



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</b></p> <p><b>Electronic Copy:</b> <a href="mailto:soumissionsbids@ec.gc.ca">soumissionsbids@ec.gc.ca</a></p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À:</b> <b>ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Aerial Services for Northern Ontario Bird Surveys</p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000078447</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2024-06-12</p>		
	<p><b>Bid Solicitation Closes (YYYY-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b> at – à 3:00 P.M. on – le 2024-07-12</p>	<p><b>Time Zone – Fuseau horaire</b> Eastern Daylight Time</p>	
	<p><b>F.O.B – F.A.B</b> See herein</p>		
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Heidi Noble <a href="mailto:heidi.noble@ec.gc.ca">heidi.noble@ec.gc.ca</a></p>		
	<p><b>Telephone No. – N° de téléphone</b></p>		<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YYYY-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2025-03-31</p>		
	<p><b>Destination of Services / Destination des services</b> Ontario</p>		
	<p><b>Security / Sécurité</b> There is no security requirement applicable to the requirement.</p>		
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>			
<p><b>Telephone No. – N° de téléphone</b></p>		<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>			
<p><b>Signature</b></p>		<p><b>Date</b></p>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Attachments include the Financial Bid Presentation Sheet, Mandatory and Rated Technical Criteria, Proposed Pilots-in-Command Table, Proposed Pilot-in-Command Experience Table – Hours, Bidder’s Experience Table – Remote Camps, Bidder’s Experience Table – Unprepared Sites, Bidder’s Experience Table – Wetland, Proposed Pilot-in-Command Experience Table – Operating from Remote Camp, Proposed Pilot-in-Command Experience Table – Slinging Operations

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements, and Task Authorization Form

### **1.2 Summary**

- 1.2.1 Environment and Climate Change Canada has a requirement for air charter services in northern Ontario as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award to March 31, 2025 with an option to extend the contract for a one-year period.
- 1.2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions [2003](#).
- 1.2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in Article 3 of Part 2 of the bid solicitation.
- 1.2.4 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### **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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



## PART 2 - BIDDER INSTRUCTIONS

### 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 PSPC/PWGSC [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions [2003](#) are modified as follows:

**Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

**At Section 05 Submission of Bids, Subsection 05 (2d):**

**Delete:** In its entirety

**Insert:** “send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

**At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment and Climate Change Canada”

**At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment and Climate Change Canada”

**At Section 08 Transmission by Facsimile, Subsection 08 (1):**

**Delete:** In its entirety

**At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:**

**Delete:** In their entirety

**Insert:** “Deleted”

**At Section 17 Joint Venture, Subsection 17 (1) b.:**

**Delete:** “the Procurement Business Number of each member of the joint venture,”

**Insert:** “Deleted”

**At Section 20 Further Information, Subsection 20 (2):**

**Delete:** In its entirety

**Insert:** “Deleted”

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

**Delete:** “sixty (60) days”

**Insert:** “one hundred and twenty (120) days”



**Insert:**

**“Technical Difficulties of Bid Transmission**

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

(i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR

(ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

**Completeness of the Bid**

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.”

**2.2 Submission of Bids**

Bids must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the bid solicitation.

**2.3 Former Public Servant – Competitive Bid**

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

**Definitions**



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

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

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

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

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

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

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

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

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

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

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;





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

## 2.4 Enquiries - Bid Solicitation

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

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

## 2.5 Applicable Laws

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

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

## 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

### Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)



- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

#### **Note for electronic submission of bids:**

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [soumissionsbids@ec.gc.ca](mailto:soumissionsbids@ec.gc.ca)

Attention: Heidi Noble

Solicitation Number: 5000078447

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 25 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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

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

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

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

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

1. Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.



2. Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
3. Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

**4. Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each task of the Work, as applicable:

(a) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

5. Bidders should include the following information in their financial bid:

(a) Their legal name; and

(b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.



## ATTACHMENT "1" TO PART 3

### FINANCIAL BID PRESENTATION SHEET

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Flight Rate for helicopter services: The flight rate must apply to positioning/depositioning as well as operational flights.

Airport fees: Airport fees will be reimbursed at cost, supported by receipts, with no allowance for overhead or profit. For the purposes of bid evaluations, Bidders are not required to provide an estimate of airport fees.

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

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

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 Technical Authority.

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

Travel is only applicable for overnight stays during periods away from the Contractor's Base of Operations.

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

For the purpose of bidding, and for evaluation purposes only during the solicitation process, the following standardized estimates have been assigned and are estimates provided in good faith.

**If a bidder alters any of these estimates, its bid will be deemed non-responsive:**

#### Table 1 - Initial Contract Period:

- Quantity of helicopter flying hours is assigned at 100 hours
- Quantity of fixed wing services is assigned to 3,000 statute miles total distance
- Estimated Fuel (including ground transportation) of \$50,000.00
- Estimated Crew Expenses of \$3,000.00

#### Table 2 - Option Period One:

- Quantity of helicopter flying hours is assigned at 150 hours



- Quantity of fixed wing services is assigned to 5,000 statute miles total distance
- Estimated Fuel (including ground transportation) of \$75,000.00
- Estimated Crew Expenses of \$5,000.00

**Table 1:**

<b>Initial Contract Period Contract Award – March 31, 2025</b>			
<b>Cost Type</b>	<b>Quantity</b>	<b>Unit Rate (excluding applicable taxes)</b>	<b>Extended Price (excluding applicable taxes)</b>
Flight rate for helicopter services	100 hours (A)	\$ _____/hour (B)	\$ _____ <b>(A)*(B) = (C)</b>
Flight rate for fixed wing services to transport fuel drums and remove empty drums from fuel caches	3,000 statute miles (D)	\$ _____/statute mile* (E)  *Unit rate must include fuel	\$ _____ <b>(D)*(E) = (F)</b>
Estimated Fuel			<b>\$50,000.00 (G)</b>
Estimated Crew Expenses			<b>\$3,000.00 (H)</b>
<b>Price for the Initial Contract Period:</b>			<b>\$ _____ (C) + (F) + (G) + (H)</b>



**Table 2:**

<b>Option Period One April 1, 2025 – March 31, 2026</b>			
<b>Cost Type</b>	<b>Quantity</b>	<b>Unit Rate (excluding applicable taxes)</b>	<b>Extended Price (excluding applicable taxes)</b>
Flight rate for helicopter services	150 hours (A)	\$_____/hour (B)	\$_____ <b>(A)*(B) = (C)</b>
Flight rate for fixed wing services to transport fuel drums and remove empty drums from fuel caches	5,000 statute miles (D)	\$_____/statute mile* (E)  *Unit rate must include fuel	\$_____ <b>(D)*(E) = (F)</b>
Estimated Fuel			<b>\$75,000.00 (G)</b>
Estimated Crew Expenses			<b>\$5,000.00 (H)</b>
<b>Price for Option Period One:</b>			<b>\$_____ (C) + (F) + (G) + (H)</b>



