



**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**

<b>Title - Sujet</b> FIXED WING CARGO AND PASSENGER	
<b>Solicitation No. - N° de l'invitation</b> 23239-230150/A	<b>Date</b> 2022-08-30
<b>Client Reference No. - N° de référence du client</b> 23239-230150	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$LS-106-81370	
<b>File No. - N° de dossier</b> Is106.23239-230150	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-09-23</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Glover, Kingsley	<b>Buyer Id - Id de l'acheteur</b> Is106
<b>Telephone No. - N° de téléphone</b> (343) 543-0634 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III

Gatineau  
Quebec  
K1A0S5

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

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**Due to the restrictions of Covid- 19 Bids must be submitted by epost  
Connect.**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 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 572.

### **1.2 Summary**

To provide the Charterer with fixed wing cargo and freight aircraft capable of carrying up to 36 passengers and cargo in various configurations to support PCSP Operations at different points of departure (Iqaluit, Yellowknife, and Edmonton) and in Resolute.

Canadian Free Trade Agreement (CFTA).

#### **1.2.1 Background**

The Polar Continental Shelf Program's (PCSP) mission is to provide safe, efficient and cost-effective logistics in support of science and Government priorities. The Program provides logistics throughout the Canadian Arctic for field research that is conducted by Canadian government, university, northern, independent and international research organizations. Additionally, the Program provides specific field logistics support for the Canadian Armed Forces Arctic Training Centre that is hosted at the PCSP facility in Resolute, Nunavut.

The PCSP logistics include:

- Charter air transportation to and from remote field camps throughout Canada's North
- Field equipment for loan (including cold-weather clothing and communications equipment)
- Fuel for aircraft, field equipment and camps
- Meals, accommodations and working space (including a multi-purpose laboratory) at the PCSP facility in Resolute, Nunavut (open from February to September)

- Scientific licensing and permitting advice
- Advice and coordination for shipping and receiving (including sealift and dangerous goods)
- A communications network that links the PCSP with the research teams in field camps dispersed throughout the Arctic

The PCSP also offers field equipment and shipping and receiving coordination and advice for federal government field research at non-Arctic locations across Canada.

The PCSP requires the services of fixed wing cargo and freight aircraft to support its field operations from various locations across Canada.

### **1.2.2 Canadian Content**

The requirement is limited to Canadian services.

### **1.2.3 Comprehensive Land Claims Agreement(s)**

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Tlicho Land Claims Agreement
- Nunavut land Claims Agreement

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.

### **1.2.4 Federal Contractors Program (FCP) for Employment Equity**

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

### **1.2.5 epost Connect Service**

This bid solicitation allows bidders to use the CPC 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.”

## **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.

## 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](#) (2022-03-29) 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 calendar 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, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tps-gc.pareceptiondessoumissions-abbidreceiving.pwgsc@tps-gc.gc.ca](mailto:tpsgc.pareceptiondessoumissions-abbidreceiving.pwgsc@tps-gc.gc.ca)

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

#### 2.2.1 Transmission by epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
  - 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: [tps-gc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tps-gc.gc.ca](mailto:tps-gc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tps-gc.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 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.

### 2.3 Former Public Servant

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

## Definitions

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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

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

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority 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.

## **2.5 Applicable Laws**

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

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**

### **3.1 Bid Preparation Instructions**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

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

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

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

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

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

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

Bidders must submit their financial bid in accordance with the Financial Proposal Table detailed in Attachment 2 to Part 3

