



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

**Bid Receiving - PWGSC / Réception des
soumissions – TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Gatineau
Core 0B2 / Noyau 0B2
K1A0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Charter and Transportation Services Division/Division de
services d'affrètement et transport
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Gatineau
Quebec
K1A0S5

Title - Sujet Helicopters x 3 - Inuvik Hélicoptères Inuvik x 3	
Solicitation No. - N° de l'invitation 23239-220658/A	Date 2021-11-22
Client Reference No. - N° de référence du client 23239-220658	
GETS Reference No. - N° de référence de SEAG PW-\$\$LS-102-80620	
File No. - N° de dossier Is102.23239-220658	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-12-21 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jiang, Kevin	Buyer Id - Id de l'acheteur Is102
Telephone No. - N° de téléphone (343) 550-1630 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation
23239-220658/A
Client Ref. No. - N° de réf. du client
23239-220658

Amd. No. - N° de la modif.
File No. - N° du dossier
Is102 23239-220658

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

**Due to COVID-19 restrictions, bids must be submitted by epost Connect.
Bids submitted by any other method will not be considered.**

For detail please refer to section 2.2, Submission of Bids.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings
- 1.4 epost Connect Service

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws
- 2.5 Improvement of Requirement During Solicitation Period
- 2.6 Bid Challenge and Recourse Mechanisms

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

List of Attachments:

ATTACHMENT 1 TO PART 3, Technical Criteria
ATTACHMENT 2 TO PART 3, Pricing Schedule
ATTACHMENT 3 TO PART 3, Certifications and Additional Information

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

- 6.1 Security Requirements
- 6.2 Financial Capability
- 6.3 Insurance Requirements

PART 7 - RESULTING CONTRACT CLAUSES

- 7.1 Statement of Work
- 7.2 Standard Clauses and Conditions
- 7.3 Security Requirements
- 7.4 Term of Contract
- 7.5 Authorities
- 7.6 Proactive Disclosure of Contracts with Former Public Servants
- 7.7 Payment
- 7.8 Invoicing Instructions
- 7.9 Certifications and Additional Information

Solicitation No. - N° de l'invitation
23239-220658/A
Client Ref. No. - N° de réf. du client
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File No. - N° du dossier
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Is102
CCC No./N° CCC - FMS No./N° VME

-
- 7.10 Applicable Laws
 - 7.11 Priority of Documents
 - 7.12 Insurance Requirements
 - 7.13 Dispute Resolution
 - 7.14 SACC Manual Clauses

List of Annexes:

ANNEX "A" – STATEMENT OF WORK
ANNEX "B" – BASIS OF PAYMENT
ANNEX "C" – INSURANCE REQUIREMENTS
ANNEX "D" – TASK AUTHORIZATION FORM PWGSC-TPSGC 572

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

To provide the Charterer with the services of single engine light helicopters, including pilots, engineer, and maintenance services supporting the Polar Continental Shelf Program (PCSP) operations in accordance with the Statement of Work at ANNEX "A", The Bidder interested in responding to this request, must address completely and thoroughly each element of the requirements described in this document, and must do so in a clear and concise manner, providing a definitive offer for the work to be accomplished as requested by this Proposal.

1.2.1 Background

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

Base of Operations

The point of hire and the point of release will be Inuvik, Northwest Territories.

The helicopters will be primarily based in Inuvik, Northwest Territories.

Although the above location is the primary base of operations, the helicopter may be required to operate across multiple territories and land claim areas including Yukon, Northwest Territories and Nunavut. The helicopters may be required to operate from remote field locations (research field sites) on the mainland Mackenzie Valley and Delta, Old Crow flats, Queen Maud Gulf, Banks Island, Herschel Island and Victoria Island on a regular basis.

1.2.2 The period of the Contract is from date of award to one (1) year inclusive. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional (1) one year periods under the same conditions.