**Total Evaluated Price, excluding applicable taxes**      \$ \_\_\_\_\_  
**(Total Table 1) + (Total Table 2)**

**Applicable Taxes**      \$ \_\_\_\_\_

**Total Price, including applicable taxes**      \$ \_\_\_\_\_





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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

##### **4.1.1.1 Mandatory Technical Criteria – Refer to Attachment 1 to Part 4**

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

##### **4.1.1.2 Point Rated Technical Criteria – Refer to Attachment 1 to Part 4**

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

#### **4.1.2 Evaluation of Price**

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

Proposals will be evaluated out of 30 points

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

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

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



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

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

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

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



**ATTACHMENT 1 TO PART 4**

**MANDATORY AND RATED TECHNICAL CRITERIA**

<b>Criterion Number</b>	<b>Mandatory Criteria</b>	<b>Met/Not Met</b>
<b>Proposed Pilots in Command</b>		
<b>M1</b>	<p>The Bidder must propose three (3) helicopter pilots-in-command (PIC) that it will use to undertake the Work under a resulting contract.</p> <p>In order to demonstrate this criterion, the Bidder is requested to complete the <b>Proposed Pilots-In-Command Table</b> found at Attachment 2 to Part 4 or provide the equivalent information.</p> <p>Each proposed pilot will be evaluated against Mandatory Technical Criteria M2 and M3 as well as Point Rated Technical Criteria R4 and R5.</p> <p>Experience of any PIC not identified for this Criterion (M1), will not be considered.</p>	
<b>Experience of the Pilots in Command</b>		
<b>M2</b>	<p>The Bidder must demonstrate that each proposed PIC has been the PIC in a helicopter for at least 3000 hours.</p> <p>In order to demonstrate this experience, the Bidder is must to complete the <b>Proposed Pilot in Command Experience Table - Hours</b> found at Attachment 3 to Part 4 If a bidder fails to provide Attachment 3 to Part 4 with its bid, its bid will be deemed non-responsive.</p>	
<b>M3</b>	<p>The Bidder must demonstrate that each proposed PIC has at least 2000 hours as PIC in an Airbus AS350-B2 or equivalent. See Details of Requirements table in section 4.3 for the definition of aircraft type equivalency.</p> <p>In order to demonstrate this experience, the Bidder is must to complete the <b>Proposed Pilot in Command Experience Table - Hours</b> found at Attachment 3 to Part 4 If a bidder fails to provide Attachment 3 to Part 4 with its bid, its bid will be deemed non-responsive.</p>	



Criterion Number	Point Rated Technical Criteria	Maximum Score	Score
<b>Experience of the Bidder</b>			
R1	<p>Evaluations will be based on the Bidder's description of <b>five (5) recent* helicopter-based Jobs** based at a remote camp***</b> as of date of bid closing.</p> <ul style="list-style-type: none"> <li>• None of the five Jobs were conducted while based at a remote camp (0 points)</li> <li>• One Job was conducted while based at a remote camp (2 points)</li> <li>• Two Jobs were conducted while based at a remote camp (4 points)</li> <li>• Three Jobs were conducted while based at a remote camp (8 points)</li> <li>• Four Jobs were conducted while based at a remote camp (16 points)</li> <li>• Five Jobs were conducted while based at a remote camp (35 points)</li> </ul> <p>In order to demonstrate this experience, the Bidder is requested to complete the <b>Bidder's Experience Table – Remote Camp</b> found at Attachment 4 to Part 4 or provide the equivalent information.</p> <p>*Recent is defined as having occurred within the last eight (8) years. If more than five (5) Jobs are described, only the first five jobs listed for this Criterion will be considered.</p> <p>**A Job is defined as a package of helicopter services work, conducted for a client, that is the same type of service and occurs within a defined time period of days, weeks or months. The Bidder may use the same Job to address more than one criterion.</p> <p>***Remote is defined as farther than 50 nautical miles (&gt;93km) from nearest actively maintained airstrip. A camp is defined as a location that is not consistently occupied year-round.</p>	<b>35</b>	
R2	<p>Evaluations will be based on the number of <b>five (5) recent* helicopter-based Jobs** that involved landing at unprepared sites***</b>, as of date of bid closing.</p> <ul style="list-style-type: none"> <li>• None of the five Jobs involved landings at unprepared sites (0 points)</li> <li>• One Job involved landings at unprepared sites (5 points)</li> </ul>	<b>15</b>	



	<ul style="list-style-type: none"> <li>• Two or three Jobs involved landings at unprepared sites (10 points)</li> <li>• Four or five Jobs involved landings at unprepared sites (15 points)</li> </ul> <p>In order to demonstrate this experience, the Bidder is requested to complete the <b>Bidder's Experience Table - Unprepared Sites</b> found at Attachment 5 to Part 4 or provide the equivalent information.</p> <p>*Recent is defined as having occurred within the last eight (8) years. If more than five Jobs are described, only the first five jobs listed for this Criterion will be considered.</p> <p>**Job is defined as a package of helicopter services work, conducted for a client, that is the same type of service and occurs within a defined time period of days, weeks or months. The Bidder may use the same Job to address more than one criterion.</p> <p>***Unprepared sites are landing locations that have not been modified from natural conditions.</p>		
R3	<p>Evaluations will be based on the number of <b>five (5) recent* helicopter-based Jobs** that involved landing on wetland, bog, or wet muskeg sites***</b>, as of date of bid closing.</p> <ul style="list-style-type: none"> <li>• None of the five Jobs involved landings on wetland, bog, or wet muskeg sites (0 points)</li> <li>• One Job involved landings on wetland, bog, or wet muskeg sites (5 points)</li> <li>• Two or three Jobs involved landings on wetland, bog, or wet muskeg sites (10 points)</li> <li>• Four or five Jobs involved landings on wetland, bog, or wet muskeg sites (15 points)</li> </ul> <p>In order to demonstrate this experience, the Bidder is requested to complete the <b>Bidder's Experience Table - Wetland</b> found at Attachment 6 to Part 4 or provide the equivalent information.</p> <p>*Recent is defined as having occurred within the last eight (8) years. If more than five Jobs are described, only the first five jobs listed for this Criterion will be considered.</p> <p>**A Job is defined as a package of helicopter services work, conducted for a client, that is the same type of service and occurs within a defined time period of days, weeks or months. The Bidder may use the same Job to address more than one criterion.</p> <p>***Wetland, bog or wet muskeg sites are defined here as landing locations that are in shallow standing water or saturated locations where the vegetation and/or landing surface sinks under aircraft weight and results in shallow standing water.</p>	15	



