



<p><b>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p> <p><b>Electronic Copy: - Copier électronique :</b> <a href="mailto:soumissionsbids@ec.gc.ca">soumissionsbids@ec.gc.ca</a></p> <p><b>BID SOLICITATION DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT 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: ENVIRONNEMENT 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> Water Survey of Canada Air Charter Requirement</p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000076888R</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2024-06-21</p>		
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b> at – à 3:00 P.M. on – le 2024-07-16</p>	<p><b>Time Zone – Fuseau horaire</b> PDT</p>	
	<p><b>F.O.B – F.A.B</b></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 (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2025-12-31</p>		
	<p><b>Destination - of Services / Destination des services</b> North West Territories (NT) and Nunavut (NU)</p>		
	<p><b>Security / Sécurité</b> There is no security requirement associated with this 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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**Reissue of Bid Solicitation**

This bid solicitation cancels and supersedes previous bid solicitation number 5000076888 dated May 17, 2024 with a closing of June 7, 2024 at 3:00 p.m. PDT.

## **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 Technical Criteria and Point Rated Technical Criteria, Proposed Pilot in Command Table, Extended Range Table, Fuel Cache Locations in Nunavut Table, Fuel Cache Locations in the Northwest Territories Table.

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 the Northwest Territories and Nunavut 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).
- 1.2.5 This procurement is subject to the following Comprehensive Land Claims Agreement(s) (CLCAs):

Gwich'in Comprehensive Land Claims Agreement

Inuvialuit Final Agreement

Sahtu Dene and Metis Comprehensive Land Claims Agreement

Tlicho Land Claims Agreement

Nunavut Land Claims Agreement

### **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* ([Standard Acquisition Clauses and Conditions \(SACC\) 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 the Northwest Territories.

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. 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**

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)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

#### **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: 5000076888R

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 provide 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.

The “Estimated Quantity” column, “Estimated Fuel Charges”, “Estimated Crew Expenses” and \*”Estimated Miscellaneous Expenses” listed in the tables below are for evaluation purposes only during the solicitation process and are estimates provided in good faith.

Estimated Fuel Charges: 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: Expenses for accommodations, meals, and ground transportation between the aircraft and living quarters at the operating site, must not exceed those listed in the [National Joint Council Travel Directive](#), in effect at the time the expenses are incurred.

\*Estimated Miscellaneous Expenses is defined as expenses incurred for airport improvement fees, Nav Canada, ground power, airport, and call out fees.

All itineraries require the Contractor’s crew to stay overnight from the start date to the end date. If the itinerary states “line cabin” the Contractor’s crew must stay with ECCC passengers and are responsible for their own meals and bedding. If the itinerary does not state “line cabin” the Contractor’s crew can select their own accommodation and are responsible for their own meals and bedding.

All flights will initiate and finish in Yellowknife, NT.  
ECCC will not be responsible for expenses incurred to reposition the aircraft to or from Yellowknife, NT.

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

<b>Initial Contract Period</b> <b>Date of Contract Award – March 31, 2025</b>			
<b>Expense</b>	<b>Estimated Quantity</b>	<b>Unit Rate</b>	<b>Extended Price</b>
<b>Flight Rate</b>	100 Hours (A)	\$ _____ (B)	\$ _____ (A)*(B) = (C)
<b>Detention Fees</b>	10 Hours (D)	\$ _____ (E)	\$ _____ (D)*(E) = (F)
<b>Landing Fees</b>	85 Landings (G)	\$ _____ (H)	\$ _____ (G)*(H) = (I)
<b>Estimated Fuel Charges</b>			\$87,500.00 (J)
<b>Estimated Crew Expenses</b>			\$1,000.00 (K)
<b>Estimated Miscellaneous Expenses</b>			\$100.00 (L)
<b>Total for initial contract period (excluding applicable taxes)</b>			\$ _____ <b>(C)+(F)+(I)+(J)+(K)+(L) = (M)</b>

