



RETURN BIDS TO:

Parks Canada Agency Bid Receiving Unit
 National Contracting Services
 Bid Fax: 1-866-246-6893
 Bid E-mail Address: soumissionsouest-bidswest@canada.ca

This is the only acceptable email address for responses to the bid solicitation. Bids submitted by email directly to the Contracting Authority or to any other email address will not be accepted.

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to bid documents will not be accepted.

REQUEST FOR PROPOSAL

Proposal to: Parks Canada Agency

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

Comments:

This procurement is subject to the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area (the [Nunavut Directive](#)).

This bid solicitation cancels and supersedes previous bid solicitation number 5P420-23-0016/A dated September 20, 2023 with a closing of October 20, 2023 at 14:00 MST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

Issuing Office:

Parks Canada Agency
 National Contracting Services
 Calgary, Alberta

Title: Air Charter Services in Nunavut - Parks Canada	
Solicitation No.: 5P420-23-0016/B	Date: May 21, 2024
Client Reference No.: n/a	
GETS Reference No.: n/a	

Solicitation Closes: At: 14:00 On: June 21, 2024	Time Zone: MDT
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F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: Ryan Taylor	
Telephone No.: (587) 436-5987	Fax No.: 1-866-246-6893
Email Address: ryan.taylor@pc.gc.ca	
Destination of Goods, Services, and Construction: Nunavut	

TO BE COMPLETED BY THE BIDDER

Vendor/ Firm Name:	
Address:	
Telephone No.:	Email Address:
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):	
Signature:	Date:

IMPORTANT NOTICE TO BIDDERS

BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL. BIDS RECEIVED IN-PERSON OR BY COURIER MAY NOT BE ACCEPTED.

The only acceptable email address for responses to the bid solicitation is soumissionsouest-bidswest@canada.ca. Bids submitted by email directly to the Contracting Authority or to any email address other than soumissionsouest-bidswest@canada.ca will not be accepted.

The only acceptable facsimile for responses to bid solicitations is **1-866-246-6893**.

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The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 5P420-23-0016/A dated September 20, 2023 with a closing of October 20, 2023 at 14:00 MST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

Comprehensive Land Claims Agreement(s)

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

- Nunavut Agreement

Nunavut Directive

This solicitation is limited for bidding among firms registered on the [Inuit Firm Registry \(IFR\)](#). For additional information, see Part 5 Certification and Additional Information.

Regions

It is Parks Canada's intention to award up to three (3) contracts from this solicitation process. One (1) contract is intended to be awarded in each of the following Nunavut regions:

Region	Nunavut Regions	Anticipated # of Contracts
A	Baffin	1
B	Kitikmeot	1
C	Kivalliq	1

Bidders may submit a bid for any or all Regions. However, **bidders must submit complete Financial bids for each Region of their bid.** Bids for parts of a Region will not be accepted. The evaluation and selection methodology detailed in **Annex F to part 4 of the Bid Solicitation** will apply to each Region.

Solicitation No.:
5P420-23-0016/B

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.02.15.2023

Client Reference No.:
n/a

Title:
Air Charter Services in Nunavut - Parks Canada

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s); an electronic transfer of funds deposited directly into a bank account. In order to receive payment, new vendors that are awarded a contract will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

Additional information on this Government of Canada initiative is available at: <http://www.directdeposit.gc.ca>

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PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

1.1.1. There is no security requirement associated with the bid solicitation.

1.2. Statement of Work

The requirement is detailed under **Article 6.3** of the resulting contract clauses.

1.3. Comprehensive Land Claims Agreement(s)

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

- Nunavut Agreement

1.3.1. Nunavut Directive

This procurement is subject to the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area (the [Nunavut Directive](#)).

The Nunavut Directive has the following objectives:

- (a) Increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- (b) Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and
- (c) Employment of Inuit at a representative level in the Nunavut Settlement Area workforce.

1.3.2. Limited to Firms on the Inuit Firm Registry (IFR)

This solicitation is limited for bidding among firms registered on the [Inuit Firm Registry \(IFR\)](#). For additional information, see Part 5 Certification and Additional Information.

1.3.3. Nunavut Directive: Inuit Benefits Plan (IBP)

Bids will also be evaluated according to weighted-and-rated Inuit Benefits Criteria and Nunavut Benefits Criteria. Bidder submissions for both of these criteria are to be combined in an Inuit Benefits Plan (IBP), as described in **Annex “G”** (Inuit Benefits Plan), in which Bidders should detail how they will integrate the following elements in carrying out work under this requirement:

1. Inuit employment (either directly or through subcontractors);
2. Inuit training and skills development (either directly or through subcontractors);
3. Inuit ownership (Contractor and subcontractors); and
4. Location in the Nunavut Settlement Area.

The commitments contained in an IBP will form part of the resulting contract.

Implementation of the Contractor’s IBP will be ensured through close monitoring and requiring, at a minimum, that each invoice be accompanied by an IBP Progress Report (See **Annex “D”** (IBP Progress Report) which demonstrates that contractual obligations were fulfilled.

1.3.4. Nunavut Directive: Reporting Inuit and Nunavut Benefits – General information

- a. Canada expects that the Contractor will, through the life of the contract, maintain and compile records as to the delivery of Inuit and Nunavut Benefits, including but not limited to the following elements:
 1. Total hours and total dollars spent on Inuit Employment
 2. Total hours and total dollars spent on Inuit Training
 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 4. Location of Contractor and sub-contractors/suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of Inuit and Nunavut Benefits and make them available for audit purposes.
- c. Canada will expect that every invoice be accompanied by an IBP Progress Report, in accordance with **Annex “D”** (IBP Progress Report) of the Contract.
- d. If, for any reason, a bid does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting any unanticipated Inuit and Nunavut Benefits realized under the contract be provided with each invoice in accordance with paragraph c.

1.4. 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](#) (2023-06-08), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Subsection 2. entitled Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety.

2.2. Submission of Bids

Bids must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

Bids submitted in-person or by courier will not be accepted.

The only acceptable facsimile for responses to bid solicitations is 1-866-246-6893.

The only acceptable email address for responses to bid solicitations is soumissionsouest-bidswest@canada.ca.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

2.2.1. Regions

It is Parks Canada's intention to award up to three (3) contracts from this solicitation process. One (1) contract is intended to be awarded in each of the following Nunavut regions:

Region	Nunavut Regions	Anticipated # of Contracts
A	Baffin	1
B	Kitikmeot	1
C	Kivalliq	1

Bidders may submit a bid for any or all Regions. However, **bidders must submit complete Financial bids for each Region of their bid.** Bids for parts of a Region will not be accepted. The evaluation and selection methodology detailed in **Annex F to part 4 of the Bid Solicitation** will apply to each Region.

A firm may pursue different Regions in different capacities, for example as a Subcontractor to another firm in one Region and pursue another Region as Prime Contractor.

2.3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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 Nunavut.

