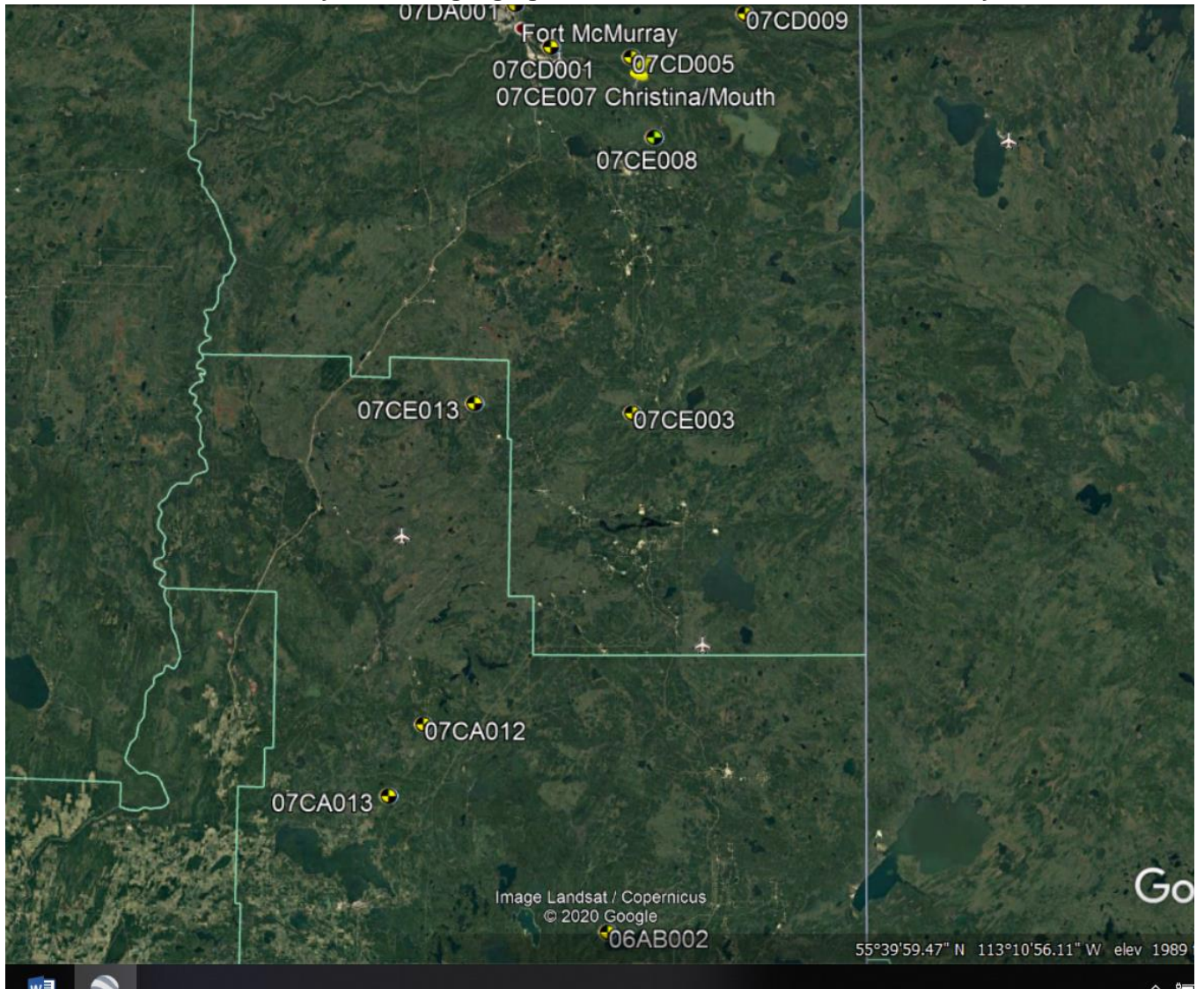
8.2.1 Location of hydrometric gauging stations located around Fort Chipewyan



8.2.2 Location of hydrometric gauging stations located north of Fort McMurray



8.2.3 Location of hydrometric gauging stations located south of Fort McMurray



**ATTACHMENT 1 TO ANNEX A
AIR CHARTER CONDITIONS**

1. Interpretation

1.1 "day" means any period 24 consecutive hours;

1.2 "month" means any period of 30 consecutive days; and

1.3 "flight" means the movement of an aircraft from the point of take-off to the first point of landing.