<b>Option Period One April 1, 2025 – March 31, 2026</b>			
<b>Expense</b>	<b>Estimated Quantity</b>	<b>Unit Rate</b>	<b>Extended Price</b>
<b>Flight Rate</b>	100 Hours (A)	\$ _____ (B)	\$ _____ (A)*(B) = (C)
<b>Detention Fees</b>	10 Hours (D)	\$ _____ (E)	\$ _____ (D)*(E) = (F)
<b>Landing Fees</b>	85 Landings (G)	\$ _____ (H)	\$ _____ (G)*(H) = (I)
<b>Estimated Fuel Charges</b>			\$87,500.00 (J)
<b>Estimated Crew Expenses</b>			\$1,000.00 (K)
<b>Estimated Miscellaneous Expenses</b>			\$100.00 (L)
<b>Total for initial contract period (excluding applicable taxes)</b>			\$ _____ (C)+(F)+(I)+(J)+(K)+(L) = (M)



<b>Price Summary – Air Charter Services</b>	
<b>Total Price for the Initial Contract Period</b>	\$ _____
<b>Total Price for Option Period 1</b>	\$ _____
<b>Total Evaluated Price Applicable Taxes Extra</b>	\$ _____
<b>Applicable Taxes</b>	\$ _____
<b>Total Bid Price Including Applicable Taxes</b>	\$ _____

## **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 75 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 75 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 TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

**Pilot-in-Command referred to as PIC throughout the evaluation criteria** is defined as the pilot in command of a fixed wing aircraft. The PIC is directly responsible for operation of the fixed wing aircraft and is the final authority as to the operation of the rotary wing aircraft.

	<b>Mandatory Technical Criteria</b>	<b>Met/Not Met</b>
	<b>The Bidder must demonstrate in its bid that it meets the Mandatory Technical Criteria found below.</b>	
M1	<p>The base of operations must have a heated indoor washroom and staging area.</p> <p>By providing a bid, the Bidder certifies that it meets this Criterion.</p>	
M2	<p>The Bidder must have access to a DeHavilland DHC-6 Twin Otter 300 or equivalent that it will utilize to undertake the Work under a resulting contract.</p> <p>Equivalent is defined in Annex A, Statement of Work, 4. Aircraft Requirements.</p> <p>By providing a bid, the Bidder certifies that it meets this criterion.</p>	
M3	<p>The Bidder's proposed aircraft must have a minimum weight capacity of 1200 kg for passengers, cargo, and fuel weight.</p> <p>By providing a bid, the Bidder certifies that it meets this Criterion.</p>	
M4	<p>The Bidder's proposed aircraft must have a cargo door space large enough to accommodate a Yamaha Bravo long track snowmobile and 8' long toboggan.</p> <p><u>Yamaha Bravo Dimensions:</u> 250T 2.945m x 0.950m W x approx. 1.3m H with windshield</p> <p><u>Long Toboggan Dimensions:</u> 2.36m x 0.8m</p> <p><u>Lumber for Maintenance:</u> 4'x8' sheets of plywood and 14' lumber</p> <p>By providing a bid, the Bidder certifies that it meets this Criterion.</p>	
M5	<p>The Bidder's proposed aircraft must have the following landing configurations:</p> <ul style="list-style-type: none"> <li>- floats, skis;</li> <li>- wheel skis; and</li> <li>- tundra tires</li> </ul>	

	<p>By providing a bid, the Bidder certifies that it meets this Criterion.</p>	
<p>M6</p>	<p>The Bidder must propose three (3) PIC that it will utilize to undertake the Work under a resulting contract.</p> <p>In order to demonstrate this experience the Bidder must complete Attachment 2 to Part 4, Proposed Pilot in Command Table or provide the equivalent information in its bid.</p> <p>The three (3) PIC will be evaluated against R4, R5, and R6</p> <p>If more than three (3) PIC are proposed then only the first three (3) listed in the bid will be considered.</p>	