1.2.3 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

Measures relating to aviation or air transport, or related services in support of aviation or air transport, are not subject to this Agreement. Notwithstanding the foregoing, Canada's measures relating to aviation or air transport, or related services in support of aviation or air transport, are subject to Article 203 (Transparency) and Article 402 (Regulatory Notification).

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

This procurement consists of Transportation Services which are excluded from the application of the Canada-United States-Mexico Agreement (CUSMA) as per annex 1001.1b-2, Class V.

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

1.2.4 Canadian Content Certification (2018-12-06) A3061T

The requirement is subject to a preference for Canadian goods and services".

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

1.2.5 This procurement is subject to the following Comprehensive Land Claims Agreement(s): (YK, NT and NU)

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

The following Land Claim Agreements could potentially apply:

Carcross/Tagish First Nations Final Agreement
Champagne and Aishihik First Nations Final Agreement
Kluane First Nation Final Agreement
Kwanlin Dun First Nation Final Agreement
Little Salmon/Camacks First Nations Final Agreement
First Nation of Nacho Nyak Dun Final Agreement
Selkirk First Nation Final Agreement
Ta'an Kwach'an Council Final Agreement
Teslin Tlingit Council Final Agreement
Tr'ondëk Hwëch'in Final Agreement
Vuntut Gwitchin First Nation Final Agreement
Gwich'in Comprehensive Land Claims Agreement
Inuvialuit Final Agreement
Sahtu Dene and Metis Comprehensive Land Claims Agreement
Tlicho Land Claims Agreement

Nunavut Land Claims Agreement (NLCA)

- 1.2.6** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

1.3 Debriefings

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

1.4 ePost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted by epost Connect only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated in the bid solicitation.

Note: For bidders to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

2.2.1 Transmission by epost Connect

- a. Bids must be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is: tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the bid solicitation.
 - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit

requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05 of the 2003 (2020-05-28) Standard Instructions.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 copy)
Section II: Financial Bid (1 copy)
Section III: Certifications (1 copy)

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

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Attachment 2 to Part 3 - pricing schedule. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

LIST OF ATTACHMENTS:

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

ATTACHMENT 2 TO PART 3 - Pricing Schedule
See attached Workbook in Word - Attachment 2 to Part 3 - Pricing Schedule

Attachment 3 to Part 3 – Certifications and Additional Information
See attached PDF Form – Attachment 3 to Part 3 – Certifications and Additional Information

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 3

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Lowest Compliant Evaluated Price

To be declared responsive, a bid must:

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

Bids not meeting a) or b) will be declared non-responsive.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement

6.2 Financial Capability

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

6.3 Insurance Requirements

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

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

PART 7 – RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in ANNEX “A”.

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Work described at ANNEX “A”, Statement of Work, will be performed under the Contract on an “as and when requested basis”.

7.1.2.2 With respect to the Work mentioned under article 7.1.2.1 above,

- a) an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
- b) the TA Authority and limit will be determined in accordance with article 7.1.2.3 below;
- c) the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
- d) the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in ANNEX “A” ; and
- e) the TA, inclusive of any revisions, will be authorized under the Contract through the use of ANNEX “D”, Task Authorization Form. An authorized TA is a completed ANNEX “D”, signed by the TA Authority.

7.1.2.3 TA Authority and Limit

a) The Technical Authority may authorize individual TAs inclusive of any revisions up to a limit of \$500,000.00, Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

7.1.2.4 Authority

- a) The authority specified under article 7.1.2.3 above, is granted subject to the sum specified in the Contract under clause 7.7.2 Canada's Total Liability, Cumulative Total of all authorized TAs, not being exceeded.

7.1.2.5 TA Process

7.1.2.5.1 For each task or revision of a previously authorized task, the Technical Authority will provide the Contractor with a request to perform a task prepared using ANNEX "D", Task Authorization Form, containing as a minimum:

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

7.1.2.6 Contractor Response

Within 2 calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

- a) the total estimated cost proposed for performing the task or, as applicable, revised task;
- b) a breakdown of that cost in accordance with ANNEX "B"; and
- c) for each resource proposed by the Contractor for the performance of the Work required:
 - i) the name of the proposed resource.