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

2.5. Bid Challenge and Recourse Mechanisms

2.5.1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

2.5.2. 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)

2.5.3. 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 the bid be gathered per section and separated as follows:

Section I:	Technical Bid
Section II:	Inuit Benefits Plan
Section III:	Financial Bid
Section IV:	Certifications

Bidders may submit a bid for any or all Regions. However, **bidders must submit complete Financial bids for each Region of their bid.** Bids for parts of a Region will not be accepted. The evaluation and selection methodology detailed in **Annex F to part 4 of the Bid Solicitation** will apply to each Region.

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: Inuit Benefits Plan

As part of their IBP, Bidders should explain and demonstrate how they propose to incorporate Inuit Benefits and Nunavut Benefits in carrying out the work.

Section III: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at **Annex B**.

3.1.1. Exchange Rate Fluctuation

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

Section IV: Certifications

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including "technical", "Inuit Benefits Plan", "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

Technical bids will be evaluated against the mandatory technical evaluation criteria at **Annex F to Part 4 of the Bid Solicitation**.

4.1.2. Inuit Benefits Plan

Inuit Benefits Plan will be evaluated against the criteria at **Annex G to Part 4 of the Bid Solicitation**.

4.1.3. Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price – Bid

4.2. Basis of Selection

Canada will assess bids and award contracts on a per Region basis. For administrative purposes, in the event the same bidder wins more than one Region, Canada may issue a single contract containing the Regions won by the same bidder. One (1) contract is intended to be awarded in each of the following Regions:

Region	Nunavut Regions	Anticipated # of Contracts
A	Baffin	1
B	Kitikmeot	1
C	Kivalliq	1

4.2.1 Highest combined rating of Inuit Benefits Plan commitment (40%), and price (60%) – Limited to Firms on the Inuit Firm Registry

4.2.1.1 Canada will assess bids and award contracts on a per Region basis as follows:

4.2.1.2 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria, including being registered on the Inuit Firm Registry (IFR);

4.2.1.3 Bids not meeting (a) and (b) will be declared non-responsive.

4.2.1.4 The selection will be based on the highest responsive combined rating of Inuit benefits point rated evaluation and price. The ratio will be 40% for the Inuit benefits and 60% for the price.

4.2.1.5 To establish the Inuit benefits point rated evaluation, the overall score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40%.

4.2.1.6 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 60%.

4.2.1.7 For each responsive bid, Inuit benefits score, and the pricing score will be added to determine its combined rating.

4.2.1.8 Neither the responsive bid obtaining the highest Inuit benefits score, nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit, Inuit benefit, and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 40/60 of Inuit benefit and price, respectively. The total available points for the IBP is 100, and the lowest evaluated price is \$45,000.

Basis of Selection – Inuit Benefit Plan (40%) and Price (60%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		35/40	35/40	20/40
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Inuit Benefit Plan Score	$35/40 \times 40 = 35$	$35/40 \times 40 = 35$	$20/40 \times 40 = 20$
	Pricing Score	$45/55 \times 60 = 49.09$	$45/50 \times 60 = 54$	$45/45 \times 60 = 60$
Combined Rating		84.09	89	80
Overall Rating		2nd	1st	3rd

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 and Additional Information

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

5.2.1. Integrity Provisions – Required Documentation

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

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](#), must provide the information requested at **Annex H to Part 5 of the Bid Solicitation** prior to contract award.

5.2.2. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or 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 Former Public Servants, the Bidder must provide the information requested at **Annex I to Part 5 of the Bid Solicitation** prior to contract award.

5.2.3. Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

5.2.4. Additional Certifications Precedent to Contract Award

5.2.4.1. Status and Availability of Resources

SACC *Manual* clause [A3005T](#) (2010-08-16), Status and Availability of Resources

5.2.4.2. Limited to Firms on the Inuit Firm Registry (IFR)

- a. Only Bidders registered on the [Inuit Firm Registry \(IFR\)](#) may qualify for contract award.
- b. Bidders must be registered on the IFR by bid closing. If a bidder is not registered on the IFR by that time, their bid will be declared non-responsive and given no further consideration.
- c. Failure to maintain registration on the IFR for the duration of the Contract may result in Canada terminating the contract for default.

PART 6 – RESULTING CONTRACT CLAUSES

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

6.1. Security Requirements

6.1.1. There is no security requirement applicable to the Contract.

6.2. Comprehensive Land Claims Agreement(s)

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

- Nunavut Agreement.

6.3. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at **Annex "A"** and in the manner committed to in the Contractor's Inuit Benefits Plan.

6.3.1. Task Authorization Process

6.3.1.1. 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.

6.3.1.2. Task Authorization Process:

- (a) The Project Authority will provide the Regional Contractor with a description of the work using the "[Task Authorization](#)" form specified in **Annex "E"**.
 - (b) The Regional Contractor will be identified and contacted according to their base of operation (Geographic location within Nunavut) and proximity to the planned departure.
 - (c) A request for work may be made outside of or across regions based on aircraft availability and positioning, estimated costs, and logistical efficiencies.
 - (d) 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.
 - (e) **For standard requests** the Contractor must provide the Project Authority, within seven (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.
 - (f) **For urgent requests** the Contractor must provide the Project Authority, within 48 hours 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. If the Contractor is unable to provide the urgent services a rejection notice should be provided to Project Authority within 24 hours of receiving the request.
 - (g) 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.
-

6.3.2. Canada's Obligation – Minimum Work Guarantee - All the Work - Task Authorizations

6.3.2.1. 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 10% in accordance with the Basis of Payment in **Annex "B"**.

6.3.2.2. 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 6.3.2.3. 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.

6.3.2.3. 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.

6.3.2.4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.4. 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.

6.4.1. General Conditions

[2010B](#) (2022-12-01), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

6.4.2. Supplemental General Conditions

6.4.2.1. Compliance with On-site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.4.3. Disclosure of Information

6.4.3.1 The Contractor agrees that Canada may at any time disclose the Inuit Benefits Plan (IBP) and the IBP Progress Reports to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. As the IBP and the IBP Progress Report could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the contract. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.

6.4.3.2 The Contractor undertakes not to include in the IBP or in the IBP Progress Reports any information that cannot be shared publicly or that could constitute private information under the [Privacy Act](#) (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

6.4.4. Implementation of the Inuit Benefits Plan

6.4.4.1 Nunavut Directive: Inuit Benefits Plan Progress Report

- a. The Contractor must compile records through the life of the contract as to its level of achievement in fulfilling the commitments made under the Inuit Benefits Plan (IBP), including but not limited to the following elements:
 - i. Total hours and total dollars spent on Inuit Employment
 - ii. Total hours and total dollars spent on Inuit Training
 - iii. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 - iv. Location of Contractor and sub-contractors / suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of IBP commitments and make them available for audit purposes.
- c. The Contractor must accompany each invoice with an IBP Progress Report drafted in accordance with **Annex "D"** (IBP Progress Report) of the contract.
- d. If, for any reason, the contract does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting the occurrence of any unanticipated Inuit and Nunavut benefits realized under the contract be provided with each invoice in accordance with paragraph c.

