



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.

Title: Helicopter Charter Services, Visitor S	Safety
Solicitation No.: 5P420-24-0048/A	Date: July 19, 2024
Client Reference No.: N/A	
GETS Reference No.: N/A	
Solicitation Closes:	Time Zone:

MDT

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:

Issuing Office:

Parks Canada Agency National Contracting Services Calgary. Alberta

F.O.B.: Plant: □	Destination: ⊠	Other: □	
Address I Terry Imm	Enquiries to:		
Telephon 250-837-1		Fax No.: 1-866.246-6893	
Email Add	dress: @pc.gc.ca		
Destination See Herei	•	vices, and Construction:	

TO BE COMPLETED BY THE BIDDER

At: 1400 Hours

On: July 29, 2024

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



5P420-24-0048/A

Terry Imm

Client Reference No.:

Title:

N/A Helicopter Charter Services, Visitor safety

IMPORTANT NOTICE TO BIDDERS

BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

BIDS RECEIVED IN-PERSON OR BY COURIER WILL NOT BE ACCEPTED.

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

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

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.

Security Requirements

There are security requirements associated with this requirement. For further instructions consult Part 1 – General Information and Part 6 – Resulting Contract Clauses.

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

Client Reference No.: N/A Title: Helicopter Charter Services, Visitor safety

TABLE OF CONTENTS

PART 1	- INFORMATION AND INSTRUCTIONS	5
1.1. 1.2. 1.3.	SECURITY REQUIREMENTSSTATEMENT OF WORKDEBRIEFINGS	5
PART 2	- BIDDER INSTRUCTIONS	6
2.1. 2.2. 2.3. 2.4. 2.5.	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF BIDS ENQUIRIES – BID SOLICITATION APPLICABLE LAWS BID CHALLENGE AND RECOURSE MECHANISMS	6 7 7
PART 3	- BID PREPARATION INSTRUCTIONS	8
3.1.	BID PREPARATION INSTRUCTIONS	8
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1.	EVALUATION PROCEDURES	ç
PART 5	- CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1. 5.2.	CERTIFICATIONS REQUIRED WITH THE BIDCERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
PART 6	- RESULTING CONTRACT CLAUSES	13
6.1. 6.2. 6.3. 6.4. 6.5. 6.6. 6.7. 6.8. 6.9. 6.10. 6.11. 6.12. 6.13.	SECURITY REQUIREMENTS STATEMENT OF WORK STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT AUTHORITIES PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS. PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS PRIORITY OF DOCUMENTS SACC MANUAL CLAUSES INSURANCE REQUIREMENTS INSPECTION AND ACCEPTANCE	13 14 15 16 17 18 18 18
ANNEX	A	20
STATE	EMENT OF WORK	20
ANNEX	В	21
BASIS	OF PAYMENT	21
	C	
	RANCE REQUIREMENTS	
	D STATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)	
ANNEX	E TASK AUTHORIZATION FORM	

Amendment No.: 00 Contracting Authority: Terry Imm Solicitation No.: 5P420-24-0048/A Ver.06.24.2024

Client Reference No.: N/A

Title: Helicopter Charter Services, Visitor safety

ANNEX F TO PART 4 OF THE BID SOLICITATION	32
TECHNICAL EVALUATION	32
ANNEX G TO PART 5 OF THE BID SOLICITATION	45
LIST OF NAMES FOR INTEGRITY VERIFICATION FORM	45
ANNEX H TO PART 5 OF THE BID SOLICITATION	46
FORMER PUBLIC SERVANT	46

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

PART 1 – INFORMATION AND INSTRUCTIONS

1.1. Security Requirements

New personnel security clearance requests require the fingerprinting of individuals to conduct a criminal record check. The validity of an existing personnel security clearance issued by the Government of Canada is not affected by this requirement of the criminal record check process. Contractors who require personnel security clearances to perform a contract for the Government of Canada are responsible for all costs associated with obtaining the security clearances.

- **1.1.1.** Before award of a contract, the following conditions must be met:
 - (a) The Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
- **1.1.2.** Before access to sensitive information is provided to the Bidder, the following conditions must be met:
 - (a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 – Resulting Contract Clauses;
 - (b) the Bidder's security capabilities must be met as indicated in Part 6 Resulting Contract Clauses

1.2. Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses

1.3. Debriefings

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

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title

N/A Helicopter Charter Services, Visitor safety

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://canadabuys.canada.ca/en/how-procurement-works/policies-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.

Section 1. entitled Integrity provisions – bid of the Standard Instructions incorporated by reference above is deleted in its entirety.

The <u>Ineligibility and Suspension Policy Clauses</u> (https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/ineligibility-suspension-clauses/procurement-contracts.html) are incorporated by reference into and form part of the bid solicitation.

All reference to offers shall be deleted and replaced with bids. All reference to Offeror shall be deleted and replaced with Bidder.

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.

2.1.1. SACC Manual Clauses

SACC Manual clause B3000T (2006-06-16), Equivalent Products

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

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5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

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.

2.3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 3 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 British Columbia.

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 BuyandSell.gc.ca 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.

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

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: Financial Bid Section III: Certifications

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with 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.

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1.2. Point Rated Technical Criteria

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

4.1.2. Financial Evaluation

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

4.1.3. Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)

- **4.1.3.1.** To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified in the Point Rated Technical Criteria.
- **4.1.3.2.** Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- **4.1.3.3.** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- **4.1.3.4.** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: the sum of each total number of points obtained / maximum number of points available multiplied by the ratio for each section of the technical criteria. With the sum of items a. and b. according to the following:
 - a. Safety rating = score / maximum available x 20%
 - b. Pilot rating = score / maximum available x 40%
- **4.1.3.5.** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

4.1.3.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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

The table below illustrates an *example* where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 40 and the lowest evaluated price is \$145,000.