7.1.2.7 TA Authorization

- a) The TA Authority will authorize the TA based on:
 - i) the request submitted to the Contractor pursuant to article 7.1.2.5 above;
 - ii) the Contractor's response received, submitted pursuant article 7.1.2.6 above; and
 - iii) the agreed total estimated cost for performing the task or, as applicable, revised task.
- b) The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

7.1.2.8 Minimum Work Guarantee - All the Work - Authorized TAs

- a) Maximum Contract Value means the sum specified in Contract clause 7.7.2, Canada's Total Liability, Cumulative Total of all authorized TAs, and "Minimum Contract Value" means 60% of the Contract Value.
- 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 article 7.1.2.8 c) below. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- c) In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
- d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.2.9 Periodic Usage Reports - Contracts with TAs

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

No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Technical Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs 7.1.2.10 and 7.1.2.11 below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

1st period: April 1 to June 30;
2nd period: July 1 to September 30

7.1.2.10 Data Elements

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

- a) the TA number appearing on the TA form;
- b) the date the task was authorized appearing on the TA form;
- c) the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- d) the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, then 2, etc:
 - i) the TA revision number;
 - ii) the date the revision to the task was authorized;
 - iii) the authorized increase or decrease (Applicable Taxes extra);
 - iv) the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
- e) the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
- f) the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
- g) the total amount of Applicable Taxes invoiced;
- h) the total amount paid, Applicable Taxes included;
- i) the start and completion date of the task (as last revised, as applicable); and
- j) the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

7.1.2.11

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

- a) the sum (Applicable Taxes extra) specified in clause 7.7.2 Limitation of Expenditure - Cumulative Total of all Authorized TAs of the Contract (as last amended);
- b) the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- c) the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
- d) the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from Contract award to March 31, 2023 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.4.3 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 up to 60 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 30 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

7.4.4 Termination on Thirty (30) Days' Notice

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

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

7.4.5 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

Carcross/Tagish First Nations Final Agreement
Champagne and Aishihik First Nations Final Agreement
Kluane First Nation Final Agreement
Kwanlin Dun First Nation Final Agreement
Little Salmon/Camacks First Nations Final Agreement
First Nation of Nacho Nyak Dun Final Agreement
Selkirk First Nation Final Agreement
Ta'an Kwach'an Council Final Agreement
Teslin Tlingit Council Final Agreement
Tr'ondëk Hwëch'in Final Agreement
Vuntut Gwitchin First Nation Final Agreement
Gwich'in Comprehensive Land Claims Agreement
Inuvialuit Final Agreement
Sahtu Dene and Metis Comprehensive Land Claims Agreement
Tlicho Land Claims Agreement
Nunavut Land Claims Agreement (NLCA)

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kevin Jiang
Title: Supply Specialist
Charter and Transportation Services Division (LS)
Traffic Management Directorate
Public Services and Procurement Canada
Telephone: 343-550-1630
Facsimile: 613-943-7970
E-mail address: Kevin.jiang@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is:

(The Project Authority will be identified at Contract award)

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

7.5.3 Contractor's Representative

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

7.7.1.2 TA subject to a Limitation of Expenditures

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

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

7.7.1.4 No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. The Contractor must not perform any work or provide any service

that would result in Canada's total liability being exceeded before obtaining the written authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the authorized TA, or
- (c) soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA, whichever comes first.

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

7.7.1.6 Method of Payment

The following method of payment will be used:

- a) Monthly Payments

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.7.1.7 SACC Manual Clauses

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

7.7.1.8 Discretionary Audit

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

7.7.2 Limitation of Expenditure - Cumulative Total of all Authorized (Task Authorizations)

- 1) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____ (to be inserted during contract award). Customs duties and Applicable Taxes are extra.
- 2) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 3) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,Whichever comes first.
- 4) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.8 Invoicing Instructions

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

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

7.8.1 Payment will only be made upon submission of a satisfactory invoice duly supported by specified release documents or other documents called for under the Contract.