6.4.4.2 Nunavut Directive: Third party independent professional

- a. If requested by Canada, the Contractor must engage a third party independent professional to confirm whether the Contractor has met its contractual obligations regarding the Inuit Benefits Plan (IBP) under the Contract. The third party independent professional must be approved in advance by the Contracting Authority.
- b. If the Contractor has proposed two different third party independent professionals for this purpose, but the Contracting Authority has not approved either, or if the Contractor has not proposed a third party independent professional within 30 days of Canada's original request to engage a third party independent professional, the Contracting Authority will propose up to three third party independent professionals from which the Contractor must choose.

- c. The Contractor must submit the third party independent professional's written report to the Contracting Authority and the Contracting Authority may contact the third party independent professional directly regarding the report.
- d. If the independent professional confirms that the Contractor has met the requirements regarding activities specified in the IBP, Canada agrees to reimburse the Contractor the cost of the third party independent professional, including any applicable taxes, upon receiving a copy of the invoice paid by the Contractor.
- e. If the independent professional confirms that the Contractor **has not** met the requirements regarding activities specified in the IBP:
 - i. Canada will not reimburse the Contractor any cost of the third party independent professional;
 - ii. the Contractor must, at the discretion of Canada, repay Canada in the amount found to have been paid in excess by Canada to the Contractor related to IBP activities not performed in accordance with the IBP; and
 - iii. Canada may retain any amount found to have been paid in excess by Canada, including for activities not performed in accordance with the IBP, by way of deduction from any payment that may be due or payable to the Contractor.
- f. Nothing in this section limits any other remedy or action available to Canada under this contract.

6.4.4.3 Nunavut Directive: Inuit Benefit Plan deviations

- a. If at any time it becomes apparent to the Contractor that it may be unable to fulfill any of its Inuit Benefits Plan (IBP) obligations, the Contractor must inform the Contracting Authority without waiting for the submission of an IBP Progress Report to be required.
- b. If requested by the Contracting Authority, the Contractor must provide a detailed explanation, within the timeframe specified by the Contracting Authority, regarding any actual or anticipated inability to fulfill any of its IBP obligations.
- c. If requested by the Contracting Authority, the Contractor must propose, within the timeframe specified by the Contracting Authority, a written Corrective Action Plan to address the deviation(s). The Corrective Action Plan may involve an amendment to the IBP to provide alternative forms of benefits agreed upon by the Parties.
- d. Any amendment to the IBP must be documented through a formal contract amendment, which will only be issued if the Parties agree to modify the IBP. Canada may, in its discretion, refuse to accept modifications to the IBP if, in Canada's opinion, the proposed amendments do not offer the same value of benefits.
- e. Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

6.5. Term of Contract

6.5.1. Period of the Contract

The period of the Contract is from date of Contract to March 31, 2025 inclusive.

6.5.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) from April 1, 2025 to March 31, 2026 inclusive and April 1, 2026 to March 31, 2027 inclusive 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 prior to 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.

6.6. Authorities

6.6.1. Contracting Authority

The Contracting Authority for the Contract is:

Ryan Taylor
A/Advisor National Contracting Services
Chief Financial Officer Directorate
Parks Canada Agency

Telephone: (587) 436-5987
Facsimile: 1-866-246-6893
E-mail address: ryan.taylor@pc.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.

6.6.2. Project Authority

The Project Authority for the Contract is:

*** to be provided 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.

6.6.3. Contractor's Representative

to be completed by the Bidder

The Contractor's Representative for the Contract is:

Representative's Name:		
Representative's Title:		
Legal Vendor/ Firm Name:		
Operating Vendor/ Firm Name (if different than above):		
Physical Address:		
City:	Province/ Territory:	Postal Code:
Telephone:	Facsimile:	
Email Address:		
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:		

6.7. Proactive Disclosure of Contracts with Former Public Servants

*** [SACC Manual clause A3025C](#) to be inserted at contract award, if applicable ***

6.8. Payment

6.8.1. Basis of Payment: Firm Unit Price(s) – Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in **Annex "B"**, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

6.8.2. Basis of Payment: Individual Task Authorizations

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

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

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.8.3. Limitation of Expenditure – Cumulative Total of All Task Authorizations

- 6.8.3.1.** Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs) must not exceed the sum of \$ ****to be inserted at contract award****. Customs duties are included and Applicable Taxes are extra.
- 6.8.3.2.** 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.
- 6.8.3.3.** The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75% committed, or
 - b. four 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.
- 6.8.3.4.** 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.

6.8.4. Single Payment – Individual Task Authorization

Canada will pay the Contractor upon completion and delivery of the Task Authorization Work 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.

6.8.5. IBP Holdback

The Contractor agrees to the application of an Inuit Benefits Plan Holdback (IBP Holdback) when IBP obligations are not being achieved.

6.8.5.1 If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.

6.8.5.2 An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.

6.8.5.3 In determining whether to apply an IBP Holdback, Canada may consider, among other things:

- a) The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
- b) evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
- c) the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.

6.8.5.4 In determining the value of an IBP Holdback, Canada may consider various elements, including:

- a) the value of the Contractor's IBP obligations;
- b) the weight of the IBP in the bid evaluation; or
- c) the past and ongoing performance of the Contractor in delivering IBP obligations.

6.8.5.5 The total value of the IBP Holdback shall not exceed the total minimum guarantee of the contract at section 6.3.2.3.

6.8.5.6 Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:

- a) with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
- b) that the Contractor has since delivered all or at least a portion of the IBP obligations;

6.8.5.7 Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

6.8.6. SACC Manual Clauses

[C0711C](#) (2008-05-12) Time Verification

6.9. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the Inuit Benefits Plan Progress Report as specified in the Contract;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses, if applicable; and
- c. a copy of the Task Authorization.

6.9.2. Invoices must be distributed as follows:

- a. One (1) copy must be forwarded electronically to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

6.10. Certifications and Additional Information

6.10.1. 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.

6.11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ***** to be inserted at contract award *****.

6.12. 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 [2010B](#) (2022-12-01), General Conditions – Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Inuit Benefit Plan;
- (g) Annex E, Task Authorization Form; and
- (h) The Contractor's bid dated ***** to be inserted at contract award *****.

6.13. SACC Manual Clauses

[A0038C](#) (2006-06-16), Air Transportation
[A1009C](#) (2008-05-12), Work Site Access
[A7017C](#) (2008-05-12), Replacement of Specific Individuals
[A9068C](#) (2010-01-11), Government Site Regulations
[B4028C](#) (2008-05-12), Air Charter Conditions
[B4032C](#) (2006-06-16), Safety Briefing
[B6802C](#) (2007-11-30), Government Property
[B9028C](#) (2007-05-25), Access to Facilities and Equipment

6.14. Insurance Requirements

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

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

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

6.15. Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX A

STATEMENT OF WORK

Fixed Wing Air Charter Services **Parks Canada Agency Nunavut Field Unit**

1. Scope of Requirement

Parks Canada Agency (PCA) is seeking the provision of fixed wing air charter services on an as and when required basis for carrying personnel (PCA staff, partners and stakeholders), materials and equipment (including dangerous goods) to Nunavut communities for operational purposes, including community engagement and meetings with partners and stakeholders. Approximately 1 to 2 flights per year are anticipated in the Kivalliq and Kitikmeot region and 2 to 3 flights per year in the Qikiqtani region.