#### **Section III: Certifications**

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

**ATTACHMENT 1 TO PART 3**

**TECHNICAL BID**

<p><b><u>M1 – fixed wing cargo and freight turboprop</u></b></p> <p>1.1 The Bidder must identify the proposed fixed wing cargo and freight aircraft capable of carrying up to 36 passengers and cargo in various configurations, in addition to demonstrating the proposed aircraft(s) meets the specifications identified in Annex A - Statement of Work.</p> <p>1.2 The Bidder must submit the proposed aircraft make i.e. common name and model number, in addition to a detailed description of the proposed aircraft(s).</p> <p>Canada reserves the right to request proof of any information provided by the Bidder. If the information cannot be validated, the Bidder's bid may be considered non-responsive.</p>	<p>Put a check mark in the space that applies</p> <p>1.1 Did you identify aircraft specification that meets the need?          YES _____ NO _____</p> <p>1.2 Did you provide aircraft specifications?          YES _____ NO _____</p>
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<p><b><u>M2 - Proposed Pilot-in-Command Experience</u></b></p> <p>2.1 The bidder must identify a minimum of 2 pilots-in-command which meet the following criteria:</p> <p>(i) a minimum of 2000 total flying hours experience, up to and including the bid closing date, as pilot-in-command.</p> <p>(ii) a minimum of 500 flying hours as a pilot in command of the proposed aircraft type</p> <p>(iii) Proposed pilot(s)-in-command must have a valid Air Transport Pilot License (ATPL).</p> <p>(iv) Proposed pilot(s)-in-command must have current TDG Training and Certification.</p> <p>(v) In order to demonstrate that the proposed pilot-in-command possess the qualifications specified above, Bidder must provide his/her résumé.</p> <p>This résumé must clearly demonstrate the qualifications of the proposed pilot-in-command</p> <p>Canada reserves the right to request proof of any information provided by the Bidder. If the information cannot be validated, the Bidder's bid may be considered non-responsive. Listing experience without providing any</p>	<p>Put a check mark in the space that applies</p> <p>2.1(i). Did you demonstrate the description of proposed pilot(s)-in-command relevant experience?          YES ____ NO ____</p> <p>2.1(ii). Did you indicate pilot-in-command flight experience on the proposed aircraft type?          YES ____ NO ____</p> <p>2.1(iii). Did you provide the license(s)?          YES ____ NO ____</p> <p>2.1(iv). Did you provide the certification(s)?          YES ____ NO ____</p> <p>2.1(v). Did you provide a detailed resume of the pilot(s)-in-command?          YES ____ NO ____</p>
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<p>supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.</p>	
<p><b><u>M3 – Proposed Co-Pilot Experience</u></b></p> <p>3.1 The bidder must identify a minimum of 2 co-pilots:</p> <p>(i) a minimum of 250 total flying hours experience, up to and including the bid closing date</p> <p>(ii) Current Pilot Proficiency Check (PPC) on type</p> <p>(iii) In order to demonstrate that the proposed co-pilot possess the qualifications specified above, Bidder must provide his/her résumé.</p> <p>This résumé must clearly demonstrate the qualifications of the proposed co-pilot</p>	<p>Put a check mark in the space that applies</p> <p>3.1(i). Did you demonstrate the description of proposed co-pilot(s) relevant experience?        YES____ NO ____</p> <p>3.1(ii). Did you provide a current PPC?        YES____ NO ____</p> <p>3.1(iii). Did you provide a detailed resume of the co-pilot(s)?        YES____ NO ____</p>
<p><b><u>M4 - Air Operator Certificate and Licence</u></b></p> <p>4.1 A copy of the Bidders current <b>Air Operator Certificate</b> issued by Transport Canada, OR, if another Carrier will operate the air charter service on behalf of the Bidder, a copy of the operating Carrier's <b>Air Operator Certificate</b> issued by Transport Canada.</p> <p>4.2 A copy of the Bidder's current <b>Domestic Licence</b> and/or <b>International Licence</b> issued by the Canadian Transportation Agency, if those licences are required in order to provide the offered service, AND, if another Carrier will operate the air charter service on behalf of the Bidder, a copy of the operating Carrier's current <b>Domestic Licence</b> and/or <b>International Licence</b> issued by the Canadian Transportation Agency, if those licences are required in order to provide the offered service.</p>	<p>Put a check mark in the space that applies</p> <p>4.1 Did you provide Air Operator Certificate?        YES____ NO ____</p> <p>4.2 Did you provide the Licence?        YES____ NO ____</p>
<p><b><u>M5 – Operation Base</u></b></p> <p>5.1 The Bidder must have a minimum 2 years' experience, within the last 5 years from the bid solicitation closing date, providing aircraft chartered support services.</p> <p>5.2 The Bidder must have operation base in (Iqaluit, Yellowknife, and Edmonton) and in Resolute (refer to Annex A - SOW – section 3. Base of Operations)</p>	<p>Put a check mark in the space that applies</p> <p>5.1 Did you provide years of experience?        YES____ NO ____</p> <p>5.2 Did you provide operating base?        YES____ NO ____</p>
<p><b><u>M6 – Insurance Certificate</u></b></p>	<p>Put a check mark in the space that applies</p>