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall	Technical Score	85/100	65/100	70/100
Bid E	Evaluated Price	\$155,000.00	\$150,000.00	\$145,000.00
Calculations	Technical Merit Score	85/100 x 60 = 51	65/100 x 60 = 39	70/100 x 60 = 42
	Pricing Score	145/155 x 40 = 37.42	145/150 x 40 = 38.67	145/145 x 40 = 40
Con	nbined Rating	88.42	77.67	82
01	verall Rating	1st	3rd	2nd

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

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, <u>if applicable</u>, the declaration form available on the <u>Forms for supplier integrity compliance</u> website (https://www.canada.ca/en/public-services-procurement/services/standards-oversight/supplier-integrity-compliance/forms.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), 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 <u>Ineligibility and Suspension Policy</u>, must provide the information requested at **Annex G 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 H to Part 5 of the Bid Solicitation** prior to contract award.

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

5.2.3. Security Requirements – Required Documentation

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. Bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the bidder in connection with assessing the request for security clearance (i.e., information not required by the form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.4. 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.

5.2.5. Additional Certifications Precedent to Contract Award

5.2.5.1. Status and Availability of Resources

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

5.2.5.2. Education and Experience

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

Additional certifications required for evaluation of the technical bid (e.g. Helicopter License, professional certifications, CV's/résumés, etc.) are to be included in Section I: Technical Bid

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

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.** The following security requirements apply to and form part of the Contract.
- **6.1.1.1** The contractor/vendor's personnel as well as their subcontractors that require unescorted access to work site(s) as well as access to sensitive assets or information must EACH hold and maintain a valid **RELIABILITY STATUS**, granted or approved by Parks Canada Agency Security Directorate (PCASD).
 - *Sensitive assets may include: cash, artefacts, firearms, explosives, keys, vehicles, historic sites and bldgs., electronic equipment, IT networks, critical installations and systems, etc.
- **6.1.1.2** The contractor/vendor's personnel as well as their subcontractors MUST NOT remove any PCA information or assets from the identified work site(s) without consent from a PCA employee, and they must ensure that their personnel are made aware of and comply with this restriction.

6.2. Statement of Work

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

6.2.1. Task Authorization Process

6.2.1.1. 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.

6.2.1.2. Task Authorization Process:

- (a) The Project Authority will provide the Contractor with a description of the work using the "Task Authorization" form specified in **Annex "E"**.
- (b) 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.
- (c) The Contractor must provide the Project Authority, within seven (7) calendar days of its receipt, 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) 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.

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

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

6.2.2.1. 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:

2024: 4.0 hours per day for 34 days for a total of 136 hours for the 2024 operating season in accordance with the Basis of Payment in **Annex B**.

- Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 6.2.2.3. 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.
- 6.2.2.3. 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.
- **6.2.2.4.** Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://canadabuys.canada.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1. 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.

6.3.2. Supplemental General Conditions

6.3.2.1. 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.

Solicitation No.: Contracting Authority: Ver.06.24.2024

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title

N/A Helicopter Charter Services, Visitor safety

6.4. Term of Contract

6.4.1. Period of the Contract

The period of the Contract is from August 1, 2024 to September 30, 2024 inclusive.

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Terry Imm Contracting Officer Parks Canada Agency National Contracting Services Chief Financial Officer Directorate Suite #720, 220 – 4th Avenue S.E. Calgary, Alberta T2G 4X3

Telephone: 250-837-1659

E-mail address: Terry.lmm@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.

6.5.2. 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.

Ver.06.24.2024 Solicitation No.: Amendment No.: **Contracting Authority:**

5P420-24-0048/A

Terry Imm

Client Reference No.:

N/A

Helicopter Charter Services, Visitor safety

6.5.3. Contractor's Representative

The Contractor's Representative for the Contract is: ** to be completed by the Bidder **

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 Goods and Services Tax (GST) I			

6.6. **Proactive Disclosure of Contracts with Former Public Servants**

*** SACC Manual clause A3025C to be inserted at contract award, if applicable ***

6.7. **Payment**

6.7.1. 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 (insert as applicable: "limitation of expenditure" or "ceiling price") 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.

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

6.7.2. Limitation of Expenditure – Cumulative Total of all Task Authorizations

- 6.7.2.1. 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.
- 6.7.2.2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- **6.7.2.3.** 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.

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

6.7.4. Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- 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 performed has been accepted by Canada

6.7.5 SACC Manual Clauses

C0711C (2008-05-12) Time Verification

6.8. Invoicing Instructions

6.8.1. 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 release document and any other documents as specified in the Contract; and
- 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.
- **6.8.2.** Invoices must be distributed as follows:

Solicitation No.: Contracting Authority: Ver.06.24.2024

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

a. Invoices must be forwarded electronically to the Project Authority for certification and payment.

6.9. Certifications and Additional Information

6.9.1. Compliance

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

6.10. 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 ***.

6.11. Priority of Documents

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

- (a) The Articles of Agreement;
- (b) The general conditions **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, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) Annex E, Task Authorization Form; and
- (h) The Contractor's bid dated *** to be inserted at contract award ***.

6.12. 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

B4031C (2006-06-16), Aircrew Requirements – Rotary Wing Aircraft

B4032C (2006-06-16), Safety Briefing

B6802C (2007-11-30), Government Property

B9028C (2007-05-25), Access to Facilities and Equipment

6.13. 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.

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

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.

6.14. 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.

Contracting Authority: Terry Imm Solicitation No.: 5P420-24-0048/A Amendment No.: 00 Ver.06.24.2024

Client Reference No.:

Title: Helicopter Charter Services, Visitor safety

ANNEX A

N/A

STATEMENT OF WORK

The Statement of Work is included under separate attachment (5P420-24-0048-SOW.pdf).

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

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) The Bidder must submit prices for all items listed in the Basis of Payment.
- (d) All prices are in Canadian dollars, FOB destination
- (e) Customs duties are included and Applicable Taxes are extra.
- (f) Total Evaluated Bid Price Calculation: For the purposes of evaluation, the evaluated bid price will be comprised of the **combined sums** of **Table 1 through Table 4** set out below

1. Firm Unit Price(s) - Contract Period: August 1, 2024 to September 30, 2024

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 <u>for all costs</u>, 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.