Flights may be required across multiple regions under one charter request based on aircraft availability, estimated costs, and logistical efficiencies. Contractor(s) will be contacted for work according to base of operation and location of planned departure.

The contractor must be capable of providing two (2) Aircrafts capable of landing on gravel runway. The first aircraft must be able to transport up to Twelve (12) passengers, the second aircraft must be able to transport up to eight (8) passengers.

2. Base of Operations and Geographical Operating Area

The principal base of operations for the aircraft(s) is anticipated to be Iqaluit, however, this may vary based on region and location of contractor(s). Travel to and from the following places may be required:

- Baffin: Pangnirtung, Qikiqtarjuaq, Clyde River, Pond Inlet, Arctic Bay, Resolute Bay, Grise Fiord
- Kitikmeot: Gjoa Haven, Cambridge Bay, Yellowknife
- Kivalliq: Nauyasat, Rankin Inlet, Coral Harbour, Chesterfield Inlet, Baker Lake,.

Canada will assess bids and award contracts on a per Region basis. Bidders must clearly identify which of the above communities they can accommodate in their bids. For administrative purposes, in the event the same bidder wins more than one Region, Canada may issue a single contract containing the Regions won by the same bidder.

3. Contract Length and Usage Dates

Air charter services will be required on an as and when needed basis for the duration of the contract.

4. Requirements

4.1 The Contractor is responsible for the following:

- a. Provision of fixed wing aircraft, pilot(s) and all fuel requirements (petroleum, oil and lubricants)
 - b. Assisting personnel with loading and unloading materials and equipment including dangerous goods (e.g., bear bangers, ammunition, bear spray, fuel, batteries, etc.)
 - c. Transporting materials, equipment (including dangerous goods) and passengers
 - d. Providing accommodations, meals and incidentals for aircrew while staying in Nunavut communities
 - e. Maintaining all required licensing for the duration of the Contract, including but not limited to:
 - Parks Canada business license (where required)
 - Pilot licenses
 - f. Maintaining insurance coverage required for the services
-

4.2 The Contractor must comply with the following acts and regulations. Where two or more acts or regulations apply, conform to the most stringent:

- a. Canadian Aviation Regulations (CARs)
- b. Canadian Labour Code
- c. Canada Occupational Health and Safety Regulations
- d. Federal WHMIS legislation

4.3 Task Authorization Scheduling - As and when required charter services:

- (a) The Project Authority will provide the Contractor with a description of the work including but not limited to:
 - Location details: Anticipated departure location, any layovers or additional stops required en route, and destination
 - Schedule details: anticipated departure dates and arrival times
 - Passenger details: number and names of anticipated passengers
 - Cargo details: approximate size and classification of items needing transport
- (b) The Contractor will review the request and provide confirmation if they can or cannot meet the request as provided within forty-eight (48) hours of urgent type requests and seven (7) days of non-urgent requests. The Project Authority and Contractor will work to schedule the flight(s) required.
- (c) Based on the proposed flight schedule the Contractor must provide the Project Authority, the proposed total estimated cost for performing the work and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- (d) Once the requirement specifics have been determined, a Task Authorization (TA) will be issued containing the details of the activities to be performed, a description of the deliverables, a schedule indicating completion dates for the major activities or submission dates for the deliverables, and total costs associated with the Work.
- (e) 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.
- (f) If weather delays prevent scheduled flight departure, delayed or rescheduled flights will be agreed upon by both parties.
- (g) **Scheduled Standby and Standby Fees Due to Unexpected Delays:**
In cases where the aircraft is put on standby during scheduled stopovers, the charterer shall compensate the contractor at the pre-agreed standby rates. Additionally, in the event of unexpected delays, requiring the aircraft to be placed on standby beyond the scheduled standby, the charterer agrees to compensate the carrier at the agreed upon standby rates for the additional duration of standby time. Unexpected delays may include but are not limited to adverse weather conditions, air traffic restrictions, or any unforeseen circumstances preventing the execution of the originally scheduled flights. Both parties agree to discuss and mutually agree upon the duration and compensation for standby time incurred due to unexpected delays.

5. Contractor Qualifications

5.1 Aircraft requirements

The aircraft requirements will vary on a case-by-case basis. Parks Canada is seeking a Contractor that can provide two (2) aircraft that meet the following criteria:

- Aircraft one (1):
- a. Number of passengers (excluding pilot): up to 12 passengers
 - b. Cargo capacity: minimum of 800kg
 - c. Landing gear types: wheels capable of landing on gravel runway
-

Aircraft two (2):

- a. Number of passengers (excluding pilot): up to 8 passengers
- b. Cargo capacity: minimum of 500kg
- c. Landing gear types: wheels capable of landing on gravel runway

All aircraft provided for the work under the contract must meet the following requirements:

- a. Duly certified and maintained in accordance with all applicable Transport Canada Regulations
- b. Legal to operate in the Nunavut Territory
- c. Equipped with any and all other standard safety, survival gear and emergency equipment as required by Transport Canada Regulations and the Canadian Aircraft Regulations (CARs).

5.2 Pilot requirements

The Contractor must provide the services of a pilot who:

- a. Holds the appropriate license and endorsements for the aircraft type that the Contractor will provide to meet the requirements of the Contract (including but not limited to a valid Transport Canada Air Operator Certificate (AOC) and valid Canadian Transportation Agency Air Operator Domestic License); and
- b. Meets the minimum required hours of flying experience as detailed in SACC Manual clause [B4030C](#) (2006-06-16) Aircrew Requirements, 500hour PIC time - Fixed Wing Aircraft.

6. Support Provided by Parks Canada

Except for urgent requests, Parks Canada will provide advance notice of planned trips whenever possible to assist with planning and scheduling of expected charters.

Parks Canada will supply information to support the contract, including provision of names, affiliation and emergency contact information for all passengers and detailed information on pay load and dangerous goods paperwork.

7. Interagency Resource Sharing

Parks Canada may assign the aircraft to provide air charter services for other Departments or Agencies travelling to Nunavut communities for operational purposes, including community engagement, consultations or meetings pertaining to the protection and conservation of Parks Canada places in Nunavut. 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.
- c. The Carrier is responsible for ensuring that insurance coverage as stipulated herein is valid for operations across Canada.
- d. Passengers may be PCA staff, contractors, other government staff, community members or other partners, including minors, as approved by PCA.

ANNEX B

BASIS OF PAYMENT

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

Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (c) All prices are in Canadian dollars, FOB destination
- (d) Customs duties are included and Applicable Taxes are extra.
- (e) Total Evaluated Bid Price Calculation: For the purposes of evaluation, the evaluated bid price will be determined per region as set out below.