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<p>6.1 A copy of the Bidders <b>Insurance Certificate</b> confirming that it meets the requirements listed in Annex "C", Insurance Requirements, OR, if another Carrier will operate the air charter service on behalf of the Bidder, a copy of the operating Carrier's <b>Insurance Certificate</b> confirming that it meets the requirements listed in Annex "C", Insurance Requirements</p>	<p>6.1 Did you provide insurance certificate? YES _____ NO _____</p>
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**ATTACHMENT 2 TO PART 3**

**PRICING SCHEDULE**

**Financial proposal table:**

Period	Routes	Aircraft Type	Total estimated tasks per year	Rate per Task	sub total
January 01, 2023 to December 31, 2023	1		12		
	2		2		
	3		2		
	4		2		
Option 1: January 01, 2024 to December 31, 2024	1		12		
	2		2		
	3		2		
	4		2		
Option 2: January 01, 2025 to December 31, 2025	1		12		
	2		2		
	3		2		
	4		2		

Option 3: January 01, 2026 to December 31, 2026	1		12		
	2		2		
	3		2		
	4		2		
Option 4: January 01, 2027 to December 31, 2027	1		12		
	2		2		
	3		2		
	4		2		

TOTAL FINANCIAL PROPOSAL IN CANADIAN DOLLARS:	
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<i>Notes</i>
<p>1. The Bidder should complete this pricing schedule and include it in its financial bid once completed. Prices are in Canadian dollars exclusive Goods and Services Tax (GST) or Harmonized Sales Tax (HST).</p> <p>2. The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.</p> <p>3. The firm all inclusive firm rate excludes Other Direct Expenses, and Fuel.</p> <p>4. Any costs associated with the provision of space as described in appendix A "SOW" is to be included in the charter rate. Canada may require from time to time access to the space during days prior and after planned mission days for preparation.</p>

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
23239-230150/001/LS  
Client Ref. No. - N° de réf. du client  
23239-230150

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Is106.23239-230150

Buyer ID - Id de l'acheteur  
Is106  
CCC No./N° CCC - FMS No./N° VME

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**ATTACHMENT 3 to PART 3**

**CERTIFICATIONS**

<b>1. General Information</b>	
The Bidder is a Joint Venture	Yes ( ) or No ( )
Solicitation No.	
Bidder Legal Name	
Procurement Business Number (PBN)	
Bidder Address	
Name of Contact Person	
Phone Number	
E-Mail Address of Contact Person	
Applicable Law	(choose a Province)

<b>2. Certifications Required with the Bid</b> (Bidders must submit the following duly completed certifications as part of their bid.)
<p><b>Integrity Provisions - Declaration of Convicted Offences</b></p> <p>In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, <b>if applicable</b>, the declaration form available on the <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html">Forms for the Integrity Regime</a> website (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</a>), to be given further consideration in the procurement process.</p>

<b>3. Certifications Precedent to Contract Award and Additional Information</b>
<p><b>3.1 Federal Contractors Program for Employment Equity - Default by the Contractor</b> (from template &amp; Supply Manual Annex 5.1)</p> <p>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 "<a href="#">FCP Limited Eligibility to Bid</a>" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.</p> <p>The accuracy of the AIEE number can be confirmed by comparing it with the number listed for that organization/bidder in the FCP List of Certified Employers on the <a href="#">Federal Contractors Program</a>  page.</p> <p>Please provide the necessary evidence of compliance with the FCP, namely a valid and current Agreement to Implement Employment Equity (AIEE) duly signed by an authorized executive of the company or a valid AIEE number issued by Employment and Social Development Canada – Labour (ESDC – Labour).</p> <p>Check only one of the following : (from previous Certifications)</p> <p>( ) The Bidder certifies having no work force in Canada.</p>

- The Bidder certifies being a public sector employer.
- The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- The Bidder certifies having a combined workforce in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- The Bidder certifies having a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees.

**3.2 Status and Availability of Resources**  
(A3005T)

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.

I understand and certify

**3.3 Education and Experience**  
(A3010T)

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

I understand and certify

**3.4 Price Certification - Canadian-based Suppliers (other than agency and resale outlets)**  
(C0002T)

The Bidder certifies that the price proposed

- a. is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity; and
- c. does not include any provision for discounts to selling agents.