1.1 Estimated Flying Hours and Minimum Flying Hours

An estimated number of flying hours are included in each table below. The minimum work guarantee is 136 Flying Hours per helicopter (4.0 hours per day for 34 days exclusive use). In regards to flying hours, the Contractor will invoice for actual flying hours, on a monthly basis. If applicable, minimum flying hour shortfalls will be identified on the last monthly invoice.

1.1.1. Determination of Hourly Rate:

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

1.1.2. In Determining the Duration of a Flight:

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

1.1.3. Hourly Rate Exclusive Period vs. Extension:

- (a) The Contractor will be paid out for the rates as identified below at the rates listed per season:
 - i. All-inclusive hourly rate within 34-day exclusive use days (including early call-ups);
 - ii. All-inclusive hourly rate for extension periods beyond the 34-day exclusive use days.
- (b) The Contractor will be paid out minimum hourly obligations at the end of each operating season (to be included in the final invoice for that season).
- (c) Additional payment terms as identified under 3.3 of the Statement of Work are applicable.

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

1.1.4 Interagency Resource Sharing:

a. As per section 9. of Annex A – Statement of Work, at times the helicopter may need to be deployed in support of other fire management locations or agencies. Hourly rates as identified below will apply if and when this is required and will count towards the minimum hours as identified.

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 rates per flying hour specified in Annex B - Basis of Payment.

1.1.5. Oil/Lubricants/Fuel

The all inclusive firm rate per flying hour includes oil and lubricants but not fuel. PCA will provide fuel after arrival at PCA base but will not cover the ferry of helicopter to/ from Contractor's location to PCA base site. Fuel costs will be covered if the helicopter is to be deployed to a location away from the PCA base (see section 3. Deployment Expenses below).

1.2 Table 1: Minimum Required Exclusive Flight Time Contract Year: Summer 2024

Item No.	Description	Unit of Measuremen t	Estimate d Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.2.1	Proposed Helicopter: Required Hourly Flight Time Rate (4.0 hours per day for 34 days)	Hour	136.0	\$	\$
(A)	Minimum Required Exclusive Flight Time Contract Year: Summer 2024 Combined Estimated Total Firm Unit Price(s) (excluding applicable tax)			\$	

1.3 Table 2: Optional Extension Period Contract Year: Summer 2024

As per item 3.3 b. of Annex A – Statement of work, if required the annual 34-day minimum guarantee may be extended by increments of five (5) day periods with 4.0 hour daily minimums using the unit prices below:

Item No.	Description	Unit of Measuremen t	Estimate d Quantity (EQ)	Firm Unit Price(s) (PU)	Extended Total(s) (EQ x PU)
1.3.1	Proposed Helicopter : Extension Hourly Flight Time Rate (minimum 4.0 hours per day for 5 days)	Hour	120.0	\$	\$
(B)	Optional Extension Periods Contract Year: Summer 2024 Combined Estimated Total Firm Unit Price(s) (excluding applicable tax)			\$	

Ver.06.24.2024 Solicitation No.: Amendment No.: **Contracting Authority:**

5P420-24-0048/A

Terry Imm

Client Reference No.:

N/A

Helicopter Charter Services, Visitor safety

Table 3: Travel and Living Expenses – National Joint Council Travel Directive 2.

When the Contractor is stationed at a location outside the Parks Canada Agency principal base of operations, as per section 8. Accommodations, Meals, and Ground Transportation of Annex A -Statement of Work, and where Parks Canada is unable to provide these provisions, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

All payments are subject to government audit.

(C)	Limitation of Expenditure: Travel and Living Expenses (Excluding Applicable Tax)	\$ 8,500.00
-----	--	-------------

3. Table 4: Fuel Expenses - Ferrying

When the Contractor is stationed at a location outside the Parks Canada Agency principal base of operations, as per section 8, Accommodations, Meals, and Ground Transportation of Annex A -Statement of Work, and where Parks Canada is unable to provide these provisions, the Contractor will be reimbursed its authorized fuel expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead. All payments are subject to government audit.

(D)	LIMITATION OF EXPENDITURE: FUEL FOR DEPLOYMENTS ONLY (excluding applicable tax)	\$ 10,000.00
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Total Evaluated Bid Price

TOTAL EVALUATED DID DDIOF	
TOTAL EVALUATED BID PRICE (SUM OF ITEMS A THROUGH D) (excluding applicable tax)	\$

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

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

ANNEX C

INSURANCE REQUIREMENTS

AIRCRAFT CHARTER INSURANCE

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

- a. liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
- b. in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
 - i. \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
 - ii. \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
 - iii. \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
- 1.2 The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
- 1.3 The Contractor's insurance must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by 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,

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

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:

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

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

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

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

3. All Risk in Transit Insurance

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

4. All Risk Property Insurance

- 4.1 The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$15,000.00. The Government's Property must be insured on Agreed Value (appraisal) basis.
- 4.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 4.3 The All Risks Property insurance policy must include the following:

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

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.

Contracting Authority: Ver.06.24.2024 Solicitation No.: Amendment No.: 5P420-24-0048/A Terry Imm

Client Reference No.:

Helicopter Charter Services, Visitor safety

ANNEX D

N/A

ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

*** to be completed after contract award ***

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		
Location of Work		
General Description of Work to be Completed		

Contracting Authority: Terry Imm Solicitation No.: 5P420-24-0048/A Amendment No.: 00 Ver.06.24.2024

Client Reference No.:

Signature:

Date: _____

Title: Helicopter Charter Services, Visitor safety

Mark "Yes" where applicable.

A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.
(contractor), certify that I have read, understood and at my firm, employees and all sub-contractors will comply with the requirements set out in this and the terms and conditions of the contract.