2. Operation, Interruption or Cancellation of Charter Flights

2.1 The Carrier must have exclusive operational control over chartered aircraft and its contents and crew.

2.2 The Carrier must ensure that every person provided with transportation on a chartered aircraft complies with all the conditions of the Contract, and any persons and property aboard a chartered aircraft are subject to the authority of the pilot-in-charge.

2.3 The Carrier may:

a. cancel or terminate a charter or any flight of a charter at any time,

b. return to base or to the last point of landing, or

c. divert or land at an intermediate point, when such action is considered by the Carrier to be necessary owing to the unserviceability of the aircraft, weather conditions or other conditions beyond the control of the Carrier.

3. Dangerous Goods or Hazardous Products

The Carrier must comply with all laws and regulations applicable to the carriage of dangerous goods or hazardous products.

4. Space for the Carrier's Use

Any capacity in the chartered aircraft not being utilized by the Charterer may, unless the Charterer objects, be used by the Carrier for the carriage of its own personnel, baggage or goods.

5. Cancellations, Non-completions or Deviations

5.1 When a charter is cancelled by the Carrier after commencement, charges will apply for the completed portion only.

5.2 No charges will apply to the Charterer:

a. where flights are not completed due to mechanical failure or crew casualties and the Carrier fails to arrange satisfactory alternative transportation; or

b. in respect of any flying in an unsuccessful attempt to complete a flight required under the charter.

6. Substitution of Aircraft

6.1 When, owing to causes beyond the control of the Carrier, the chartered aircraft is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the Carrier may furnish another aircraft of the same type or, with the consent of the Charterer, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in subsections 6.2 and 6.3.

6.2 When a substituted aircraft is capable of a larger payload than the aircraft originally chartered, the payload carried in the substituted aircraft must not be greater than the payload that would have been available in the aircraft originally chartered, unless the Charterer agrees to pay the rates and charges applicable to the substituted aircraft.

6.3 When the maximum payload of a substituted aircraft is smaller than the maximum payload of the aircraft originally chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft, except that where such rates and charges are higher than those for the aircraft originally chartered, the rates and charges for the original aircraft chartered will apply.

7. Determination of Firm Rate Per Hour

7.1 Except as provided in subsection 7.2, the hours and minutes for which a charge is made must be computed from the time the aircraft leaves the surface of the earth and terminating when the aircraft touches the surface of the earth at the next point of landing. The term "Firm Rate Per Hour" is an hourly charge or portion of an hourly charge of "Air Time" as defined in the [Canadian Aviation Regulations](#), Part VIII, Air Navigation Services, and will be the basis of calculating charges for air services.

7.2 When operations involve a continuous succession of flights, each of less than ten (10) minutes duration, and the engine is not shut down between such flights, air time must be computed from the time the aircraft leaves the surface of the earth for the first flight and ceases when the aircraft touches the surface of the earth at the final point of landing.

7.3 In determining the duration of a flight:

- a. each fraction of an hour must be stated as a decimal, established on the basis of a six-minute period,
- b. each period of less than three minutes must be rounded to zero, and
- c. each period of between three and six minutes must be rounded to six minutes, except that no flight must be considered to have a duration of less than 0.1 hour.

**ANNEX B
BASIS OF PAYMENT**

The Contractor will be paid as follows:

* With regards to the "Quantity", "Estimated Fuel Cost", and "Estimated Travel" listed in the tables below, the estimated quantity, estimated fuel cost, and estimated travel are for evaluation purposes only during the solicitation process and are estimates provided in good faith.

Flight Rate: The flight rate must include landing fees and positioning/depositioning fees.

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

An estimate of \$50,000.00 for fuel charges for each year of the Contract has been included in the tables below

Crew Expenses: When the nature of the Charter requires the Contractor's personnel to live away from the Contractor's Base of Operations (this includes weather conditions), the Contractor will be reimbursed for actual expenses incurred, supported by receipts (receipts not required for meals) with no allowance for overhead or profit.

An estimate of \$2,000.00 for crew expenses for each year of the Contract has been included in the tables below.