I understand and certify

**3.5 Canadian Content Certification**  
(A3050T)

The Bidder certifies that the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

I understand and certify

**3.6 Former Public Servant**  
(A3025T)

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

**Definitions**

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

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

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

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

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

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

#### **3.7 Electronic Payment of Invoices**

*(from template)*

Canada requests that Bidders select one of the following:

- ( ) Electronic Payment instruments will not be accepted for payment of invoices.  
( ) Electronic Payment Instruments will be accepted for payment of invoices; if yes, please select any of

the following Electronic Payment Instrument(s):

- ( ) Visa Acquisition Card;  
( ) MasterCard Acquisition Card;

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1. Mandatory Technical Criteria**

The Bidder must meet the Mandatory Technical Criteria's **M1 to M6**, specified in Attachment 1 to Part 3..

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

- a. 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.
- b. 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
- b) Meet all mandatory evaluation criteria.

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

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

### **5.1 Certifications Required with the Bid**

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

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

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

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

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

### **6.2 Insurance Requirements**

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

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

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 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.

#### **7.2.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization" form specified in Annex D .
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority within 7 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **7.2.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$100,000.00,, Applicable Taxes included, inclusive of any revisions.

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

- 7.2.3 The authority specified under paragraph 7.2.2 of this clause is granted subject to the sum specified in the Contract under clause 7.7.2 Limitation of Expenditure - Cumulative Total of all authorized TAs, not being exceeded.

#### **7.2.4 Minimum Work Guarantee - All the Work - Authorized TAs**

1. In this clause, "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means 60% of the "Maximum Contract Value".

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### **7.3 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.

#### **7.3.1 General Conditions**

2035 (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **7.4 Term of the Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is from January 1, 2023 to December 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 four (4) 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.

#### **7.5 Comprehensive Land Claims Agreements (CLCAs)**

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

- Tlicheo Land Claims Agreement
- Nunavut land Claims Agreement

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.

#### **7.6 Authorities**

##### **7.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Kingsley Glover  
Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
Travel and Transportation Management Directorate  
140 O'Connor Street  
Ottawa ON K2P 2H6  
Telephone: 343-543-0634  
E-mail address: Kingsley.Glover@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.

##### **7.6.2 Project Authority**

The Project Authority for the Contract is:

*(The Project Authority will be identified at Contract award)*

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical

content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.6.3 Contractor's Representative

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

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

## 7.7 Payment

### 7.7.1 Basis of Payment

7.7.1.1 TA subject to a Limitation of Expenditures

7.7.1.2 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.

### 7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

7.7.2.1 Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ (*amount inserted at contract award*). Customs duties are included and the Applicable Taxes are extra.

7.7.2.2 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.

7.7.2.3 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 and requested in all authorized TAs, inclusive of any revisions

Whichever comes first.

7.7.2.4 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 Method of Payment – Multiple 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.

## **7.9 SACC Manual Clauses**

A3025C (2020-05-04), Proactive Disclosure of Contracts with Former Public Servants  
A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C0705C (2010-01-11), Discretionary Audit  
C0305C (2014-06-26), Cost Submission  
C0705C (2010-01-11), Discretionary Audit  
C6000C (2017-08-17), Limitation of Price

## **7.10 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.

Each invoice must be supported by:

- a. certified flight reports covering all charges for hours flown or other expenditures.
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

7.21.2 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.

## **7.11 Certifications and Additional Information**

### **7.11.1 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.

### **7.11.2 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.

### **7.11.3 SACC Manual Clauses**

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

### **7.12 Applicable Laws**

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

### **7.13 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 (2022-05-12);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Insurance Requirements;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated \_\_\_\_\_, (*insert at time of contract award*).

### **7.14 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex D. 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.

### **7.15 SACC Manual Clauses**

A0038C (2006-06-16), Air Transportation  
B4032C (2006-06-16), Safety Briefing  
B4028C (2008-05-12), Air Charter Conditions  
B4030C (2006-06-16), Aircrew Requirements - Fixed Wing Aircraft

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Amd. No. - N° de la modif.  
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Buyer ID - Id de l'acheteur  
Is106  
CCC No./N° CCC - FMS No./N° VME

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## 7.16 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](#)".

**ANNEX A**

**STATEMENT OF WORK**

**1. Title**

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

**2. Requirement**

To provide the Charterer with fixed wing cargo and freight aircraft capable of carrying up to 36 passengers and cargo in various configurations to support PCSP Operations.