Contracting Authority: Terry Imm Solicitation No.: 5P420-24-0048/A Amendment No.: 00 Ver.06.24.2024

N/A

Client Reference No.:

Title: Helicopter Charter Services, Visitor safety

ANNEX E TASK AUTHORIZATION FORM

	Parks	Clear D	ata - Effacer les don	nées	Instructions - Page 1	Annex	D
*	Canada	Canada			Instructions - Page 2	Annexe	
		ask Autho torisation			Contract Number - Nur	néro du cor	itrat
Contracto	r's Name and Address	s - Nom et l'adress	e de l'entrepreneur	Task Authorization (TA) No Nº de l'autorisa	ition de tâcl	he (AT)
				Title of the task, if a	pplicable - Titre de la tâc	he, s'il y a l	ieu
					of Task (GST/HST extra de la tâche (TPS/TVH en		
	lequirements: This ta			s relatives à la sécurit	á		\neg
l 📥	Non Yes - Ou	i If YES, refer to	the Security Require	ements Checklist (SCF	c RL) included in the Contra à la sécurité (LVERS) da		
,							
For Rev	rision only - Aux	x fins de révis	ion seulement				
	on Number, if applicat le révision de l'AT, s'il		Coût total estima	before the revision	Increase or Decrease ((as applicable Augmentation ou réduc sus), s'il y a lieu		· 1
			\$		\$		
until a T	the Work for a A has been authons of the contract	orized in accord		peuvent pas	vaux pour l'AT : L commencer avant ormément au contra	que l'AT	
	ired Work: - Tr						
A. Task De	escription of the Wor	k required - Desc	inpuon de tache de	s travaux requis	See Au	tached - Ci-jo	
B. Basis	of Payment - Base d	e paiement			See At	tached - Ci-jo	oint
C. Cost o	f Task - Coût de la t	tâche			See At	tached - Ci-jo	oint
D. Metho	d of Payment - Méth	node de paiement			See At	tached - Ci-jo	int

PC - TA (05/2012)

Contracting Authority: Terry Imm Solicitation No.: 5P420-24-0048/A Amendment No.: 00 Ver.06.24.2024

Client Reference No.: N/A

Title: Helicopter Charter Services, Visitor safety

Annex Annexe



Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)	
By signing this TA, the authorized client and (or) the PC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.	En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de PC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.
The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PC Contracting Authority for authorization.	La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de PC pour autorisation.
Name and title of authorized client - Nom	n et titre du client autorisé à signer
Signature	Date
PC Contracting Authority - Autorité	contractante de PC
Signature	Date
3. Contractor's Signature - Signature de l'entrepre	neur
Name and title of individual authoriz Nom et titre de la personne autorisée à	
Signature	Date

PC - TA (05/2012)

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

ANNEX F TO PART 4 OF THE BID SOLICITATION

TECHNICAL EVALUATION

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, <u>Canada strongly requests that bidders address and</u> present topics in the order of the evaluation criteria under the same headings.

It is highly recommended that the Bidder use the Technical Compliance Matrix at Appendix F.1 for responding to the Mandatory Technical Criteria.

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.).

Submission Requirements

The Bidder must submit one (1) electronic version of their technical bid. Adobe PDF format is the preferred format.

The Bidder is to submit a proposal that contains the following information:

- a) Pilot submission:
 - i. The Bidder must submit within their proposal package, the names and pilot information sheets of two (2) possible pilots for this contract, for verification of experience and competency.
 - ii. To be evaluated against mandatory technical criteria 1.1 and 1.2.
 - iii. To be further evaluation against point rated criteria B.
- b) Helicopter submission:
 - The Bidder must submit sufficient technical information and specifications required to evaluate the helicopter proposed for the duration of the contract including but not limited to:
 - 1. Make & Model of the proposed helicopter
 - 2. Registration Number
 - 3. Certifications and Documentation Attached
 - ii. Helicopter must meet the requirements as outlined in section 6. Aircraft Requirement of Annex A Statement of Work.
 - iii. To be evaluated against mandatory technical criterion 1.3.

Solicitation No.: Amendment No.: Contracting Authority: Ver.06.24.2024 5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title

N/A Helicopter Charter Services, Visitor safety

c) Pilot Rotation Schedule:

- i. The Bidder must submit a pilot rotation schedule based on the following requirements:
 - i. Applicable Canadian Aviation Regulations requirements;
 - ii. Air Operator Certificate Specification; and
 - iii. Insurance of pilot consistency using the same complement of pilots throughout each individual operational season.
- ii. To be evaluated against mandatory technical criterion 1.4.

d) Safety Record:

- i. In order to for Parks Canada to evaluate safety record of each bidder, the contract proposal package shall include the following information (Note: The Canadian Aviation Daily Occurrence Reporting System (CADORS) will be used to validate this information);
 - The Bidder is to provide a brief description of incidents, causes and contributing factors of any reportable incidents and accidents in the past five (5) years (July 1, 2019, to June 30, 2024);
 - ii. The Bidder is to provide details of valid corrective actions for any reportable incidents and accidents in the past five (5) years (July 1, 2019, to June 30, 2024).
- ii. To be evaluated against mandatory technical criterion 1.5 and further under Point Rated Technical Criteria A.