1. Terms and Conditions

1.1 Prices and Rates:

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

- 1.2 Positioning and Depositioning Fees:** Will be paid to (positioning) and/or from (depositioning) the mutual-agreed-upon point of hire.

- 1.3 Fuel Charges:** Fuel charges are not included in the per statute mile and hourly rates. Fuel charges shall be reimbursed at cost. The amount is to be confirmed with each Task Authorization.

- 1.4 Crew Expenses:** When the nature of the Charter requires the Carrier's personnel to stay overnight away from the Carrier's Base of Operations (this includes weather conditions), the Carrier shall be reimbursed in accordance with the Per Diem rates established below.

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

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

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

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

1.6 Cancellation Conditions:

Without restricting any other term and condition, any task authorization may be terminated in whole or in part by Canada giving written notice at least forty-eight (48) hours prior to the requested air charter services start time. There shall be no charge to Canada for such termination. If the cancellation is made within less than forty-eight (48) hours prior to the requested Charter start time, excluding cancellations due to weather, a cancellation charge may apply and be based on unrecoverable costs incurred preparing for cancel flights. Cancellation charges must be appropriately supported and demonstrated for acceptance by Parks Canada.

Solicitation No.:
5P420-23-0016/B

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.02.15.2023

Client Reference No.:
n/a

Title:
Air Charter Services in Nunavut - Parks Canada

2. Basis of Payment – Fixed Wing Aircraft

- 2.1 Primary Rate - Rate per Statute Mile:** This rate shall be applied in accordance with paragraph 8.1 and paragraph 9 of the [B4028C \(2008-05-12\) Air Charter Conditions](#). Default rate for Task Authorizations for Point to Point Charters.
- 2.2 Secondary Rate - Rate per Hour of "Air Time":** when flight distances are not measurable, or when requested by the Parks Canada Agency, this rate shall be applied in accordance with paragraph 7.1 of the [B4028C \(2008-05-12\) Air Charter Conditions](#)

3. Award by Region

Canada will assess bids and award Contracts on a per Region basis. For administrative purposes, in the event a same bidder wins more than one Region, Canada may issue a single contract containing the Regions won by the same bidder.

Bidders may submit a bid for any or all Regions. However, **bidders must submit complete Financial bids for each Region of their bid.** The evaluation and selection methodology detailed in **part 4 of the Bid Solicitation** will apply to each Region.

Bidders must submit for one or more of the following Regions using the associated Basis of Payment table(s) below

Region	Nunavut Regions	Anticipated # of Contracts
A	Baffin	1
B	Kitikmeot	1
C	Kivalliq	1

4. Region A - Baffin:

4.1 – Firm Unit Price(s)

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of Annex A – Statement of Work as defined.

Item No.	Description	Unit of Measure	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Totals (EQ x PU)
Contract Year 1: 2024/25					
4.1.1	Aircraft 1 (up to 12 passengers): Rate per Statute Mile	Per Mile	10,000	\$	\$
4.1.2	Aircraft 2 (up to 8 passengers): Rate per Statute Mile	Per Mile	17,000	\$	\$
4.1.3	Aircraft 1 (up to 12 passengers): Hourly Flight Time Rate When Applicable	Hourly	20	\$	\$
4.1.4	Aircraft 2 (up to 8 passengers): Hourly Flight Time Rate When Applicable	Hourly	35	\$	\$
4.1.5	Daily Standby – For planned non-flying days <u>must include all crew expenses</u>	Daily	2	\$	\$
4.1.6	Hourly Standby for unplanned delays and holding of aircraft	Hourly	5	\$	\$
4.1.7	Crew Expenses: Per Diem for each crew member during unplanned overnight stays	Per Person Per Day	6	\$	\$
Optional Year 1 2025/26					
4.1.8	Aircraft 1 (up to 12 passengers): Rate per Statute Mile	Per Mile	10,000	\$	\$
4.1.9	Aircraft 2 (up to 8 passengers): Rate per Statute Mile	Per Mile	17,000	\$	\$
4.1.10	Aircraft 1 (up to 12 passengers): Hourly Flight Time Rate When Applicable	Hourly	20	\$	\$
4.1.11	Aircraft 2 (up to 8 passengers): Hourly Flight Time Rate When Applicable	Hourly	35	\$	\$

4.1.12	Daily Standby – For planned non-flying days <u>must include all crew expenses</u>	Daily	2	\$	\$
4.1.13	Hourly Standby for unplanned delays and holding of aircraft	Hourly	5	\$	\$
4.1.14	Crew Expenses: Per Diem for each crew member during unplanned overnight stays	Per Person Per Day	6	\$	\$
Optional Year 2 2026/27					
4.1.15	Aircraft 1 (up to 12 passengers): Rate per Statute Mile	Per Mile	10,000		
4.1.16	Aircraft 2 (up to 8 passengers): Rate per Statute Mile	Per Mile	17,000		
4.1.17	Aircraft 1 (up to 12 passengers): Hourly Flight Time Rate When Applicable	Hourly	20	\$	\$
4.1.18	Aircraft 2 (up to 8 passengers): Hourly Flight Time Rate When Applicable	Hourly	35	\$	\$
4.1.19	Daily Standby – For planned non-flying days <u>must include all crew expenses</u>	Daily	2	\$	\$
4.1.20	Hourly Standby for unplanned delays and holding of aircraft	Hourly	5	\$	\$
4.1.21	Crew Expenses: Per Diem for each crew member during unplanned overnight stays	Per Person Per Day	6	\$	\$
4.1	Region A - Baffin: Combined Estimated Total Firm Unit Price(s) Sum of Items 4.1.1 through 4.1.21 (excluding applicable tax)				\$

4.2 Fuel Expenses – Flights and Positioning

Fuel charges shall be reimbursed at cost. The amount is to be confirmed with each Task Authorization.

LIMITATION OF EXPENDITURE: FUEL EXPENSES (excluding applicable tax)	\$ 40,000.00
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4.3 Total Evaluated Bid Price – Region A

REGION A: TOTAL EVALUATED BID PRICE (SUM OF ITEMS 4.1 AND 4.2) (excluding applicable tax)	\$
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5. Region B – Kitikmeot:

5.1 Firm Unit Price(s)

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of Annex A – Statement of Work as defined.