Table 1					
Route	Aircraft Type	Routing	Departure times	Distance	Estimated Number of Tasks per Contact Year
Route 1	Fixed Wing	Iqaluit – Resolute – Iqaluit	Day 1 - 14:00 to Resolute Remain Overnight Day 2 – 06:30 to Iqaluit *Must connect northbound and southbound with scheduled service.	3144 km	12
Route 2	Fixed Wing	Yellowknife – Resolute – Edmonton	Preference 08:00 however will work around operational window on that day ( <i>carrier to provide firm timings that work for their operation</i> ).	3109 km	2
Route 3	Fixed Wing	Edmonton - Yellowknife – Resolute – Yellowknife – Edmonton	Preference 08:00 however will work around operational window on that day ( <i>carrier to provide firm timings that work for their operation</i> ).	4126 km	2
Route 4	Fixed Wing	Yellowknife – Resolute – Yellowknife	Preference 08:00 however will work around operational window on that day ( <i>carrier to provide firm timings that work for their operation</i> ).	3109 km	2

### 3. Base of Operations

The contractor must have a base of operations in all the routes and equipment to provide ground support to aircraft including loading/offloading bags and passengers, passenger services, and maintenance operations including de-icing, heat cart, towing, and ground power units at three points of departure (Iqaluit, Yellowknife, and Edmonton) and in Resolute.

### 4. General Requirements

The contractor must:

- a) Ensure the Contractor's representative has authority on all matters pertaining to the use of the aircraft;
- b) Carry out all phases of the work as expeditiously as possible and take all precautions to eliminate unnecessary delays;
- c) Consider the aircraft unserviceable, if the aircraft is not available, or undergoing maintenance or if the Contractor's crew are not available or not in condition to be dispatched;
- d) Ensure if a replacement of an aircraft necessary, for any reason, the replacement aircraft is in the field area within 24 hours;
- e) Ensure all relevant information on the applicable northern airstrips, the radio communications and air navigation facilities in the area, and regulations regarding the use of these airstrips and various alternates, as well as climatic conditions of the region at the time of the year, are well known (the Charterer will supply other technical details if requested);
- f) In the event of weather or delays, the carrier will ensure adequate crew and aircraft on reserve or standby to permit recovery to any delay within maximum of 24 hours. The carrier will minimize disruption to charter by providing;
- g) Transport personnel, equipment, dangerous goods and supplies as required;
- h) Connect with commercial scheduled services when requested by charterer;
- i) Configure aircraft based on charterer requirements to meet load requirements;
- j) Provide meals and full beverage services on charter applicable to time of day;
- k) Provide on route technical stop for fuel to maximize load when requested by charterer should weather dictate;
- l) Provide charter information regarding the point of departure;
- m) Provide service to minimize trip disruption – in the case of mechanical or controllable delays the carrier will cover all meals and accommodations should the carrier not be able to operate and disruption to passengers is greater 2 hours.

### 5. Aircraft Requirements

The Contractor must supply for all Routes

- a) A fixed wing cargo and freight aircraft capable of carrying up to 36 passengers and cargo in various configurations.
- b) Minimum passenger configuration shall be capable of 10 passengers.
- c) Aircraft must also be available in full freighter configuration (as and when requested).
- d) A normal configuration will be between 10 and 25 seats and the balance of the aircraft will carry freight/bags.
- e) The cargo compartment must be capable of handling items 49" wide x 59" tall at 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.

## 6. Aircraft Maintenance

The Contractor must:

- a) Allow the Charterer the unrestricted right to examine the aircraft, engine log books, and record of radio overhaul, to check on repairs and overhaul of each aircraft before signing the first flight bill each year;
- b) Allow the Charterer the unrestricted right to reject the use of any aircraft whose overhaul record is unsatisfactory e.g. unserviceable extended range fuel tanks, unserviceable avionics, unserviceable anti-icing equipment, etc.;
- c) Provide external hot air blower heating units that are sufficient in capability for each aircraft provided;
- d) Provide required special ground equipment to service the aircraft in the field including but not limited to: jacks, ladders, aluminum barrel ramp, air bottles, and fuel pumps;
- e) Provide for each aircraft, for the plug-in electrical engine heater, a minimum of 200 feet of cold-weather type cable, with suitable outdoor type, snow proof connecting plugs; as required, provide portable oxygen equipment for high-altitude flying aircraft;
- f) Provide aircraft engine oil and other special lubricants or fluids required by the aircraft;
- g) Provide all personal equipment including but not limited to: cold-weather clothing, footwear for the Contractor's personnel, suitable to enable them to operate efficiently in Arctic winter temperatures; and
- h) Provide emergency equipment including Transport Canada approved 12-man Arctic survival kit, ELT equipped life rafts.