1. 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 <u>all</u> of the mandatory technical criteria. Bids declared non-responsive to the mandatory technical criteria will be given no further evaluation.

a) Pilot submission:							
Item No.	Evaluation Criteria						
1.1	Pilot Experience: The Bidder must submit two (2) primary/principal pilots who criteria outlined in 5.2(a) to 5.2(h) of the Statement of Wora. Appropriate license and endorsements for the protogonome. b. Minimum 2,500 hours as Pilot-in-Command (PIC). c. Minimum 200 hours (PIC) flight time on class; d. Minimum 50 hours (PIC) on type in the last twelve date at the base of operations; e. Minimum total of 150 hours (PIC) fire-fighting experts. Minimum of 500 hours (PIC) vertical reference opens. Minimum of 1,000 hours flight time in mountainous mountainous areas as per Transport Canada AIM. h. Has successfully completed the Parks Canada Reprocess.	k (listed below) will be provoced helicopter they are a rotary wing aircraft; (12) months prior to the receivence; erations (i.e. bucketing/long terrain i.e. within designal definition of mountainous	vided: assigned eporting glining); ted regions.				
Item No.	Evaluation Criteria	Met / Not Met	Remarks / Notes				

Solicitation No.: 5P420-24-0048/A Amendment No.: 00 Contracting Authority: Terry Imm Ver.06.24.2024

Client Reference No.: N/A **Title:** Helicopter Charter Services, Visitor safety

		To Be C	**To Be Completed by Evaluation Team		
1.1.1	Bidder has provided names and qualifications of two (2) primary/principal pilots which meet experience criteria (5.2 (a) through 5.2 (h) of Annex A – Statement of Work).	☐ Met	□ Not Met		

a) Pilot submission (cont.)						
Item No.	Evaluation (intoria					
Pilot Competence: The Bidder must submit two (2) primary/principal pilots which meet the mandatory experience criteria outlined in 5.3(a) to 5.3(i) of the Statement of Work (listed below) will be provided: All pilots assigned to this contract must meet the following competence criteria as described in the Helicopter Association of Canada, Pilot Competencies for Helicopter Wildfire Operations and additional mountain rescue competencies.: a. General Wildfire Operations Knowledge b. Mountain Flying c. External Load d. Aerial Ignition Device and Drip Torching e. Hover Exit f. Confined Area Operations g. Low Visibility Operations h. Class D Fixed Line i. Snow and Glacier Operations						
Item No.	Evaluation Criteria		Not Met	Remarks / Notes		
		ТОВЕС	Team**	valuation		
1.2.1	Bidder has provided names and qualifications of two (2) primary/principal pilots which meet competence criteria above (5.3 (a) through 5.3 (i) of Annex A – Statement of Work).	□ Met	□ Not Met			
	b) Helicopter submission:					
1.3 Proposed Helicopter: The Bidder must identify the proposed helicopter and clearly indicate they will meet the mandatory criteria listed in sections 6. Aircraft Requirement of the Statement of Work and as outlined below in Mandatory Criteria 1.3.1 through 1.3.5.						
Item No.	Evaluation Critoria					
1.3.1	Helicopter Identification:					

Solicitation No.: 5P420-24-0048/A Amendment No.: 00 Contracting Authority: Terry Imm Ver.06.24.2024

Client Reference No.: N/A **Title:** Helicopter Charter Services, Visitor safety

	a. Make & Model of the proposed helicopterb. Registration Numberc. Certifications and Documentation Attached				
Item	Evaluation Criteria		Met / Not Met Remarks / Notes		
No.	Evaluation Criteria	**To Be C	ompleted by E Team**	valuation	
1.3.1.1	Information provided shows all identifiers for the proposed helicopter as per item 1.3.1.	□ Met	□ Not Met		

	b) Helicopter submission (continued)						
Item No.	Evaluation Criteria						
1.3.2	General Helicopter Requirements: Bidder has listed how the proposed helicopter meets criteria from 6.1 (a) to 6.1 (g). a. Class: Intermediate b. Seating Capacity: 1 pilot + 5 passengers c. Closed Internal Storage Capacity 0.46 m³ (16ft³) or more d. Fuel Range: 515 km (320 miles) or more e. External Load (Cargo Hook Limit): 1,136 kg (2,500 lbs) or more f. Internal Useful Load 8,60 kg (1,896 lbs) or more g. Service Ceiling 4267 m (14,000 ft) or more						
Item	Evaluation Criteria	Met /	Met / Not Met Rema				
No.	Evaluation Griteria	**To Be C	**To Be Completed by Evaluation Team**				
1.3.2.1	Helicopter submitted meets or exceeds Criteria 6.1 (a) through 6.1 (g) of Annex A – Statement of Work.	□ Met	□ Not Met				
Item No.	Evaluation Criteria	1					
1.3.3	Aircraft Supplemental Equipment: Bidder has confirmed how the proposed helicopter meets, or will meet, criteria 6.2 (a) to 6.2 (o): a. Seating for 5 or more passengers. All seats to have high back support capability with shoulder restraint harnesses; b. Two (2) fire-bombing buckets (908 L/240 US gal. minimum); i.e.Bambi collapsible type, with instant deployment; i. 1 bucket size (180USG / 680I) ii. 1 bucket size (240 USG / 910I) c. An hour meter activated by the collective; d. Equipped for pilot to conduct vertical reference work;						

Solicitation No.: Amendment No.: Contracting Authority: Ver.06.24.2024 5P420-24-0048/A 00 Terry Imm

Client Reference No.: Tit

N/A Helicopter Charter Services, Visitor safety

- e. One (1) 15 meter longline and one with remote release load hook;
- f. One (1) 30 meter longline with remote release load hook;
- g. Two (2) cargo nets with lanyards and swivels;
- h. One (1) pilot removable, cargo basket for external transport of hazardous good such as fuels, chainsaws, bear sprays etc;
- Dart extended high (or equivalent for machine) skid gear with bear paws and passenger steps on both left and right side of the aircraft;
- j. One (1) operational, 24-volt heli-torch capable of using AVGAS, Jet A and/or B fuel mixed with a gelling agent:
- k. 24-volt DC internal electrical system suitable for *Red Dragon* and *Primo* Plastic aerial ignition devices;
- I. Highly visible marking scheme on the main rotor and on the tail rotor;
- m. Medivac stretcher kit;
- n. Portable refueling pump which operates from aircraft electrical system and spill response kit appropriate for the helicopter.
- Boost HEC Fixed Parts Kit installed on the aircraft in accordance with the supplemental instructions for continued airworthiness to facilitate Class D fixed line rescues.