<b>Experience of the Pilots in Command</b>			
<b>R4</b>	<p>Evaluations will be based on the <b>number of pilots, within the team of three (3) pilots named in M1, that have experience as PIC operating from a remote camp*</b></p> <ul style="list-style-type: none"> <li>• No pilots having at least 500 flying hours operating from a remote basecamp (0 points)</li> <li>• One pilot having at least 500 flying hours operating from a remote basecamp (5 points)</li> <li>• Two pilots each having at least 500 flying hours operating from a remote basecamp (10 points)</li> <li>• Three pilots each having at least 500 flying hours operating from a remote basecamp (15 points)</li> </ul> <p>In order to demonstrate this experience, the Bidder is requested to complete the <b>Proposed Pilot in Command Experience Table – Operating from Remote Camp</b> found at Attachment 7 to Part 4 or provide the equivalent information.</p> <p>*Remote is defined as farther than 50 nautical miles (&gt;93km) from nearest actively maintained airstrip. A camp is defined as a location that is not consistently occupied year-round.</p>	<b>15</b>	
<b>R5</b>	<p>Evaluations will be based on the <b>number of the PICs proposed in M1 having at least 100 flying hours conducting sling operations</b>, as of date of bid closing.</p> <ul style="list-style-type: none"> <li>• No pilots having at least 100 flying hours conducting sling operations (0 points)</li> <li>• One pilot having at least 100 flying hours conducting sling operations (3 points)</li> <li>• Two pilots having at least 100 flying hours conducting sling operations (6 points)</li> <li>• Three pilots having at least 100 flying hours conducting sling operations (10 points)</li> </ul> <p>In order to demonstrate this experience, the Bidder is requested to complete the <b>Proposed Pilot in Command Experience Table – Slings Operations</b> found at Attachment 8 to Part 4 or provide the equivalent information.</p>	<b>10</b>	
<b>R6</b>	<p><b>The Bidder should demonstrate in its bid a commitment to socio-economic benefits related to Indigenous Communities and Individuals. For this solicitation Indigenous is defined as First Nations, and/or Métis, and/or Inuit.</b></p> <p><b>Indigenous Benefits Criteria – Indigenous Employees</b></p> <p>The Bidder should provide the number of self-declared Indigenous employees in the bidder’s organization in its bid submission. There is</p>	<b>10</b>	



	<p>an expectation that the number of Indigenous personnel employed with the bidder's organization, as submitted in the bid, will continue over the course of the Contract.</p> <p>The Bidder's plan includes full or part-time employment of Indigenous personnel within the Bidder's organization.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"><li>• Five (5) points per identified personnel up to a maximum of ten (10) points.</li></ul>		
	<p><b>TOTAL MAXIMUM SCORE: 100 points</b> <b>MINIMUM PASSING SCORE: 50 points</b></p>	<p><b>100 Points</b></p>	



**ATTACHMENT 2 TO PART 4**

**PROPOSED PILOTS-IN-COMMAND TABLE**

**The Bidder should complete the Proposed Pilots-in-Command Table and include it with its bid.**

The Proposed Pilots-in-Command Table is for M1

<b>Proposed Pilots-in-Command Table</b>	
Name of Proposed Pilot-in-Command 1:	_____
Name of Proposed Pilot-in-Command 2:	_____
Name of Proposed Pilot-in-Command 3:	_____





**ATTACHMENT 3 TO PART 4**

**PROPOSED PILOT-IN-COMMAND EXPERIENCE TABLE – HOURS**

The Bidder must complete one Proposed Pilot-in-Command Experience Table - Hours for each of its proposed pilots-in-command and include them with its bid.

The Proposed Pilot-in-Command Experience Table - Hours are for M2 and M3

The Bidder may add additional rows as required

<b>Proposed Pilot-in-Command Experience Table – Hours</b>	
<b>Proposed Pilot-in-Command 1:</b>	_____
<b>Experience :</b>	
<b>Aircraft Type</b>	<b>Number of Hours of Experience as a Pilot-in-Command</b>
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
<b>Total Hours:</b>	_____ <b>Hours</b>



<b>Proposed Pilot-in-Command Experience Table – Hours</b>	
<b>Proposed Pilot-in-Command 2:</b>	_____
<b>Experience :</b>	
<b>Aircraft Type</b>	<b>Number of Hours of Experience as a Pilot-in-Command</b>
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
<b>Total Hours:</b>	_____ <b>Hours</b>



<b>Proposed Pilot-in-Command Experience Table – Hours</b>	
<b>Proposed Pilot-in-Command 3:</b>	_____
<b>Experience :</b>	
<b>Aircraft Type</b>	<b>Number of Hours of Experience as a Pilot-in-Command</b>
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
<b>Total Hours:</b>	_____ <b>Hours</b>



**ATTACHMENT 4 TO PART 4**

**BIDDER’S EXPERIENCE TABLE – REMOTE CAMPS**

The Bidder is requested to complete one Bidder’s Experience Table – Remote Camps for each of up to five Jobs and include them with its bid.

The Bidder’s Experience Table – Remote Camps is for R1

<b>Bidder’s Experience Table – Remote Camps</b>	
<b>JOB-1</b>	Client: _____
Client’s Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Did the job occur while operating out of a remote camp? (Yes or No)	
What was the location of the camp? (Latitude, Longitude)	

<b>Bidder’s Experience Table – Remote Camps</b>	
<b>JOB-2</b>	Client: _____
Client’s Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Did the job occur while operating out of a remote camp? (Yes or No)	
What was the location of the camp? (Latitude, Longitude)	



<b>Bidder's Experience Table – Remote Basecamps</b>	
<b>JOB-3</b>	Client: _____
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Did the job occur while operating out of a remote camp? (Yes or No)	
What was the location of the camp? (Latitude, Longitude)	

<b>Bidder's Experience Table – Remote Basecamps</b>	
<b>JOB-4</b>	Client: _____
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Did the job occur while operating out of a remote camp? (Yes or No)	
What was the location of the camp? (Latitude, Longitude)	



<b>Bidder's Experience Table – Remote Basecamps</b>	
<b>JOB-5</b>	Client: _____
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Did the job occur while operating out of a remote camp? (Yes or No)	
What was the location of the camp? (Latitude, Longitude)	



**ATTACHMENT 5 TO PART 4**

**BIDDER'S EXPERIENCE TABLE - UNPREPARED SITES**

The Bidder is requested to complete one Bidder's Experience Table – Unprepared Sites for each of up to five Jobs and include them with its bid.

The Bidder's Experience Table – Unprepared Sites is for R2.