Note:

Notification by the Contractor that an aircraft will be unserviceable longer than an initial 48 hour period will require that the Contractor provide a back-up aircraft meeting contract specifications that must be in service within 96 hours of notification of dispatch delays.

## 7. Pilot-in-Command and Co-Pilot Experience

- a) The Contractor must provide pilots-in-command that have:

- ~~ii~~-i. A minimum of 2000 total flying hours experience as pilot-in-command.
- ~~iii~~-ii. A minimum of 500 flying hours as pilot-in-command of the proposed aircraft type.
- ~~iv~~-iii. A valid Air Transport Pilot License (ATPL)
- ~~v~~-iv. Current TDG Training and Certification

- b) The Contractor must provide co-pilots that have:

- i. A minimum of 250 total flying hours
- ii. Current Pilot Proficiency Check (PPC) on type

## 8. 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.

## 9. Inspection

The Contractor must:

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

## 10. Flight Tickets

The Contractor must:

- a) Provide flight tickets or daily flight reports are to be provided to the Charterer following the completion of each charter; and
- b) Ensure the pilot records the duration and purpose of each flight.

Note:

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

## 11. Travel and Living Expenses – When overnighing at Resolute Bay, Nunavut

When the contractor's personnel are required to stay overnight at Resolute Bay, Nunavut the Charterer will be responsible for the provision of meals and accommodations at the PCSP facility.

## 12. Charterer Responsibilities

The Charterer shall:

- a) Provide manifests for each flight to identify passengers, baggage, DG's, cargo, weights;
- b) Establish schedule for flights and communicate to carrier the planned schedule.  
Wherever possible the charterer will provide Contractor notification of intended flight operations 30 day in advance;
- c) Provide accommodations (including meals as required) for aircrew operating charters when remaining overnight in Resolute.

## 13. Interagency Resource Sharing

The Charterer may assign the aircraft 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,

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Client Ref. No. - N° de réf. du client  
23239-230150

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Is106.23239-230150

Buyer ID - Id de l'acheteur  
Is106  
CCC No./N° CCC - FMS No./N° VME

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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.

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 January 1, 2023 to December 31, 2023)**

**1. Aircraft Charter Services**

1.1 The all-inclusive firm rate per charter includes oil and lubricants but not fuel.

Table 1 – Contract Rates				
Route	Aircraft Type	Routing	Estimated Level of Effort (in Routes)	All Inclusive Firm Rate per Task
Route 1	Fixed Wing	Iqaluit – Resolute – Iqaluit	12	“To be inserted at time of award”
Route 2	Fixed Wing	Yellowknife – Resolute – Edmonton	2	“To be inserted at time of award”
Route 3	Fixed Wing	Edmonton - Yellowknife – Resolute – Yellowknife – Edmonton	2	“To be inserted at time of award”
Route 4	Fixed Wing	Yellowknife – Resolute – Yellowknife	2	“To be inserted at time of award”

**2. Cost Reimbursable Expenses - 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, NAV 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).

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

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

**B - Option to Extend the Term of the Contract**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**B - 1 Option to Extend the Term of the Contract (From January 1, 2024 to December 31, 2024)**

**1. Aircraft Charter Services**

1.1 The all-inclusive firm rate per charter includes oil and lubricants but not fuel.

Table 1 – Regular Routes – STREAM 1				
Route	Aircraft Type	Routing	Estimated Level of Effort (in Routes)	All Inclusive Firm Rate per Task
Route 1	Fixed Wing	Iqaluit – Resolute – Iqaluit	12	“To be inserted at time of award”

Route 2	Fixed Wing	Yellowknife – Resolute – Edmonton	2	“To be inserted at time of award”
Route 3	Fixed Wing	Edmonton - Yellowknife – Resolute – Yellowknife – Edmonton	2	“To be inserted at time of award”
Route 4	Fixed Wing	Yellowknife – Resolute – Yellowknife	2	“To be inserted at time of award”

**2. Cost Reimbursable Expenses - 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, NAV 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).