	b) Helicopter submission (continued)							
Item	Evalua	ition Criteria	Met / Not Met		Rema rks / Notes			
NO.			**To Be Co	ompleted by Ev	aluation			
1.3.3.1	exceed	oter Supplemental Equipment submitted meets or ls criteria 6.2 (a) through 6.2 (o) of Annex A – ent of Work.	□ Met □ Not Met					
Item No.		Evaluation Criteria						
		Communication Equipment: Bidder has confirmed how the proposed helicopter meets, or will meet, criteria 6.3 (a) to 6.3 (g)						
1.3.4	 a. Two (2) VHF/AM radio transmitter-receivers with frequencies of 118 MHz to 135.97 inclusive with 50 KHz spacing with guard feature. This will provide independent recand transmit capability for the pilot and co-pilot position on any of the radio syst. The control arrangement will have dual switches, which can be operated independ in both the pilot and co-pilot positions. The co-pilot shall have an operational foot so for radio transmission or a dash or panel mount ICS/TSX transmit switch; 							
	b. Two (2) FM transceiver with a frequency range of 150 to 174 MHz capable of generating CTCSS tones of 103.5HZ,114.8HZ, 127.3HZ and 141.3HZ with control head provision for 30 pilot-programmable, pre-set simplex and semi-duplex channels hosting a main and guard feature. Also must be capable of both wideband (25kHz) and narrowband (12.5 kHz) operations as required;							

Amendment No.: 00 Contracting Authority: Terry Imm Solicitation No.: 5P420-24-0048/A Ver.06.24.2024

Client Reference No.: N/A **Title:** Helicopter Charter Services, Visitor safety

		Provision for operational capabilities of both radio and hot-mic intercom, through headset/boom microphones, by both pilot, copilot/front seat passenger; One (1) intercom, for all front and rear seats, with headsets and boom microphones,				
	u.	Davis Clark, Bose or equivalent;				
	e.	 e. One (1) Transport Canada approved power supply for cockpit electronics accessible to copilot/front seat; 				
	f.	f. Minimum one (1) programmable portable FM transceiver radio with capability of frequency range and CTCSS tones (as noted above);				
	g.	All aircrew, including engineers, to be equipped with smartphone;				
	9.	7 ill all crow, illorating origination, to be equipped with	omanpriono	,		
	9.	7 in all of our morading origin core, to be equipped with	I	,		
Item No		tion Criteria	·	Not Met	Rema rks / Notes	
Item No.			Met /		rks / Notes	

b) Helicopter submission (continued)						
Item No.	Evaluation Criteria					
1.3.5	Directional, Safety and Emergency Equipment Bidder has confirmed how the proposed helicopter meets, or will meet, criteria 6.4 (a) to 6.4 (f) a. One (1) Emergency Locator Transmitter (ELT); b. One (1) Global Positioning System (GPS); c. One tablet equipped with the Avenza maps application and a QR code reader application, mounted in the cockpit, within reach of the pilot, and able to be charged in					
Item No.	Evaluation Criteria		Not Met	Remarks / Notes valuation		
1.3.5.1	Helicopter submitted meets Criteria 6.4 (a) through 6.4 (e) of Annex A – Statement of Work.	□ Met	Team** ☐ Not Met			

Solicitation No.: Amendment No.: Contracting Authority: Ver.06.24.2024 5P420-24-0048/A 00 Terry Imm

5P420-24-0048/A
Client Reference No.:

N/A

Title:

Helicopter Charter Services, Visitor safety

c) Pilot Rotation Schedule:					
Item No.	Evaluation Criteria				
1.4	Pilot Rotation Schedule The Bidder must submit a pilot rotation schedule that conforms to the following requirements: a. Applicable Canadian Aviation Regulations requirements; b. Air Operator Certificate Specification; c. Insurance of pilot consistency so as to provide the same complement of pilots throughout each individual operational season. d. Principal pilots identified in the bid package must fly a minimum of 75% of contracted time during the first contract year. e. Principal pilots identified in subsequent contract years (if different than those identified in the bid package) must fly a minimum of 75% of contract time during subsequent contract years and must possess comparable experience and competencies as those identified in the original bid package.				
Item No.	Evaluation Criteria		Met / Not Met		
		To Be Completed by Evaluation Team		raidation	
1.4.1	The Bidder has submitted a pilot rotation schedule as outlined above.	□ Met	□ Not Met		

d) Safety Record:

1.5 Safety Record

The Bidder must submit a record including reportable incidents and accidents defined by the Canadian Aviation Daily Occurrence Reporting System (CADORS) requirement encompassing the past five (5) years (July 1, 2019, to June 30, 2024) as per criteria 4.0.

To be evaluated further under Point Rated Technical Criteria A.

Note: Where a bidder is submitting as a joint venture, the safety record is to list the incidents of the main flight operator.

Item No.	Evaluation Criteria	Met /	Not Met	Remarks / Notes
	Evaluation official	**To Be Completed by Evaluation Team**		
1.5.1	The Bidder submitted a safety record with CADORS information.	□ Met	□ Not Met	

Bids that do not demonstrate and meet all of the mandatory technical criteria will be given no further evaluation.

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

2. Point Rated Technical Criteria

Technical bids will be evaluated against the point rated technical criteria below.

For a bid to be declared responsive to the solicitation requirements Bidders must provide the information listed in section 4 of the Statement of Work and as identified in the criteria below. Bids that do not provide this information will be given no further evaluation.

Each section below will form part of the Bidder's overall technical score for a total of 60% of their evaluated package:

2.1 Company Safety Record 20%2.2 Pilot Package 40%

2.1 Company Safety Record

The Bidder's score from this section will form 20% of their overall evaluation package score and the point score awarded will be their percentage earned (e.g. if a Bidder scores 15 points in this section they will earn 15% of the available 20%).