7.8.1.2 Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the release document and any other documents as specified in the Contract;
- c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d) a copy of the monthly progress report.

7.8.1.3 Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One (1) copy must be forwarded to the Project and Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c) Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later.
- d) If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition; Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

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

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

7.9.3 Canadian Content Certification

SACC Manual clause A3060C (2008-05-12), Canadian Content Certification

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28), General Conditions - Higher Complexity - Services;;
- (c) ANNEX "A", Statement of Work;
- (d) ANNEX "B", Basis of Payment;
- (e) ANNEX "C", Insurance Requirements;;
- (f) ANNEX "D", Task Authorization Form PWGSC-TPSGC 572;
- (g) the Contractor's bid dated _____ (*inserted at time of contract award*).

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

7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

7.14 SACC Manual clause

Solicitation No. - N° de l'invitation
23239-220658/A
Client Ref. No. - N° de réf. du client
23239-220658

Amd. No. - N° de la modif.
File No. - N° du dossier
Is102 23239-220658

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

A0038C (2006-06-16), Air Transportation
B4032C (2006-06-16), Safety Briefing
B4028C (2008-05-12), Air Charter Conditions

ANNEX "A"

STATEMENT OF WORK

1. Title

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

2. Requirement

To provide the Charterer with the exclusive services of single engine light helicopters, including pilots, engineer, and maintenance services supporting the PCSP's operations.

Table 1					
Helicopter	Location of Service	Estimated Period in Field	Utilization Time	Estimated Minimum Flying Hours Per Helicopter Per Year	Estimated Maximum Flying Hours Per Helicopter Per Year
Helicopter one Bell 206LR (or equivalent)	Primarily in Inuvik Region, NT	1 April to 30 September	exclusive use Approx 142 days	185	300
Helicopter two Bell 206LR (or equivalent)	Primarily in Inuvik Region, NT	1 April to 30 August	exclusive use Approx 114 days	185	300
Helicopter three Bell 206L4 (or equivalent)	Primarily in Inuvik Region, NT	April 15 to 30 Sept	exclusive use Approx 100 days	185	300

3. Base of Operations

The point of hire and the point of release for all three helicopters shall be Inuvik, NT.

The helicopters will be primarily based in Inuvik, NT.

Although the above location is the primary base of operations, the helicopter may be required to operate across multiple territories and land claim areas including Yukon, Northwest Territories and Nunavut. The helicopters may be required to operate from remote field locations (research field sites) on the mainland Mackenzie Valley and Delta, Old Crow flats, Queen Maud Gulf, Banks Island, Herschel Island and Victoria Island on a regular basis.

4. Scope of Requirement

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

5. Aircrew Requirements

5.1 Pilot Requirements

The pilots supplied by the Contractor must:

- a) have a valid helicopter license and the related endorsements for the proposed helicopter;
- b) have a minimum of 1200 hours as Pilot-In-Command (PIC) helicopter flight time;
- c) have a minimum of 500 hours (PIC) flight time on the aircraft class and 20 hours (PIC) on the aircraft type in the last twelve months up to and including the bid closing date;
- d) have a minimum of two years of Arctic experience with a minimum of 250 hours (PIC) vertical reference work i.e. bucketing/longlining;
- e) have a valid Possession and Acquisition License (PAL)
- f) have current TDG Training and certification

5.2 Aircraft Maintenance Engineers

The Aircraft Maintenance Engineers supplied by the Contractor must:

- a) must have a valid Aircraft Maintenance Engineer's license for the proposed helicopter.