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

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

**C - Option to Extend the Term of the Contract**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**C - 1 Option to Extend the Term of the Contract (From January 1, 2025 to December 31, 2025)**

**1. Aircraft Charter Services**

1.1 The all-inclusive firm rate per charter includes oil and lubricants but not fuel.

Table 1 – Regular Routes – STREAM 1				
Route	Aircraft Type	Routing	Estimated Level of Effort (in Routes)	All Inclusive Firm Rate per Task
Route 1	Fixed Wing	Iqaluit – Resolute – Iqaluit	12	“To be inserted at time of award”
Route 2	Fixed Wing	Yellowknife – Resolute – Edmonton	2	“To be inserted at time of award”
Route 3	Fixed Wing	Edmonton - Yellowknife – Resolute – Yellowknife – Edmonton	2	“To be inserted at time of award”
Route 4	Fixed Wing	Yellowknife – Resolute – Yellowknife	2	“To be inserted at time of award”

**2. Cost Reimbursable Expenses - 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, NAV 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).

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

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

**D - Option to Extend the Term of the Contract**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**D - 1 Option to Extend the Term of the Contract (From January 1, 2026 to December 31, 2026)**

**1. Aircraft Charter Services**

1.1 The all-inclusive firm rate per charter includes oil and lubricants but not fuel.

Table 1 – Regular Routes – STREAM 1				
Route	Aircraft Type	Routing	Estimated Level of Effort (in Routes)	All Inclusive Firm Rate per Task
Route 1	Fixed Wing	Iqaluit – Resolute – Iqaluit	12	“To be inserted at time of award”

Route 2	Fixed Wing	Yellowknife – Resolute – Edmonton	2	“To be inserted at time of award”
Route 3	Fixed Wing	Edmonton - Yellowknife – Resolute – Yellowknife – Edmonton	2	“To be inserted at time of award”
Route 4	Fixed Wing	Yellowknife – Resolute – Yellowknife	2	“To be inserted at time of award”

**2. Cost Reimbursable Expenses - 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, NAV 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).

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

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

**E- Option to Extend the Term of the Contract**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**E - 1 Option to Extend the Term of the Contract (From January 1, 2027 to December 31, 2027)**

**1. Aircraft Charter Services**

1.1 The all-inclusive firm rate per charter includes oil and lubricants but not fuel.

Table 1 – Regular Routes – STREAM 1				
Route	Aircraft Type	Routing	Estimated Level of Effort (in Tasks)	All Inclusive Firm Rate per Task
Route 1	Fixed Wing	Iqaluit – Resolute – Iqaluit	12	“To be inserted at time of award”
Route 2	Fixed Wing	Yellowknife – Resolute – Edmonton	2	“To be inserted at time of award”
Route 3	Fixed Wing	Edmonton - Yellowknife – Resolute – Yellowknife – Edmonton	2	“To be inserted at time of award”
Route 4	Fixed Wing	Yellowknife – Resolute – Yellowknife	2	“To be inserted at time of award”

**2. Cost Reimbursable Expenses - 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

Solicitation No. - N° de l'invitation  
23239-230150/001/LS  
Client Ref. No. - N° de réf. du client  
23239-230150

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Is106.23239-230150

Buyer ID - Id de l'acheteur  
Is106  
CCC No./N° CCC - FMS No./N° VME

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1	Aircraft Fuel	\$ (to be inserted at contract award)
2	Other direct expenses items including but not limited to : airport fee's, NAV 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).

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

With the exception of the all inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.3.1- Limitation of Expenditure – Cumulative Total of all Authorized TA's of the Contract.

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### 1. Aircraft Charter Insurance

The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:

(a) liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$500,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;

(b) in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:

(i) \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);

(ii) \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,

(iii) \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.

1.2 The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.

1.3 The Contractor's insurance must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.

(b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

(c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.

(e) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the 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**

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- 2 The Aviation Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) Notice of Cancellation: The 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, \$500,000 per person. The per accident limit should be no less than \$500,000 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.

Solicitation No. - N° de l'invitation  
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File No. - N° du dossier  
Is106.23239-230150

Buyer ID - Id de l'acheteur  
Is106  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "D"**

### **TASK AUTHORIZATION FORM PWGSC-TPSGC 572**

See attached PDF fillable Form – Annex E TPSGC-PWGSC 572 FORM.pdf

Suppliers can also go to:

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