<b>Bidder's Experience Table - Unprepared Sites</b>	
<b>JOB-1</b>	Client: _____
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Include Unprepared landings sites? (Yes or No)	

<b>Bidder's Experience Table - Unprepared Sites</b>	
<b>JOB-2</b>	Client: _____
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Include Unprepared landings sites? (Yes or No)	



<b>Bidder's Experience Table - Unprepared Sites</b>	
<b>JOB-3</b>	Client: _____
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Include Unprepared landings sites? (Yes or No)	

<b>Bidder's Experience Table - Unprepared Sites</b>	
<b>JOB-4</b>	Client: _____
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Include Unprepared landings sites? (Yes or No)	

<b>Bidder's Experience Table - Unprepared Sites</b>	
<b>JOB-5</b>	Client: _____
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Include Unprepared landings sites? (Yes or No)	





**ATTACHMENT 6 TO PART 4**

**BIDDER’S EXPERIENCE TABLE - WETLAND**

The Bidder is requested to complete one Bidder’s Experience Table – Wetland for each of up to five Jobs and include them with its bid.

The Bidder’s Experience Table – Wetland is for R3.

<b>Bidder’s Experience Table – Wetland</b>	
<b>JOB-1</b>	Client: _____
Client’s Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Include landing at wetland, bog and/or Wet muskeg locations? (Yes or No)	

<b>Bidder’s Experience Table – Wetland</b>	
<b>JOB-2</b>	Client: _____
Client’s Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Include landing at wetland, bog and/or Wet muskeg locations? (Yes or No)	



<b>Bidder's Experience Table – Wetland</b>	
<b>JOB-3</b>	Client: _____
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Include landing at wetland, bog and/or Wet muskeg locations? (Yes or No)	

<b>Bidder's Experience Table – Wetland</b>	
<b>JOB-4</b>	Client: _____
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Include landing at wetland, bog and/or Wet muskeg locations? (Yes or No)	

<b>Bidder's Experience Table – Wetland</b>	
<b>JOB-5</b>	Client: _____
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Include landing at wetland, bog and/or Wet muskeg locations? (Yes or No)	



**ATTACHMENT 7 TO PART 4**

**PROPOSED PILOT-IN-COMMAND EXPERIENCE TABLE – OPERATING FROM REMOTE CAMP**

The Bidder is requested to complete one Proposed Pilot-in-Command Experience Table – Operating from Remote Camp for each of its proposed PICs and include them with its bid.

The Proposed Pilot-in-Command Experience Table – Operating from Remote Camp is for R4

The Bidder may add additional rows as required

<b>Proposed Pilot-in-Command Experience Table – Operating from Remote Camp</b>		
<b>Proposed Pilot-in-Command 1:</b>		_____
<b>Experience:</b>		
Description of Work	Work involved Operating from a Remote Camp (yes or no)	Number of Hours of Experience:
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
<b>Total Hours:</b>		_____ <b>Hours</b>



Proposed Pilot-in-Command Experience Table – Operating from Remote Camp		
<b>Proposed Pilot-in-Command 2:</b>		_____
<b>Experience:</b>		
Description of Work	Work involved Operating from a Remote Camp (yes or no)	Number of Hours of Experience:
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
<b>Total Hours:</b>		_____ <b>Hours</b>



<b>Proposed Pilot-in-Command Experience Table – Operating from Remote Camp</b>		
<b>Proposed Pilot-in-Command 3:</b>		_____
<b>Experience:</b>		
Description of Work	Work involved Operating from a Remote Camp (yes or no)	Number of Hours of Experience:
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
<b>Total Hours:</b>		_____ <b>Hours</b>



**ATTACHMENT 8 TO PART 4**

**PROPOSED PILOT-IN-COMMAND EXPERIENCE TABLE – SLINGING OPERATIONS**

The Bidder is requested to complete one Proposed Pilot-in-Command Experience Table – Slinging Operations for each of its proposed pilots-in-command and include it with its bid.

The Proposed Pilot-in-Command Experience Table – Slinging Operations is for R5

The Bidder may add additional rows as required

Proposed Pilot-in-Command Experience Table – Slinging Operations		
<b>Proposed Pilot-in-Command 1:</b>		_____
<b>Experience:</b>		
Description of Work	Work involved Slinging operations (yes or no)	Number of Hours of Experience:
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
<b>Total Hours:</b>		_____ <b>Hours</b>



Proposed Pilot-in-Command Experience Table – Slinging Operations		
<b>Proposed Pilot-in-Command 2:</b>		_____
<b>Experience:</b>		
Description of Work	Work involved Slinging operations (yes or no)	Number of Hours of Experience:
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
<b>Total Hours:</b>		_____ <b>Hours</b>



Proposed Pilot-in-Command Experience Table – Slinging Operations		
<b>Proposed Pilot-in-Command 3:</b>		_____
<b>Experience:</b>		
Description of Work	Work involved Slinging operations (yes or no)	Number of Hours of Experience:
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
_____		_____ Hours
<b>Total Hours:</b>		_____ <b>Hours</b>





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

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

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

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

### **5.2 Certifications Required Precedent to Contract Award**

#### **5.2.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

### **5.3 Additional Certifications Required Precedent to Contract Award**

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

#### **5.3.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its



control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **5.3.2 Education and Experience**

SACC *Manual* clause [A3010T](#) (2010-08-16) Education and Experience



## **PART 6 – INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

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

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



## **PART 7 - RESULTING CONTRACT**

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

**Title:** Aerial Services for Northern Ontario Bird Surveys

### **7.1 Statement of Work**

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

### **7.2 Task Authorization**

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

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

**7.2.1.1** The Technical Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Annex "D".

**7.2.1.2** The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

**7.2.1.3** The Contractor must provide the Technical Authority within three (3) working days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

**7.2.1.4** The Contractor must not commence work until a TA authorized by the Technical Authority and Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

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

The Contracting Authority may authorize individual task authorizations up to the maximum value of the Contract. Applicable Taxes included, inclusive of any revisions.

#### **7.2.3 Minimum Work Guarantee - All the Work - Task Authorizations**

**7.2.3.1** In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and

"Minimum Contract Value" means \$150,000.00.



**7.2.3.2** Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 7.2.3.3. 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.

**7.2.3.3** 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.

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

### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGSC [Standard Acquisition Clauses and Conditions Manual \(Standard Acquisition Clauses and Conditions \(SACC\) Manual - Buyandsell.gc.ca\)](#) issued by Public Works and Government Services Canada.

#### **7.3.1 General Conditions**

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

##### **At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

##### **At Section 13 Transportation Carriers' Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

##### **At Section 18, Confidentiality:**

**Delete:** In its entirety

**Insert:** "Deleted"

##### **Insert Subsection: "36 Liability"**

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

##### **At Section 06 Subcontracts**

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

**Insert:** "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations



under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.”

### **At Section 19 Copyright**

**Delete:** In its entirety

**Insert:** “Deleted”

### **7.3.2 Specific Person(s)**

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ (*insert name(s) of person(s)*).