Item No.	Description	Unit of Measure	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
Contract Year 1: 2024/25					
5.1.1	Aircraft 1 (up to 12 passengers): Rate per Statute Mile	Per Mile	10,000	\$	\$
5.1.2	Aircraft 2 (up to 8 passengers): Rate per Statute Mile	Per Mile	17,000	\$	\$
5.1.3	Aircraft 1 (up to 12 passengers): Hourly Flight Time Rate When Applicable	Hourly	20	\$	\$
5.1.4	Aircraft 2 (up to 8 passengers): Hourly Flight Time Rate When Applicable	Hourly	35	\$	\$
5.1.5	Daily Standby – For planned non-flying days <u>must include all crew expenses</u>	Hourly	5	\$	\$
5.1.6	Hourly Standby for unplanned delays and holding of aircraft	Daily	2	\$	\$
5.1.7	Crew Expenses: Per Diem for each crew member during unplanned overnight stays	Per Person Per Day	6	\$	\$
Contract Option Year 1 2025/26					
5.1.8	Aircraft 1 (up to 12 passengers): Rate per Statute Mile	Per Mile	10,000	\$	\$
5.1.9	Aircraft 2 (up to 8 passengers): Rate per Statute Mile	Per Mile	17,000	\$	\$
5.1.10	Aircraft 1 (up to 12 passengers): Hourly Flight Time Rate When Applicable	Hourly	20	\$	\$
5.1.11	Aircraft 2 (up to 8 passengers): Hourly Flight Time Rate When Applicable	Hourly	35	\$	\$

5.1.12	Daily Standby – For planned non-flying days <u>must include all crew expenses</u>	Hourly	5	\$	\$
5.1.13	Hourly Standby for unplanned delays and holding of aircraft	Daily	2	\$	\$
5.1.14	Crew Expenses: Per Diem for each crew member during unplanned overnight stays	Per Person Per Day	6	\$	\$
Optional Year 2 2026/27					
5.1.15	Aircraft 1 (up to 12 passengers): Rate per Statute Mile	Per Mile	10,000	\$	\$
5.1.16	Aircraft 2 (up to 8 passengers): Rate per Statute Mile	Per Mile	17,000	\$	\$
5.1.17	Aircraft 1 (up to 12 passengers): Hourly Flight Time Rate When Applicable	Hourly	20	\$	\$
5.1.18	Aircraft 2 (up to 8 passengers): Hourly Flight Time Rate When Applicable	Hourly	35	\$	\$
5.1.19	Daily Standby – For planned non-flying days <u>must include all crew expenses</u>	Hourly	5	\$	\$
5.1.20	Hourly Standby for unplanned delays and holding of aircraft	Daily	2	\$	\$
5.1.21	Crew Expenses: Per Diem for each crew member during unplanned overnight stays	Per Person Per Day	6	\$	\$
5.1	Region B - Kitikmeot: Combined Estimated Total Firm Unit Price(s) Sum of Items 5.1.1 through 5.1.21 (excluding applicable tax)				\$

5.2 Fuel Expenses – Flights and Positioning

Fuel charges shall be reimbursed at cost. The amount is to be confirmed with each Task Authorization

LIMITATION OF EXPENDITURE: FUEL EXPENSES (excluding applicable tax)	\$ 40,000.00
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5.3 Total Evaluated Bid Price – Region B

REGION B: TOTAL EVALUATED BID PRICE (SUM OF ITEMS 5.1 AND 5.2) (excluding applicable tax)	\$
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6. Region C – Kivalliq:

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of Annex A – Statement of Work as defined.

Item No.	Description	Unit of Measure	Estimated Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
Contract Year 1: 2024/25					
6.1.1	Aircraft 1 (up to 12 passengers): Rate per Statute Mile	Per Mile	10,000	\$	\$
6.1.2	Aircraft 2 (up to 8 passengers): Rate per Statute Mile	Per Mile	17,000	\$	\$
6.1.3	Aircraft 1 (up to 12 passengers): Hourly Flight Time Rate When Applicable	Hourly	20	\$	\$
6.1.4	Aircraft 2 (up to 8 passengers): Hourly Flight Time Rate When Applicable	Hourly	35	\$	\$
6.1.5	Daily Standby – For planned non-flying days <u>must include all crew expenses</u>	Hourly	5	\$	\$
6.1.6	Hourly Standby for unplanned delays and holding of aircraft	Daily	2	\$	\$
6.1.7	Crew Expenses: Per Diem for each crew member during unplanned overnight stays	Per Person Per Day	6	\$	\$
Contract Option Year 1 2025/26					
6.1.8	Aircraft 1 (up to 12 passengers): Rate per Statute Mile	Per Mile	10,000	\$	\$
6.1.9	Aircraft 2 (up to 8 passengers): Rate per Statute Mile	Per Mile	17,000	\$	\$
6.1.10	Aircraft 1 (up to 12 passengers): Hourly Flight Time Rate When Applicable	Hourly	20	\$	\$
6.1.11	Aircraft 2 (up to 8 passengers): Hourly Flight Time Rate When Applicable	Hourly	35	\$	\$
6.1.12	Daily Standby – For planned non-flying days <u>must include all crew expenses</u>	Hourly	5	\$	\$

6.1.13	Hourly Standby for unplanned delays and holding of aircraft	Daily	2	\$	\$
6.1.14	Crew Expenses: Per Diem for each crew member during unplanned overnight stays	Per Person Per Day	6	\$	\$
Optional Option Year 2 2026/27					
6.1.15	Aircraft 1 (up to 12 passengers): Rate per Statute Mile	Per Mile	10,000	\$	\$
6.1.16	Aircraft 2 (up to 8 passengers): Rate per Statute Mile	Per Mile	17,000	\$	\$
6.1.17	Aircraft 1 (up to 12 passengers): Hourly Flight Time Rate When Applicable	Hourly	20	\$	\$
6.1.18	Aircraft 2 (up to 8 passengers): Hourly Flight Time Rate When Applicable	Hourly	35	\$	\$
6.1.19	Daily Standby – For planned non-flying days <u>must include all crew expenses</u>	Hourly	5	\$	\$
6.1.20	Hourly Standby for unplanned delays and holding of aircraft	Daily	2	\$	\$
6.1.21	Crew Expenses: Per Diem for each crew member during unplanned overnight stays	Per Person Per Day	6	\$	\$
6.1	Region C - Kivalliq: Combined Estimated Total Firm Unit Price(s) Sum of Items 6.1.1 through 6.1.21 (excluding applicable tax)				\$

6.2 Fuel Expenses – Flights and Positioning

Fuel charges shall be reimbursed at cost. The amount is to be confirmed with each Task Authorization

LIMITATION OF EXPENDITURE: FUEL EXPENSES (excluding applicable tax)	\$ 40,000.00
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6.3 Total Evaluated Bid Price – Region C

REGION C: TOTAL EVALUATED BID PRICE (SUM OF ITEMS 6.1 THROUGH 6.3) (excluding applicable tax)	\$
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Solicitation No.:
5P420-23-0016/B

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.02.15.2023

Client Reference No.:
n/a

Title:
Air Charter Services in Nunavut - Parks Canada

Notes:

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

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 1.1(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 Parks Canada Agency.
- b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual 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 Parks Canada Agency.
- b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- e. Employees and, where applicable, Volunteers must be included as Additional Insured.
- f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
- g. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
- i. 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 Parks Canada Agency 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.

ANNEX D

INUIT BENEFITS PLAN – PROGRESS REPORT

The IBP Progress Report is comprised of four (4) tables which the Contractor must fill in, as indicated in this Annex, and submit with every invoice *or no later than seven (7) calendar days upon written request*.

The tables will demonstrate the Contractor's compliance with its IBP, providing information, including the cost breakdown, on all IBP achievements in each Task Authorization of the Contract as well as the cumulative total of IBP obligations delivered since the beginning of the Contract.