5.3 Pilot and Engineer Crew Manifest

- a) ensure qualification and documentation is forwarded to the receiving Charterer a minimum of 5 days prior to the crew's arrival;
- b) ensure that if it is deemed necessary to replace any personnel i.e. due to timing out, commitments etc., that a minimum of 7 days' notice is given;
- c) ensure that the replacement personnel meet the requirements of the Contract; and
- d) ensure that replacement personnel i.e. as a result of normal crew rotation, are replaced with crewmembers that meet the requirements of the Contract;

Note:

If at any time during the course of the operations, the flight crew, the maintenance crew or both are considered by the PCSP to be unsatisfactory for safety or other reasons, the PCSP may notify in writing the Contractor that the flight crew, the maintenance crew or both must be replaced. PCSP must immediately advise the Contracting Authority of the problem with the crew(s). The Contractor must immediately, upon receiving such notification, withdraw and replace the crew specified in the notice. The Contractor must advise the Contracting Authority of the corrective action taken. The helicopter involved must be considered unserviceable until a satisfactory crew resumes operations.

6. Replacement of Personnel

The Contractor must:

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

7. Helicopter Requirements

7.1 The Contractor must supply:

- a) Two (2) helicopters such as Bell 206LR or equivalent, with the following minimum specifications:

1) Seating	1 pilot + 6 passengers
2) Internal Cargo Volume	2.7m ³ (96 ft ³)
3) Usable Fuel Capacity	110 gal (869lbs)
4) Range (plus 20 min reserve)	444 km (240 nautical miles)
5) External Load (Cargo Hook Limit)	544kg (1200 lbs) minimum

- b) One (1) helicopter such as Bell 206L4 or equivalent, with the following minimum specifications:

1) Seating	1 pilot + 5 passengers
2) Internal Cargo Volume	2.7m ³ (96 ft ³)
3) Usable Fuel Capacity	110 gal (869lbs)
4) Range (plus 20 min reserve)	555 km (300 nautical miles)
5) External Load (Cargo Hook Limit)	860kg (1900 lbs) minimum

Note:

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

7.2 The Contractor must supply helicopters equipped as follows:

- a) Two (2) helicopters must have seating for a minimum of six (6) passengers as outlined in 7.1.a;
- b) One (1) helicopter must have seating for a minimum of five (5) passengers as outlined in 7.1.b;
- c) All seats to have high back support with shoulder restraint harnesses;
- d) Two (2) cargo nets (minimum size) 4.27m (14 ft) x 4.27m (14 ft) with lanyards and swivels;
- e) Two (2) sets of barrel slings;
- f) One (1) 15 metre longlines and one 30 metre longline with electronic release head;
- g) Highly visible contrasting main and tail rotor markings painted on upper and lower surfaces;
- h) White/red strobe lights highly visible from all directions;

- i) Highly visible markings (paint or decal) on helicopter for Arctic operations;
- j) Skid mounted ski basket on starboard side (with quick release system);
- k) Medivac stretcher kit.
- l) 24 volt DC electrical system;
- m) A portable refueling pump;
- n) Arctic survival kit including one 12 Gauge firearm and slugs or 30.06 caliber rifle for predator defence.
- o) Heaters and hoses suitable for Arctic conditions and capable of remote field camp operation using a 3000 W generator.

Helicopter configurations are as follows:

- At minimum, one 206LR (or equivalent) must have fixed floats
- At minimum, one 206LR (or equivalent) must have skid gear
- At minimum, the 206L4 (or equivalent) must have skid gear
- All helicopters must be equipped with pop out floats as and when requested..
- All equipment must remain serviceable and available to the Charterer for the duration of the contract period including potential contract extensions.

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

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

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

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

- a) One Emergency Locator Transmitter (ELT);
- b) One Global Positioning System (GPS), i.e. Trimble Trans Pack or equivalent;
- c) Other Standard safety, survival gear and emergency equipment as required by Transport Canada Regulations and the Canadian Aircraft Regulations (CARS); i.e. CAR 602.61; and

- d) Automated Flight Following system (AFF) and telephone/intercom system installed compatible with Skytrac / Skyweb systems.
- e) Provide extra crews when crudities and flight times exceed limitations in Transport Canada Regulations ie. Canada aviation regulations 2010-2, part seven Division II.