### **7.4 Security Requirement**

**7.4.1** There is no security requirement applicable to this Contract.

### **7.5 Term of Contract**

#### **7.5.1 Period of the Contract**

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

#### **7.5.2 Option to Extend the Contract**

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **7.6 Authorities**

#### **7.6.1 Contracting Authority**

The Contracting Authority for the Contract is:

*To be disclosed at contract award*

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **7.6.2 Technical Authority**

The Technical Authority for the Contract is:

*To be disclosed at contract award*

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority,



however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **7.6.3 Contractor's Representative**

*To be disclosed at contract award*

## **7.7 Proactive Disclosure of Contracts with Former Public Servants**

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

## **7.8 Payment**

### **7.8.1 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 limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

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

### **7.8.2 Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

### **7.8.3 Limitation of Expenditure – Cumulative Total of all Task Authorizations**

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

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

**7.8.3.3** The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or



- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,  
whichever comes first.

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

#### **7.8.4 Invoicing Instructions**

##### **7.8.4.1 Method of Payment – 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:

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

#### **7.9 Certifications and Additional Information**

##### **7.9.1 Compliance**

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

#### **7.10 Applicable Laws**

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

#### **7.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions [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) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated \_\_\_\_\_, *(insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).*

## **7.12 Insurance**

### **7.12.1 Insurance Requirements – Specific requirement**

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

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

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

### **7.13 Replacement of Specific Individuals**

**7.13.1** If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

**7.13.2** If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. the name, qualifications and experience of the proposed replacement; and
- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

**7.13.3** The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 7.13.2. The fact that the Contracting Authority



does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **7.14 Air Transportation**

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

#### **7.15 Examination of Contractor's Capability**

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

#### **7.16 Safety Briefing**

The pilot-in-command of the aircraft must ensure that all passengers are given a safety briefing before take-off in accordance with Section 602.89, Part VI, General Operating and Flight Rules of the [Canadian Aviation Regulations](#) 2005-2.

#### **7.17 Inspection**

For the purpose of this Clause:  
Canada is referenced as the Charterer; and  
The Technical Authority is referenced as the authorized representative

All services provided must be approved by the Charterer or its authorized representative who will have the right to inspect the aircraft, and operational documentation including flight plan or flight notification, loading records, logs and aircrew logbooks, to ensure compliance with the conditions of the Contract.

#### **7.18 Dispute Resolution**

- 7.18.1** The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- 7.18.2** The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.



- 7.18.3** If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- 7.18.4** Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



## ANNEX "A"

### STATEMENT OF WORK

#### TITLE: Aerial Services for Northern Ontario Bird Surveys

##### 1.0 BACKGROUND:

The Canadian Wildlife Service (CWS) conducts monitoring that provides information necessary for assessing and tracking migratory bird populations. Resulting data are used as inputs to analysis that produces information to support conservation and management decisions (e.g. relating to breeding bird status assessments, impact assessment). As part of that monitoring, the CWS-Ontario Region (CWS-OR) collects acoustic recordings and conducts site visits during the peak bird breeding season. Site visits must be conducted at specified locations, according to a survey design consisting of survey Plots distributed across northern Ontario. Survey Plots are beyond the provincial road network (Figure 1, found below) and survey projects therefore require helicopter-based transport of crews and remote fuel caches to support aerial operations.

Survey projects involve deployment of Autonomous Recording Units (ARUs; see 1.1. Terminology) at sample sites within pre-determined Plots. A programmed schedule, which usually starts in April, enables each unit to obtain sound recordings of birds that used the site during the period the unit is deployed at the site. Recording units are retrieved weeks or months after deployment, and the recordings are interpreted to create data that document bird use of sites during the spring bird migration (April, May) and breeding (June, July) seasons. The CWS-OR may also include in-person bird counts to Plots as a method for documenting bird use of sites during the breeding season. Recorded and in-person surveys will be used by CWS-OR to create species-level data on the use of sampled sites by migrating and breeding birds and other acoustically-identifiable animals (e.g., frogs, toads, wolves).

##### 1.1 TERMINOLOGY

Pilot-in-Command (PIC) - the pilot in command of a rotary wing aircraft. The PIC is directly responsible for operation of the rotary wing aircraft and is the final authority as to the operation of the rotary wing aircraft.  
Team-of-Pilots - the pilots currently employed by the bidder that are candidates to be the PIC for the operations described by this Request for Proposals.

Fuel Cache – a quantity of fuel drums located strategically in a remote area to reduce helicopter ferrying time.

Survey Plot – a hexagon of approximately 4.5 km across, selected from a framework system of plots according to the CWS-OR design.

ARUs – Autonomous Recording Units are similar to a trail-camera but with high-quality stereo microphones instead of a camera. The units can be programmed to turn on and off according to a schedule and sounds are recorded to memory cards.

##### 2.0 LOCATION AND ACCESS FACTORS

Survey projects involve remote work to conduct bird surveys in pre-determined plots in northern Ontario (Figure 1 and Table 2). Survey crew transport from operations bases to and from Survey Plots will be conducted by helicopter. Bases of operations may be a remote camp or a northern Ontario town or community. Fuel supply will often be based on Fuel Caches at the base camp, may occasionally be through Fuel Caches located within the project's area of operations, and/or bulk fuel locations associated with a northern Ontario town or community.

During operations, survey team members are stationed as close to their designated survey site as possible. Landing zones range from controlled airport sites to undeveloped sites on a wide variety of terrain types. The team's landing sites are often lakeshores, shallow wetlands, damp muskeg, bogs, or openings in tree-covered terrain. Landing surfaces in undeveloped sites range from open rock surfaces to hummocks in wet muskeg.



### 3.0 DESCRIPTION OF SURVEY PROJECTS

#### Initial Contract Period:

- Project 2024-A will involve retrieval of ARUs that were deployed previously by CWS (in 2023) at Plots 1 through 40 shown in Table 2 and is planned to occur in September 2024.
- 

#### Option Period One:

- Project 2025-A will involve deployment of ARUs at Plots 41 through 80 shown in Table 2 and is planned to occur in May 2025.
- Project 2025-B will involve retrieval of the ARUs that were deployed in May 2025 at Plots 41 through 80 shown in Table 2 and is planned to occur between July and September 2025.