If so requested by Canada, the Contractor must be able to provide a full description of all of the Work that has been completed in accordance with the IBP, and to present before Canada the supporting documentation (i.e. employees coordinates, time sheets, invoices, receipts, vouchers etc). The Contractor must also maintain such records for audit purposes in accordance with the General Conditions.

The Contractor is required to certify the information contained in every IBP Progress Report submitted. If Contractor Certification is not provided, the IBP Progress Report will be deemed incomplete and will not be accepted.

Disclosure of Information

1. The Contractor agrees to the disclosure of the IBP and the IBP Progress Reports by Canada, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. The Contractor warrants to have secured from its subcontractors and suppliers similar consents to disclosure by Canada as the IBP and the IBP Progress Report could contain information regarding such subcontractors and suppliers. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
2. The Contractor undertakes **not to include** in the IBP or in the IBP Progress Reports **any information that cannot be shared publicly** or that could constitute **private information** under the *Privacy Act* (R.S.C., 1985, c. P-21) (e.g.name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

Deviations

If the delivery of IBP obligations is below the IBP commitment, the Contractor must include a detailed explanation. In circumstances where the Contractor can clearly demonstrate that reasonable efforts were made to meet the IBP obligations but could not be met due to circumstances out of the Contractor's control, the Contractor will nevertheless be expected to have maximized IBP obligations to the level that was possible. See the Contract terms for further details regarding such situations.

The Contractor must **inform Contracting Authority immediately** without waiting for the submission of an IBP Progress Report if a deviation from the expected outcome may occur.

Key Terms

1. Eligible Inuit Employee (EIE) is:

- a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement (<https://nlca.tunnngavik.com/>) at the time such work is performed, and
- c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee’s beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:
https://www.tunnngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/

2. Eligible Inuit Trainee (EIT) is:

- a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement (<https://nlca.tunnngavik.com/>) at the time such work is performed, and
- c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an “Eligible Inuit Employee” or as an “Eligible Inuit Trainee”, not both).

3. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:

- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). (<https://inuitfirm.tunnngavik.com/>) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

Return Reports to:

Contracting Authority Name: Ryan Taylor
Email: ryan.taylor@pc.gc.ca

TABLE 1 – Head Office

Provide Current Business address
Contractors must demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.

TABLE 2 – Achievement of Inuit Training

Name & Position Title (Provide name(s) where possible)	Type of Training	Inuit Training Hours
Bidders MUST include type of training and hours of training.		

Solicitation No.:
5P420-23-0016/B

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.02.15.2023

Client Reference No.:
n/a

Title:
Air Charter Services in Nunavut - Parks Canada

TABLE 3 – Achievement of onsite Inuit Labour Content

Total No. Of onsite Inuit Person Hours for This Contract = _____ %
Total No. Of Employee Hour for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Inuit Employee Hours	Non – Inuit Employee Hours
Contractor must include the # of hours worked		

TABLE 4 – Achievement of Inuit Content for Sub-Contracting/Suppliers Content:

Total Cost For Supplies/Materials, Equip and Services Procured From Inuit Companies for This Contract
Final Contract Value = _____ %

Company Name	Inuit Company	Non-Inuit Company
Contractor must include the value of Sub-Contracted work		

CONTRACTOR CERTIFICATION

INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.

Solicitation No.:
5P420-23-0016/B

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.02.15.2023

Client Reference No.:
n/a

Title:
Air Charter Services in Nunavut - Parks Canada

ANNEX E

TASK AUTHORIZATION FORM

Hyperlink: [Task Authorization Form](http://publiservice-app.pwgsc.gc.ca/forms/pdf/572.pdf)
(<http://publiservice-app.pwgsc.gc.ca/forms/pdf/572.pdf>)

ANNEX F TO PART 4 OF THE BID SOLICITATION

TECHNICAL EVALUATION

1. Technical Bid Format

The technical bid must 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 strongly 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.

The Bidder is advised to pay careful attention to the wording used throughout this Request for Proposal (RFP). Failure to satisfy a term or condition of this RFP may result a bid being deemed non-responsive.

All information required for evaluation purposes must be included directly in the Bidder's technical bid. The evaluation team cannot consider information not provided directly in the technical bid (e.g. links to additional website content, references checks, etc.).

2. Mandatory Technical Criteria

Technical bids will be evaluated against the mandatory technical criteria below.

For a bid to be declared responsive to the solicitation requirements it must demonstrate and meet all of the mandatory technical criteria. Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation.

Item No.	Evaluation Criteria	Met / Not Met		Remarks / Notes
		Remarks/Notes	Remarks / Notes	
		To Be Completed by Evaluation Team		
2.1	<p>The Bidder must provide detailed information on both Aircraft one (1) and Aircraft two (2) which will be available for charter services.</p> <p>a) Aircraft one (1) must accommodate up to twelve (12) passengers (excluding pilot)</p> <p>b) Aircraft two (2) must accommodate up to eight (8) passengers (excluding pilot)</p> <p>Both Aircraft must have wheeled landing gear capable of landing on gravel runways</p> <p>Aircraft must have cargo capacity minimum of 800kg (for a) and 500kg (for b) respectively.</p>	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	

2.2	<p>The Bidder must provide valid proof their proposed pilot(s) meet minimum requirements:</p> <ul style="list-style-type: none">a) The minimum required hours of flying experience as detailed in SACC Manual clause B4030C (2006-06-16) Aircrew Requirements, 500hour PIC time - Fixed Wing Aircraft.b) Holds the appropriate license and endorsements for the aircraft type that the Contractor will provide to meet the requirements of the Contract (including but not limited to a valid Transport Canada Air Operator Certificate (AOC) and valid Canadian Transportation Agency Air Operator Domestic License).	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	
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Bids that do not demonstrate and meet all of the mandatory technical criteria will be given no further evaluation.

ANNEX G TO PART 4 OF THE BID SOLICITATION

INUIT BENEFITS PLAN

PART A - INUIT BENEFITS PLAN (IBP)

Evaluation and Assessment of IBP Guarantee

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, **THE BIDDER MUST PROVIDE PROOF WITH THEIR BID** to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the IBP submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation.

BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.

Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the IBP guarantee and that unverifiable statements may result in the tender being declared non-responsive.

INUIT BENEFIT PLAN CRITERIA

Canada requests that Bidders maximize the participation of Inuit people and businesses, as well as businesses located in the Nunavut Settlement Area (NSA), in the performance of this procurement. The Bidder's Inuit Benefits Plan (IBP) will be the document containing the Bidders' commitments related to these objectives. In its IBP, the Bidder should detail and support the achievability of its commitments related to Nunavut Benefits and Inuit Benefits, for each of the IBP criteria, as described in ANNEX G TO PART 4 OF THE BID SOLICITATION – INUIT BENEFITS PLAN EVALUATION.

The Bidder acknowledges that the IBP evaluation criteria represents Canada's solemn efforts to uphold Canada's constitutional obligations to the Inuit of Nunavut, and that the true value of IBP commitments may not be entirely pecuniary and, as such, cannot be fully represented by a dollar value alone.