The Canadian Aviation Daily Occurrence Reporting System (CADORS) is used to assess this part of the contract bid package. CADORS is a mandatory incident / accident reporting system which includes all operators, Transport Canada, NAV Canada and the public. An un-biased helicopter safety consultant is tasked with evaluating operator RFP submissions and operator reports within CADORS over the past five (5) years (July 1, 2019, to June 30, 2024).

- 1.1 Safety Record Point Rating Process:
 - a. Bidders are requested to submit a list of reportable safety occurrences and corrective actions, which apply to PCA fire management type operations, during the past 5 years.
 - b. Safety consultant reviews operator reports to:
 - Determine if reported occurrences are relevant to the type of flight operations as per the statement of work. These include:
 - · Mechanical failure
 - · Loss of power
 - · Rotor blade strikes
 - Settling with Power
 - Hard landings
 - · Loss of tail rotor effectiveness
 - Flight into terrain
 - Dynamic roll-over
 - Dropped loads
 - Pilot error
 - · Other incidents not listed may be included if determined relevant

Occurrences during flight profiles not similar to Parks Canada operations will not be considered. These may Include:

- Pilot training
- Off shore operations
- Skiing incidents directly attributed to skiing operations
- Acts of God (lightning, bird strikes, etc)
- Miscellaneous occurrences such as flight plans, inadvertent, ELT activations, airspace issues
- ii. Determine if operator has sufficiently implemented corrective actions;
- iii. Determine if there are unreported incidents in the RFP, yet, reported within CADORS or elsewhere.

Contracting Authority: Ver.06.24.2024 Solicitation No.: Amendment No.: Terry Imm

5P420-24-0048/A

Client Reference No.: Title:

Helicopter Charter Services, Visitor safety N/A

Item No.	Evaluation Criteria		Maximum Weighted Points
A.	Carrier Safety Record		20
Item No.	Evaluation Criteria	Weight	Points Awarded **To Be Completed by Evaluation Team**
A.1.	The Bidder is to list <u>all</u> reportable incidents and accidents defined by the CADORS requirement (to be cross checked against CADORS) in the past five (5) years (July 1, 2019, to June 30, 2024) Each operator begins with 20 points: i. 2 points removed for each relevant incident / accident; ii. 1 point credited for each appropriate corrective action; iii. 2 points removed for each relevant unreported incident or accident; iv. For dropped loads, 0.5 points are simply removed. No points are reinstated. These are considered less severe incidents than major incidents such as dynamic rollover.	1.0	/20
A.1. **To Be	Reference(s):		
Completed by Evaluation	Strengths:		
Team**	Weaknesses:		
Total Points Score Criteria A **To Be Completed by Evaluation Team**			/20

2.2 **Pilot Package**

The Pilot Package will be evaluated against the point rated criteria below and will form 40% of the bidder's overall package score. The overall point score below from items B.1 and B.2 will be multiplied by the 40% available to give the Bidder's final score for the Pilot Package (rounded to the nearest 2 decimal places).

For example:

Overall Pilot Package Score	68/80 = 0.85
Overall amount of percentage received	$0.85 \times 40 = 34$

The Bidder is to submit a minimum of two (2) pilots who will be the principal pilots for this contract. The two (2) principal pilots will be clearly identified in the bid package if more than two (2) pilots are submitted.

Principal pilots identified in the bid package must fly a minimum of 75% of contracted time. The Bidder may submit up to two (2) supplementary pilots meeting minimum experience and qualifications to be evaluated against point rated criteria B.2 for additional points.

Contracting Authority: Terry Imm Solicitation No.: 5P420-24-0048/A Amendment No.: 00 Ver.06.24.2024

Client Reference No.:

Title: Helicopter Charter Services, Visitor safety N/A

All pilot experience listed in the bid package must be clearly reported on Webair, pilot resumes and pilot information sheets so that it may be confirmed by the evaluation committee.

Item No.	Evaluation Criteria		Maximum Weighted Points
B.	Pilot Package		80
Item No.	Evaluation Criteria		
B.1	Principal Pilot Supplementary Experience (75 points ma	x total):	
B.1.1	Pilot-in-Command (PIC) rotary wing aircraft (21 points multiple to 10.5 points awarded for each principal pilot which exceexperience, in increments of 50 hours. 1. 2500.1 - 2550.0 hours = 0.5 point 11. 2550.1 - 2600.0 hours = 1.0 point 12. 2600.1 - 2650.0 hours = 1.5 points 13. 2650.1 - 2700.0 hours = 2.0 points 14. 2650.1 - 2700.0 hours = 2.5 points 15. 2700.1 - 2750.0 hours = 2.5 points 16. 2750.1 - 2800.0 hours = 3.0 points 17. 2800.1 - 2850.0 hours = 3.5 points 18. 2900.1 - 2950.0 hours = 4.0 points 19. 2950.1 - 3000.0 hours = 4.5 points 19. 2950.1 - 3000.0 hours = 5.5 points 10. 3050.1 - 3100.0 hours = 5.5 points 10. 3050.1 - 3100.0 hours = 6.0 points 10. 3150.1 - 3200.0 hours = 7.0 points 10. 3250.1 - 3250.0 hours = 7.5 points 10. 3250.1 - 3300.0 hours = 8.0 points 10. 3250.1 - 3350.0 hours = 8.5 points 10. 3350.1 - 3400.0 hours = 9.0 points 10. 3450.1 - 3450.0 hours = 9.5 points 10. 3450.1 - 3450.0 hours = 9.5 points 10. 3500.1 + hours = 10.5 points		-hour minimum
Item No.	Evaluation Criteria	Weight	Points Awarded **To Be Completed by Evaluation Team**
B.1.1	Total Pilot-in-Command (PIC) rotary wing aircraft score	1.0	/21
B.1.1	Reference(s):		
**To Be Completed	Strengths:		
by Evaluation Team**	Weaknesses:		

Amendment No.: 00 Contracting Authority: Terry Imm Solicitation No.: 5P420-24-0048/A Ver.06.24.2024