### 4.0 STATEMENT OF REQUIREMENTS

Provide, per Table 1: Details of requirement:

- A helicopter of suitable capacity for the Work,
- helicopter services to transport field crews to survey sites,
- a PIC with the required experience,
- fuel purchase,
- fuel transport to fuel caches, and
- removal of empty fuel drums from caches

#### 4.1 Daily operations and Field Campaigns

Typical daily helicopter operations involve commuting flights, with the survey crew on board, from the operation base to the first of a series of Plots, work to complete the Plot and then a commuting flight to the next Plot in the series. Work within the Plot typically consists of a drop-off of the first crew member as near as safely feasible to their assigned sample site, and a repeated drop-off for each of the remaining crew members. Drop-offs are typically done with the helicopter under power and often involve a low level hover while the crew member exits the aircraft. Drop-offs of the final crew member may involve a shutdown of the helicopter. Crew member pick-ups are coordinated via satellite and handheld radio communications and crew members re-enter the aircraft, often with the helicopter under power and in a low level hover. Typical daily helicopter operations conclude with a commuting flight to return to the operations base from the final Plot in the daily series. Flying is typically conducted from morning through late afternoon but flights may get underway with the earliest morning flying conditions and/or may finish near evening safe flying conditions.

Field campaigns will be contiguous periods, including weekends, and may include statutory holidays. Field campaign durations will be up to three weeks in length.

#### 4.2 Planning timelines and estimated flying days

Following the issuance of a valid Task Authorization (TA), consisting of one or more Projects, the CWS-OR Technical Authority will initiate the following planning steps, according to this schedule:

- At least 28 calendar days before the commencement of operations, the CWS-OR Technical Authority will provide the final Plot coordinates for the Project.
- At least 21 calendar days before the commencement of operations, the CWS-OR Technical Authority will initiate a series of meetings to review the Project, Study Area and planned operations.
- At least 14 calendar days before the commencement of operations, the Contractor will present for CWS-OR Technical Authority review and approval a detailed operational plan, in digital Microsoft Word format.

Project-specific estimates for operational needs for helicopter flying hours and days, exclusive of positioning flights to Project-specific Operations Bases:

- **Project 2024-A:** this set of 40 plots, with an Operations Base at Bearskin Lake Airport, will require an estimated maximum of up to 48 helicopter flying hours, based on 2 flights per day for an



estimated total of up to 6 flying hours per day; this project will require up to 8 days of flying over an estimated period of 12 calendar days during mid-late September 2024.

- **Project 2025-A:** this set of 40 plots, with an Operations Base at Fort Severn Airport, will require an estimated maximum of up to 48 flying hours, based on 2 flights per day for an estimated total of up to 6 flying hours per day; this project will require up to 8 days of flying over an estimated period of 12 calendar days, during late May – early June 2025.
- **Project 2025-B:** this set of 40 plots, with an Operations Base at Fort Severn Airport, will require an estimated maximum of up to 48 flying hours, based on 2 flights per day for an estimated total of up to 6 flying hours per day; this project will require up to 8 days of flying over an estimated period of 12 calendar days during mid-late September 2025.

### 4.3 Breakdown of requirements

**Table 1.** Details of requirements

Client Department; Branch; Division; Unit	Environment and Climate Change Canada; Canadian Wildlife Service; Ontario Region; Terrestrial Assessment Unit
Purpose of air charter services	Supply, within northern Ontario, of each of the following: <ul style="list-style-type: none"> <li>- A helicopter of suitable capacity for the Work,</li> <li>- helicopter services to transport field crews to survey sites,</li> <li>- a PIC with the required experience,</li> <li>- fuel purchase,</li> <li>- fuel transport* to fuel caches, and</li> <li>- removal of empty fuel drums from caches.</li> </ul> <p>*Contractor will be responsible for purchase and transport of fuel, by truck, fixed wing aircraft and/or helicopter, to fuel caches.</p>
No. of Passengers:	Four survey crew members with field and survey equipment
Dangerous goods on board:	<ol style="list-style-type: none"> <li>1. Lithium-ion batteries (UN3481), contained in secured waterproof cases of environmental monitoring units (each approx. 2.5 lbs and measuring 4" x 6" x 3").</li> <li>2. Bear spray canisters may be worn by survey crew during ground work at some survey plots and will need to be stowed in external ski basket or cargo cheek.</li> </ol>
Max weight of passengers and cargo:	1,000 lbs (454 kg)
Preferred Aircraft Rotary Wing	Airbus AS350-B2 or equivalent To be equivalent, the aircraft must safely (i.e., without exceeding certified gross weight limit of aircraft type): have a range of at least 250 nautical miles (463 km) while carrying 1,000 lbs (454 kg) of crew and/or cargo; have a sling capacity of at least 2,000 lbs (908 kg); and have an internal cargo stowage capacity, e.g., cargo pods but not including external cage, of at least 29 cubic feet (821 L)
Flight Path/Route (include all destination points)	For each project, daily helicopter flights from Operations Base to Survey Plots, and between Sites within Plots.



	Coordinates for designated Survey Plots are provided in Table 2, found below.
Estimated fuel usage	Airbus AS350-B2: Approximately 180 litres per hour
Aircraft safety requirements	<ol style="list-style-type: none"> <li>1. Satellite flight following</li> <li>2. Satellite phone</li> <li>3. Set of at least 5 handheld 2-way radios for communication between pilot and crew when surveyors are on the ground</li> </ol>
Other aircraft requirements	<ol style="list-style-type: none"> <li>1. External, skid-mounted cage of at least 3.0 m x 0.5 m x 0.5 m, and must be certified to carry up to 250 lbs (113 kg)</li> <li>2. Cargo pods, one per side of aircraft</li> <li>3. Slings equipment</li> </ol>
Anticipated accommodation requirements for carrier's crew	<p>The Contractor's crew is responsible for coordinating accommodations and meals during positioning, de-positioning, and during periods that the operations base is accessible by road from commercial accommodations.</p> <p>The Contractor will be reimbursed per NJS travel directives.</p>
Other specific requirements	<ol style="list-style-type: none"> <li>a. <u>Pilot-in-Command Experience</u> The planned pilot, and each of the pilots within the Team-of-Pilots, must have been the PIC for a helicopter for at least 3,000 hours. These hours must include at least 2,000 hours as PIC in a Airbus AS350-B2.</li> <li>b. <u>Replacement of Pilot-in-Command</u> In the event of an emergency or illness concerning the PIC, the Contractor must have the ability to replace a PIC within two days.</li> <li>c. <u>Replacement and repair of aircraft</u> In the event of an equipment or mechanical breakdown, or a safety issue, the Contractor must have the ability to replace the helicopter. If the helicopter experiences a mechanical breakdown during operations, the Contractor must agree to repair it within two days or provide a replacement helicopter of the same type.</li> <li>d. <u>Temporary caches of fuel drums</u> must be established at (and removed from) strategic, remote locations across the study area during the operations, therefore slinging equipment will be required.</li> <li>e. <u>GPS tracklogs</u> from the helicopter, and GPS waypoints of remote fuel cache locations must be saved daily and provided to CWS, exported from the helicopter's GPS in '.gpx' digital file format.</li> </ol>