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

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

Travel is only applicable for overnight stays off-base. Travel will be reimbursed

The Bidder must complete all fields to be considered responsive. Only information provided in the tables below will be considered by Canada.

The estimated fuel charges of \$50,000.00 and the estimated crew expenses of \$2,000.00 set in the tables below must not be revised. If a bidder alters any of these estimates, its bid will be deemed non-responsive.

INITIAL CONTRACT PERIOD:**Initial Contract Period****Date of Contract award to March 31, 2022****** to be completed by the Bidder**

	Quantity	Unit Rate	Extended Price
Flight Rate	242 hours (A)	\$ _____ (B)	\$ _____ (A)*(B) = (C)
Estimated Fuel Charges			\$50,000.00 (D)
Estimated Crew Expenses			\$2,000.00 (E)
Total for initial contract period (excluding applicable taxes)			\$ _____ (C)+(D)+(E) = (F)

OPTION PERIODS:**Option Period 1****April 1, 2022 to March 31, 2023****** to be completed by the Bidder**

	Quantity	Unit Rate	Extended Price
Flight Rate	242 hours (A)	\$ _____ (B)	\$ _____ (A)*(B) = (C)
Estimated Fuel Charges			\$50,000.00 (D)
Estimated Crew Expenses			\$2,000.00 (E)
Total for Option Period 1 (excluding applicable taxes)			\$ _____ (C)+(D)+(E) = (F)

Option Period 2
April 1, 2023 to March 31, 2024

**** to be completed by the Bidder**

	Quantity	Unit Rate	Extended Price
Flight Rate	242 hours (A)	\$ _____ (B)	\$ _____ (A)*(B) = (C)
Estimated Fuel Charges			\$50,000.00 (D)
Estimated Crew Expenses			\$2,000.00 (E)
Total for Option Period 2 (excluding applicable taxes)			\$ _____ (C)+(D)+(E) = (F)

Option Period 3
April 1, 2024 to March 31, 2025

**** to be completed by the Bidder**

	Quantity	Unit Rate	Extended Price
Flight Rate	242 hours (A)	\$ _____ (B)	\$ _____ (A)*(B) = (C)
Estimated Fuel Charges			\$50,000.00 (D)
Estimated Crew Expenses			\$2,000.00 (E)
Total for Option Period 3 (excluding applicable taxes)			\$ _____ (C)+(D)+(E) = (F)

Total Bid Price – Air Charter Services	
Total Price for the Initial Contract Period	\$ _____
Total Price for Option Period 1	\$ _____
Total Price for Option Period 2	\$ _____
Total Price for Option Period 3	\$ _____
Total Bid Price Applicable taxes are extra	\$ _____

ANNEX C INSURANCE REQUIREMENTS

G4001C (2018-06-21) Aircraft Charter Insurance

1. The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
 - a. liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
 - b. in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
 - i. \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
 - ii. \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
 - iii. \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
2. The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
3. The Contractor's insurance must include the following:
 - b. 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 The Department of the Environment. 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 obligations.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

**ANNEX D
TASK AUTHORIZATION FORM**

TASK AUTHORIZATION (TA) FORM			
1. Contractor:			
2. Contract Number:		3. Financial Coding:	
4. Task Number:		5. Date:	
6. Description of Work to be Performed and List of Deliverables			
7. Period of Services		7.1 From:	7.2 To:
8. Estimated Cost			
8.1 Flight Rate			
\$ _____ Hourly Rate (A)	_____ Estimated Number of Hours (B)	\$ _____ (A*B) = (C)	
8.2 Estimated Fuel Charges		\$ _____ (D)	
8.3 Estimated Crew Expenses		\$ _____ (E)	
8.4 Price		\$ _____ (C) + (D) + (E) = (F)	
8.5 Applicable Taxes		\$ _____ (G)	
8.6 Total Price		\$ _____ (F) + (G)	
TA Approval			
9. Signing Authorities			
	Name, Title of Person Authorized to Sign	Signature	Date
9.1 Contractor			
9.2 Technical Authority			
10. Basis of Payment and Invoicing			
<p>In Accordance with the Annex B, "Basis of Payment" in the Contract. Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Technical Authority. Total of payments not to exceed the Total Price. Invoices must be sent to the Technical Authority.</p>			