Client Reference No.: N/A **Title:** Helicopter Charter Services, Visitor safety

B.	Pilot Package (continued)		
Item No.	Evaluation Criteria		
B.1.2	Fire Seasons Experience (12 points max for 2 pilots): Additional point(s) to be awarded for each of the two (2) print minimum 300-hour minimum fire experience, in increments of following: I. 300.1 - 350.0 hours = 1 point II. 350.1 - 400.0 hours = 2 points III. 400.1 - 450.0 hours = 3 points IV. 450.1 - 500.0 hours = 4 points V. 500.1 - 550.0 hours = 5 points VI. 550.1 - 600.0 hours = 6 points VII. 600.1 + hours = 7 points		
Item No.	Evaluation Criteria	Weight	Points Awarded **To Be Completed by Evaluation Team**
B.1.2	Total Fire Seasons Experience score	1.0	/12
B.1.2	Reference(s):		
**To Be Completed	Strengths:		
by Evaluation Team**	Weaknesses:		
Item No.	Evaluation Criteria		
B.1.3	PIC vertical reference operations (i.e. bucketing/longlini pilots) Additional point(s) to be awarded for each of the two (2) print 500-hour minimum experience in increments of 50 hours: I. 500.1 - 550.0 hours = 1 point II. 550.1 - 600.0 hours = 2 points III. 600.1 - 650.0 hours = 3 points IV. 650.1 - 700.0 hours = 4 points V. 700.1 - 750.0 hours = 5 points VI. 750.1 - 800.0 hours = 6 points VII. 800.1 - 850.0 hours = 7 points VIII. 850.1 - 900.0 hours = 8 points IX. 900.1 - 950.0 hours = 9 points X. 950.1 + hours = 10 points		
Item No.	Evaluation Criteria	Weight	Points Awarded **To Be Completed by Evaluation Team**
B.1.3	PIC vertical reference operations (i.e. bucketing/longlining) score	1.0	/20

Amendment No.: 00 Contracting Authority: Terry Imm Solicitation No.: 5P420-24-0048/A Ver.06.24.2024

Client Reference No.: N/A

Title: Helicopter Charter Services, Visitor safety

B.1.3 **To Be Completed by Evaluation Team**	Reference(s):
	Strengths:
	Weaknesses:

B.	Pilot Package (continued)		
Item No.	Evaluation Criteria		
B.1.4	PIC flight time in Mountainous Terrain (22 points max for Up to 11 points will be awarded to each of the two (2) princing 1000 hours in designated mountainous area 1 as per Transponding production of the two (2) princing 1000 hours in designated mountainous area 1 as per Transponding products area 1 as per Transponding products. I. 1000.1 - 1100.0 hours = 1 points III. 1200.1 - 1300.0 hours = 3 points IV. 1300.1 - 1400.0 hours = 4 points V. 1400.1 - 1500.0 hours = 5 points VI. 1500.1 - 1600.0 hours = 6 points VII. 1600.1 - 1700.0 hours = 7 points VIII. 1700.1 - 1800.0 hours = 8 points IX. 1800.1 - 1900.0 hours = 9 points X. 1900.1 - 2000.0 hours = 10 points XI. 2000.1 + hours = 11 points	<i>pal</i> pilots abov	
Item No.	Evaluation Criteria	Weight	Points Awarded **To Be Completed by Evaluation Team**
B.1.4	PIC flight time in mountainous terrain score	1.0	/22
B.1.4 **To Be Completed by Evaluation Team**	Reference(s):		
	Strengths:		
	Weaknesses:		

Amendment No.: 00 Solicitation No.: 5P420-24-0048/A Contracting Authority: Terry Imm Ver.06.24.2024

Client Reference No.: N/A **Title:** Helicopter Charter Services, Visitor safety

B.	Pilot Package (continued)				
B.2	Supplemental Pilot(s) (5 points max total):				
Item No.	Evaluation Criteria				
B.2.1	Supplementary Pilots (5 points max for 2 pilots) Reminder: Supplementary pilots may only fly a maximum of 25% of contracted flight time. 2.5 points awarded each for a maximum of 2 supplementary pilots meeting minimum mandatory experience, see 1.1 and 1.2 of Mandatory Criteria, who may be approved for work on this contract. • Supplementary pilots are not evaluated against points under 2.1(a) Principal Pilot Supplementary Experience of the evaluation process. • Supplementary pilots may fly a combined maximum of 25% of contracted flight				
Item No.	m No. Evaluation Criteria Weight **To Be C by Eval Teal				
B.2.1	Supplementary Pilots score	1.0	/5		
B.2.1	Reference(s):				
**To Be Completed	Strengths:				
by Evaluation Team**	Weaknesses:				
Total Points Score Criteria B (B.1.1 + B.1.2 + B.1.3 + B.1.4 + B.2.1) **To Be Completed by Evaluation Team**			/80		
Overall portion of 40% received: (Overall Score) divided by (Total Points Available for B) x 40			/40		
Overall Technical Points Score Criteria A (Safety Record) + B (Pilot Score) **To Be Completed by Evaluation Team**			/60		

Solicitation No.: Amendment No.: **Contracting Authority:** Ver.06.24.2024 Terry Imm

5P420-24-0048/A 00

Client Reference No.:

N/A Helicopter Charter Services, Visitor safety

ANNEX G TO PART 5 OF THE BID SOLICITATION

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

The Bidder, regardless of their status under the *Ineligibility and Suspension Policy*, must provide the information requested on the List of Names for Integrity Verification Form included under separate attachment (Annex-G Integrity Verification Form.pdf) prior to contract award.

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

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

Former Public Servant in Receipt of a Pension

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

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

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

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

5P420-24-0048/A 00 Terry Imm

Client Reference No.: Title:

N/A Helicopter Charter Services, Visitor safety

published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-1</u> and the <u>Guidelines on the Proactive Disclosure of Contracts.</u>

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?

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.