## 5.0 PLOT LOCATIONS

### 5.1 Survey Plot centroids

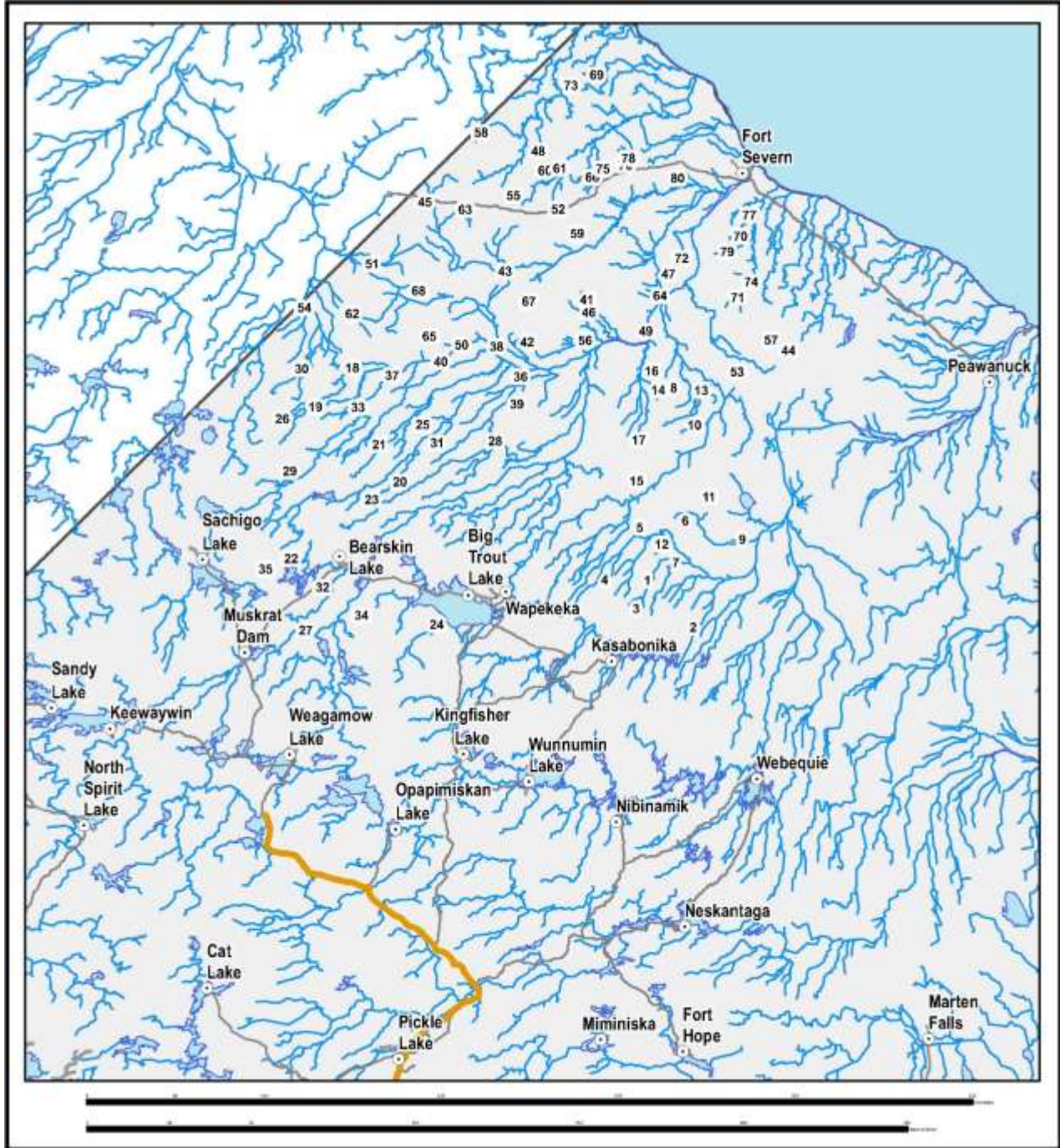
**Table 2.** Geographic coordinates of the planned survey Plot centroids, organized by Project. This table is also available as an individual file in PDF (*Document: Sites Table*).

PlotID	Latitude	Longitude	Project	PlotID	Latitude	Longitude	Project
P1	53.94650	-88.36951	2024-A	P41	55.34926	-89.01676	2025-A,B
P2	53.71807	-87.96126	2024-A	P42	55.11761	-89.52377	2025-A,B
P3	53.79952	-88.45561	2024-A	P43	55.46855	-89.75725	2025-A,B
P4	53.93862	-88.73663	2024-A	P44	55.13234	-87.21489	2025-A,B
P5	54.21102	-88.45644	2024-A	P45	55.78967	-90.51240	2025-A,B
P6	54.25479	-88.06497	2024-A	P46	55.28314	-88.99346	2025-A,B
P7	54.04180	-88.13140	2024-A	P47	55.49805	-88.30235	2025-A,B
P8	54.92410	-88.21486	2024-A	P48	56.08202	-89.52792	2025-A,B
P9	54.17175	-87.56618	2024-A	P49	55.20367	-88.48074	2025-A,B
P10	54.73986	-88.01752	2024-A	P50	55.08172	-90.09951	2025-A,B
P11	54.37911	-87.86775	2024-A	P51	55.45779	-90.94323	2025-A,B
P12	54.13017	-88.26106	2024-A	P52	55.79646	-89.31696	2025-A,B
P13	54.91622	-87.97188	2024-A	P53	55.01786	-87.66091	2025-A,B
P14	54.90948	-88.34744	2024-A	P54	55.20968	-91.50691	2025-A,B
P15	54.44619	-88.50062	2024-A	P55	55.85178	-89.72483	2025-A,B
P16	55.00509	-88.41380	2024-A	P56	55.14325	-89.01361	2025-A,B
P17	54.65204	-88.50125	2024-A	P57	55.18513	-87.36909	2025-A,B
P18	54.92569	-91.04372	2024-A	P58	56.15739	-90.05345	2025-A,B
P19	54.71312	-91.33845	2024-A	P59	55.67984	-89.13435	2025-A,B
P20	54.36864	-90.55089	2024-A	P60	55.98686	-89.45727	2025-A,B
P21	54.54879	-90.75726	2024-A	P61	56.00264	-89.32166	2025-A,B
P22	53.93835	-91.43688	2024-A	P62	55.19722	-91.08314	2025-A,B
P23	54.26878	-90.78532	2024-A	P63	55.76565	-90.15040	2025-A,B
P24	53.66192	-90.15075	2024-A	P64	55.38767	-88.36953	2025-A,B
P25	54.66548	-90.39025	2024-A	P65	55.11429	-90.38945	2025-A,B
P26	54.64004	-91.61897	2024-A	P66	55.96763	-89.02640	2025-A,B
P27	53.58224	-91.26190	2024-A	P67	55.32359	-89.52940	2025-A,B
P28	54.60784	-89.75133	2024-A	P68	55.34048	-90.51190	2025-A,B
P29	54.37783	-91.51185	2024-A	P69	56.48339	-89.03465	2025-A,B
P30	54.90101	-91.48417	2024-A	P70	55.70232	-87.67184	2025-A,B
P31	54.57930	-90.25464	2024-A	P71	55.39318	-87.67695	2025-A,B
P32	53.80540	-91.14743	2024-A	P72	55.57891	-88.19002	2025-A,B
P33	54.72863	-90.96536	2024-A	P73	56.42308	-89.26269	2025-A,B
P34	53.68041	-90.79580	2024-A	P74	55.47349	-87.56370	2025-A,B
P35	53.87415	-91.64819	2024-A	P75	56.01224	-88.93640	2025-A,B
P36	54.94069	-89.56318	2024-A	P76	56.03506	-88.73253	2025-A,B
P37	54.90318	-90.68875	2024-A	P77	55.81238	-87.60230	2025-A,B
P38	55.08553	-89.78908	2024-A	P78	56.07195	-88.71015	2025-A,B
P39	54.80077	-89.58130	2024-A	P79	55.62189	-87.78549	2025-A,B
P40	54.99097	-90.27290	2024-A	P80	55.98396	-88.25625	2025-A,B