8. Helicopter Maintenance

The Contractor must:

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

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

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

Notification by the Contractor that a helicopter will be unserviceable longer than an initial 24 hour period will require that the Contractor provide a back-up helicopter meeting contract specifications that must be in service within 24 hours of notification.

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

9. Operational Readiness

The Contractor must:

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

10. Inspection

The Contractor must:

- a) Ensure the helicopter is available for inspection prior to the commencement date of any resultant contract.
- b) Ensure the following are made available during inspection:
 - i. certificate of registration or lease agreement;
 - ii. current certificate of air worthiness; and
 - iii. journey and technical log book.

- c) Ensure the helicopter is made available for inspection e.g. at Contractor's base of operations or helicopter location.

11. Flight Tickets

The Contractor must:

- a) Provide flight tickets or daily flight reports to the Charterer on a daily basis when conducting operations for the Charterer
- b) Ensure the pilot records the duration and purpose of each flight and the name of the passenger(s).
- c) Ensure that at the end of each flight or upon return to base from multi-day flight in remote area for the Charterer, the base administration/pilot will scan and forward the flight tickets as expeditiously as possible to the Charterer.

NOTE: While conducting work for the Charterer, charters can only be accepted by the Charterer. Any changes to flight schedules bookings for flight operations will require the approval of the Charterer. Flights not authorized by the Charterer will not be considered for payment by the Charterer. Clients of the Charterer will be expected to sign the flight ticket and ensure that their project number is clearly identified on the flight ticket, however concurrence of operations can only be authorized by the Charterer.

12. Travel and Living Expenses – Inuvik, NT

When the contractor's personnel are based at Inuvik, NT, the Contractor will be responsible for the provision and cost of all ground transportation, all accommodations and the cost of all meals for the duration of this contract as well as any recall or extension periods.

13. Travel and Living Expenses – When based other than Inuvik, NT

- a) When the contractor's personnel are based at a location other than Inuvik, NT, the Contractor will be responsible for the provision and cost of all ground transportation, meals and accommodations for the duration of this contract as well as any recall or extension periods.

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

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

14. Interagency Resource Sharing

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

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

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

ANNEX "B"

BASIS OF PAYMENT

A - 1. Contract Period (from contract award to March 31, 2023)

- 1.1 Helicopter Charter services
- 1.2 Total of three helicopters based and configured and equipped and crewed in accordance with SOW.
- 1.3 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

Table 1 – Contract Rates		
Helicopter	Estimated Period in Field	All Inclusive Firm Rate per Flying Hour
1 206LR or equivalent	1 April to 30 September	
2 206LR or equivalent	1 April to 30 August	
3 206L4 or equivalent	15 April to 30 September	

2. Cost Reimbursable Expenses

2.1 Authorized travel and living expenses for Work

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

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

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

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

2.2 Other Direct Expenses

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

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

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

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

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 7.7.2 - Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

B - 1 Option to Extend the Term of the Contract (From April 1, 2023 to March 31, 2024)

1.1 Helicopter Charter services

1.2 Total of three helicopters based and configured and equipped and crewed in accordance with SOW.

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

Table 1 – Contract Rates		
Helicopter	Estimated Period in Field	All Inclusive Firm Rate per Flying Hour
1 206LR or equivalent	1 April to 30 September	
2 206LR or equivalent	1 April to 30 August	
3 206L4 or equivalent	15 April to 30 September	

2. Cost Reimbursable Expenses

2.1 Authorized travel and living expenses for Work

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

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

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

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

2.2 Other Direct Expenses

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

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

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

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

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 7.7.2 - Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

B - 2 Option to Extend the Term of the Contract (April 1, 2024 to March 31, 2025)

- 1.1 Helicopter Charter services
- 1.2 Total of three helicopters based and configured and equipped and crewed in accordance with SOW.
- 1.3 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