The Bidder also acknowledges that, if selected to be the Contractor, the commitments in its IBP will become contractual obligations, and that in future solicitations processes, Canada will retain per the Standard Instructions the right to review past performances and records of delivering IBP obligations to determine a Bidder's ability to do so in future projects.

For follow-up purposes, the leaders of the modern treaty rights holders impacted by this procurement may receive copies of the Contractor's IBP, IBP Progress Reports and periodically receive performance monitoring results.

The requirements of the Agreement Between the Inuit of the Nunavut Settlement Area and His Majesty the King in Right of Canada apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.

Criteria No.	Point Rated Criteria	Point Ratings	Points
Inuit Benefits Criteria (IBC)			
INUIT EMPLOYMENT:			
IB1	<p>Bidders are requested to demonstrate their commitment to use on-site Inuit from the Nunavut Settlement Area, in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or subcontractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Inuit. On-site Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable.</p> <p>An individual who is performing services related to the project for a contractor, sub-contractor, or supplier who has work related to the project; and an individual registered on the Nunavut Inuit Enrolment list</p> <p>NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p> <p>*This criterion is worth 10% of the bid evaluation points available.</p> <p>*** Holdback Conditions will apply to this criterion.</p>	<p>Points will be assigned based on a percentage % of the total points available: $\frac{\text{Labour Commitment}}{\text{Total Points Available}} \times \text{total points Available}$</p> <p>Example: <i>Bidder commitments 25% of labour hours will be Inuit</i> <i>25% of total points (10) 25 % x 10 = 2.5 points</i></p>	/10

INUIT TRAINING AND SKILLS DEVELOPMENT			
IB2	<p>Bidders are requested to demonstrate their commitment to support Inuit training and skills development in the carrying out of the required statement of work.</p> <p>This should include descriptions of how the development will build job specific skills. Bidders should describe strategies for recruitment of Inuit as well as strategies for retention of Inuit for long-term, multi-year projects.</p> <p>*This criterion is worth 5% of the bid evaluation points available.</p> <p>*** Holdback Conditions will apply to this criterion</p>	<p>0-100% of total training and skills development hours = 0 - 10points.</p> <p>Points will be assigned based on a percentage % of the total points available: ___% (Training & Skills Development Commitment) x total points available</p> <p>Example: <i>Bidder commitments 25% of training and skills development hours will be allocated to Inuit = 25% of total points (5) 25 % x 5 = 1.25 points</i></p>	/5
INUIT OWNERSHIP (OF PRIME AND SUB-CONTRACTORS):			
IB3	<p>Bidders are requested to demonstrate the use of IFR contractor/sub-contractors / suppliers in carrying out the contract.</p> <p>Bidders will be evaluated on their firm commitment to use IFR sub- contractors for services or the procurement of supplies and equipment from IFR businesses.</p> <p>An IFR contractor/sub-contractors / suppliers must meet the following criteria:</p> <p>An IFR Firm shall be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement area and His Majesty the King in Right of Canada.</p> <p>*This criterion is worth 15% of the bid evaluation points available.</p> <p>*** Holdback Conditions will apply to this criterion.</p>	<p>Commitment to 0-3 IFR registered companies = 0 - 15 points.</p> <p>1 Company Registered with IFR = 8 points</p> <p>2 Companies Registered with IFR = 12 points</p> <p>3 Companies Registered with IFR = 15 points</p>	/15
	<p>Verification of Inuit businesses will be made through: The Inuit Firm Registry Database http://inuitfirm.tunnngavik.com/</p>		

Nunavut Benefits Criteria (NBC)			
NBC1	LOCATION OF BUSINESS IN THE NSA		
	<p>Bidders are requested to demonstrate the existence of the vendor or sub-contractors performing work under the government contract have new or existing head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.</p> <p>*This criterion is worth 10% of the bid evaluation points available.</p> <p>Holdback Conditions will apply to this criterion.</p>	<p>Contractor and/or Sub-Contractor:</p> <p>Head Office = 5 points Staffed Administrative Office = 3 points Other Staffed Facility = 2 points</p> <p><i>Points are awarded for any combination of contractor or sub-contractor offices located in NSA to a maximum of 10 points</i></p>	/10
	<p>Verification of Inuit businesses will be made through: The Inuit Firm Registry Database http://inuitfirm.tunngavik.com/</p>		

IBP SCORE SUMMARY

Criteria	Total Points Available	IBP Score	Weight of Total Score
Inuit employment:	10	/10	10%
Inuit training and skills development	5	/5	5%
Inuit ownership / Sub-contractors / suppliers:	15	/15	15%
Location in the NSA	10	/10	10%
Grand Total		/40	40%

QUALIFICATIONS - TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Inuit Benefits Plan rating	0 - 40	40	0 – 40
Price Rating	0 - 60	60	0 – 60
Total Score		100	0 - 100

PART B - BIDDER GUARANTEE AND CERTIFICATION

1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.

TABLE 1 – LOCATION OF BUSINESS IN THE NSA

Provide Current Business address		
Bidders MUST demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.		
Provide Current Business Address		
Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA 1. Head Office 2. Staffed Administrative Office 3. Other Staffed Facility

TABLE 2 – INUIT EMPLOYMENT

Total No. Of Inuit Employee Hours for This Contract = _____ %
Total Employee Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Inuit Employee Hours	Non – Inuit Employee Hours
Bidders to include the # of hours to be worked.		

TABLE 3 – INUIT TRAINING AND SKILLS DEVELOPMENT

Total No. Of Inuit Employee Training/Development Hours for This Contract = _____ %
Total Employee Training/Development Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Type of Training	Inuit Training Hours
Bidders MUST include type of training and hours of training.		

TABLE 4 – INUIT OWNERSHIP (OF PRIME AND SUB-CONTRACTORS):

Total Est. Cost For Supplies/Materials, Equip and Services Procured From Inuit Companies for this Contract Total Bid Price = _____ %

Company Name	Inuit Company	Non – Inuit Company
Bidder to include the value of work to be Sub-Contracted. NOTE: only subcontractors and suppliers that can be confirmed as Inuit businesses will be included in the calculations.		

Bidder Certification

The Bidder must submit the following certification if an IBP guarantee is being provided, either at time of bid submission, or prior to contract award.

INUIT BENEFITS PLAN CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

The bidder certifies it's IBP guarantee for contracting submitted with its bid is accurate and complete.

Solicitation No.:
5P420-23-0016/B

Amendment No.:
00

Contracting Authority:
Ryan Taylor

Ver.02.15.2023

Client Reference No.:
n/a

Title:
Air Charter Services in Nunavut - Parks Canada

Declaration

I, _____, **(name)**
_____, **(position)** of

_____, **(supplier's name)** declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature: _____

Date: _____

ANNEX I TO PART 5 OF THE BID SOLICITATION

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 (<input type="checkbox"/>) No (<input type="checkbox"/>)

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the

published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) 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.