**Figure 1.** The set of 40 survey Plot locations for the planned project in 2024 (Initial Contract Period, Plots 1 – 40), and the set of 40 survey Plot locations for planned projects in 2025 (Option Period One, Plots 41 – 80).





## ATTACHMENT 1 TO ANNEX A

### AIR CHARTER CONDITIONS

For the purpose of this Section:  
The Contractor is referenced as the Carrier; and  
Canada is referenced as the Charterer

#### 1. Interpretation

- 1.1 "day" means any period 24 consecutive hours;
- 1.2 "month" means any period of 30 consecutive days; and
- 1.3 "flight" means the movement of an aircraft from the point of take-off to the first point of landing.

#### 2. Operation, Interruption or Cancellation of Charter Flights

- 2.1 The Carrier must have exclusive operational control over chartered aircraft and its contents and crew.
- 2.2 The Carrier must ensure that every person provided with transportation on a chartered aircraft complies with all the conditions of the Contract, and any persons and property aboard a chartered aircraft are subject to the authority of the pilot-in-charge.
- 2.3 The Carrier may:
  - a. cancel or terminate a charter or any flight of a charter at any time,
  - b. return to base or to the last point of landing, or
  - c. divert or land at an intermediate point, when such action is considered by the Carrier to be necessary owing to the unserviceability of the aircraft, weather conditions or other conditions beyond the control of the Carrier.

#### 3. Dangerous Goods or Hazardous Products

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

#### 4. Space for the Carrier's Use

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

#### 5. Cancellations, Non-completions or Deviations

- 5.1 When a charter is cancelled by the Carrier after commencement, charges will apply for the completed portion only.
- 5.2 No charges will apply to the Charterer:
  - a. where flights are not completed due to mechanical failure or crew casualties and the Carrier fails to arrange satisfactory alternative transportation; or
  - b. in respect of any flying in an unsuccessful attempt to complete a flight required under the charter.

#### 6. Substitution of Aircraft

6.1 When, owing to causes beyond the control of the Carrier, the chartered aircraft is unavailable at the time the charter commences or becomes unavailable while carrying out the charter, the Carrier may furnish another aircraft of the same type or, with the consent of the



Charterer, substitute any other type of aircraft at the rates and charges applicable to the aircraft originally chartered except as provided in subsections 6.2 and 6.3.

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

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

## **7. Determination of Firm Rate Per Hour**

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

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

**7.3** In determining the duration of a flight:

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



**ANNEX "B"**

**BASIS OF PAYMENT**

*To be added at contract award*



## ANNEX "C"

### INSURANCE REQUIREMENTS

#### G4001C (2018-06-21) Aircraft Charter Insurance

1. The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
  - a. liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
  - b. in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
    - i. \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
    - ii. \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
    - iii. \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
2. The insurance coverage required by subsection 1. (a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
3. The Contractor's insurance must include the following:
  - 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 Environment and Climate Change Canada.

- b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
- e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice



234 Wellington Street, East Tower  
Ottawa, Ontario, K1A 0H8

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



**ANNEX "D"**

**TASK AUTHORIZATION FORM**

<b>TASK AUTHORIZATION (TA) FORM</b>					
<b>1. Contractor:</b>					
<b>2. Contract Number:</b>				<b>3. Financial Coding:</b>	
<b>4. Task Number:</b>				<b>5. Date:</b>	
<b>6. Description of Work to be Performed and List of Deliverables</b>					
<b>7. Period of Services</b>		<b>7.1 From:</b>		<b>7.2 To:</b>	
<b>8. Estimated Cost</b>					
<b>8.1 Flight Rate for Helicopter Services</b>					
\$ _____ Hourly Rate (A)	_____ Estimated Number of Hours (B)		\$ _____ (A*B) = (C)		
<b>8.2 Estimated BULK Fuel Charges for Helicopter Services</b>					
\$ _____ Cost/Litre (D)	_____ Estimated Number of Litres (E)		\$ _____ (D*E) = (F)		
<b>8.3 Estimated DRUM Fuel Charges for Helicopter Services</b>					
\$ _____ Cost/Litre (G)	_____ Estimated Number of Litres (H)	\$ _____ Cost per drum (I)	_____ Estimated Number of drums (J)	\$ _____ Delivery fee (K)	\$ _____ (G*H) + (I*J) + (K) = (L)
<b>8.4 Estimated Airport Fees for Helicopter</b>				\$ _____ (M)	
<b>8.5 Estimated Helicopter Crew Expenses</b>				\$ _____ (N)	
<b>8.6 Flight Rate for Fixed Wing Services</b>					
\$ _____ Rate/statute mile, including fuel (O)	_____ Estimated Number of statute miles (P)		\$ _____ (O*P) = (Q)		
<b>8.7 Price</b>				\$ _____ (C) + (F) + (L) + (M) + (N) + (Q) = (R)	
<b>8.8 Applicable Taxes</b>					





		\$ _____ (S)	
<b>9. Total Price</b>		\$ _____ (R) + (S) = (T)	
<b>TA Approval</b>			
<b>10. Signing Authorities</b>			
	<b>Name, Title of Person Authorized to Sign</b>	<b>Signature</b>	<b>Date</b>
<b>10.1 Contractor</b>			
<b>10.2 Technical Authority</b>			
<b>11. Basis of Payment and Invoicing</b>			
<p>In Accordance with the Annex B, "Basis of Payment" in the Contract.            Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Technical Authority. Total of payments not to exceed the Total Price.            Invoices must be sent to the Technical Authority.</p>			