Table 1 – Contract Rates		
Helicopter	Estimated Period in Field	All Inclusive Firm Rate per Flying Hour
1 206LR or equivalent	1 April to 30 September	
2 206LR or equivalent	1 April to 30 August	
3 206L4 or equivalent	15 April to 30 September	

2. Cost Reimbursable Expenses**2.1 Authorized travel and living expenses for Work**

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

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

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

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

2.2 Other Direct Expenses

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

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

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

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

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 7.7.2 - Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

B - 3 Option to Extend the Term of the Contract (From April 1, 2025 to March 31, 2026)

- 1.1 Helicopter Charter services
- 1.2 Total of three helicopters based and configured and equipped and crewed in accordance with SOW.
- 1.3 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

Table 1 – Contract Rates		
Helicopter	Estimated Period in Field	All Inclusive Firm Rate per Flying Hour
1 206LR or equivalent	1 April to 30 September	
2 206LR or equivalent	1 April to 30 August	
3 206L4 or equivalent	15 April to 30 September	

2. Cost Reimbursable Expenses

2.1 Authorized travel and living expenses for Work

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

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

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

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

2.2 Other Direct Expenses

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

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

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

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

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 7.7.2 - Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

B - 4 Option to Extend the Term of the Contract (From April 1, 2026 to March 31, 2027)

- 1.1 Helicopter Charter services
- 1.2 Total of three helicopters based and configured and equipped and crewed in accordance with SOW.
- 1.3 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

Table 1 – Contract Rates		
Helicopter	Estimated Period in Field	All Inclusive Firm Rate per Flying Hour
1 206LR or equivalent	1 April to 30 September	
2 206LR or equivalent	1 April to 30 August	
3 206L4 or equivalent	15 April to 30 September	

2. Cost Reimbursable Expenses

2.1 Authorized travel and living expenses for Work

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

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

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

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

2.2 Other Direct Expenses

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

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

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

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

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 7.7.2 - Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

B - 5 Option to Extend the Term of the Contract (From April 1, 2027 to March 31, 2028)

- 1.1 Helicopter Charter services
- 1.2 Total of three helicopters based and configured and equipped and crewed in accordance with SOW.
- 1.3 The all-inclusive firm rate per flying hour includes oil and lubricants but not fuel.

Table 1 – Contract Rates		
Helicopter	Estimated Period in Field	All Inclusive Firm Rate per Flying Hour
1 206LR or equivalent	1 April to 30 September	
2 206LR or equivalent	1 April to 30 August	
3 206L4 or equivalent	15 April to 30 September	

2. Cost Reimbursable Expenses

2.1 Authorized travel and living expenses for Work

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

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

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

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

2.2 Other Direct Expenses

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

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

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

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

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 7.7.2 - Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

ANNEX "C"

INSURANCE REQUIREMENTS

1. Aircraft Charter Insurance

- 1.1 The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
- (a) liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
 - (b) in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
 - (i) \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
 - (ii) \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
 - (iii) \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
- 1.2 The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
- 1.3 The Contractor's insurance must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
 - e) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

2. Aviation Liability Insurance

- 2.1 The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- 2.2 The Aviation Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Employees and, where applicable, Volunteers must be included as Additional Insured.
 - (f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.

- (g) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
- (j) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
- (k) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

3. All Risk in Transit Insurance

- 3.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$15,000.00 per shipment. Government Property must be insured on Agreed Value (appraisal) basis.
- 3.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 3.3 The All Risk Property in Transit insurance must include the following:

- (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
- (b) Loss Payee: Canada as its interest appears or as it may direct.
- (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of Justice and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

4. All Risk Property Insurance

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

5. Environmental Impairment Liability Insurance

- 5.1 The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
- 5.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 5.3 The Contractors Pollution Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

-
- (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

Solicitation No. - N° de l'invitation
23239-220658/A
Client Ref. No. - N° de réf. du client
23239-220658

Amd. No. - N° de la modif.
File No. - N° du dossier
Is102 23239-220658

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

ANNEX "D"

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

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