	<b>Point Rated Technical Criteria</b>	<b>Maximum Score</b>	<b>Page Number</b>
R1	<p>The Bidder's proposed aircraft has wing tip tanks for extended range</p> <ul style="list-style-type: none"> <li>• The Bidder's proposed aircraft has wing tip tanks for extended range - 20 points</li> <li>• The Bidder's proposed aircraft does not have wing tip tanks for extended range - 0 points</li> </ul> <p>In order to demonstrate this experience, the Bidder should complete Attachment 3 to Part 4, Extended Range Table or provide the equivalent information.</p>	20 points	
R2	<p>The Bidder has three (3) existing fuel cache locations in Nunavut.</p> <ul style="list-style-type: none"> <li>• Three (3) or more cache locations within the boundary of Nunavut - 15 points</li> <li>• Two (2) cache locations in Nunavut - 10 points</li> <li>• One (1) cache location in Nunavut - 5 points</li> <li>• No fuel cache locations in Nunavut - 0 points</li> </ul> <p>In order to demonstrate this experience, the Bidder should complete Attachment 4 to Part 4, Fuel Cache Locations in Nunavut Table or provide the equivalent information.</p>	15 points	
R3	<p>The Bidder has three (3) existing fuel cache locations in the Northwest Territories.</p> <ul style="list-style-type: none"> <li>• Three (3) or more cache locations within the boundary of Northwest Territories - 15 points</li> <li>• Two (2) cache locations in the Northwest Territories - 10 points</li> <li>• One (1) cache location in the Northwest Territories - 5 points</li> <li>• No fuel cache locations in the Northwest Territories - 0 points</li> </ul> <p>In order to demonstrate this experience the Bidder should complete Attachment 5 to Part 4, Fuel Cache Locations in the Northwest Territories or provide the equivalent information.</p>	15 points	
R4	<p>Experience of each PIC named in M6 operating the proposed aircraft named in M2.</p> <ul style="list-style-type: none"> <li>• PIC has greater than 1000 hours - 10 points</li> <li>• PIC has between 500-1000 hours - 5 points</li> <li>• PIC has less than 500 hours - 0 points</li> </ul> <p>Up to a maximum of 10 points for each PIC for up to a</p>	30 points	

	<p>maximum total of 30 points</p> <p>In order to demonstrate this experience the Bidder should complete Attachment 2 to Part 4, Proposed Pilot in Command Table or provide the equivalent information in its bid.</p>		
R5	<p>Each PIC named in M6 has experience landing on windswept, snow covered, frozen lakes and rivers with skis or wheel skis.</p> <ul style="list-style-type: none"> <li>• PIC has 1000 landings or more - 10 points</li> <li>• PIC has between 100-999 landings - 5 points</li> <li>• PIC has less than 100 landings - 0 points</li> </ul> <p>Up to a maximum of 10 points for each PIC for up to a maximum total of 30 points</p> <p>In order to demonstrate this experience the Bidder should complete Attachment 2 to Part 4, Proposed Pilot in Command Table or provide the equivalent information in its bid.</p>	30 points	
R6	<p>Each PIC named in M6 has experience landing and docking with floats on rivers.</p> <ul style="list-style-type: none"> <li>• PIC has 500 landings and dockings or more - 10 points</li> <li>• PIC has between 100-500 landings and dockings - 5 points</li> <li>• PIC has less than 100 landings and dockings - 0 points</li> </ul> <p>Up to a maximum of 10 points for each PIC for up to a maximum total of 30 points</p> <p>In order to demonstrate this experience the Bidder should complete Attachment 2 to Part 4, Proposed Pilot in Command Table or provide the equivalent information in its bid.</p>	30 points	
	<p><b>Minimum Score 75 points</b>  <b>Total Points Available: 140 points</b></p>	<b>140 points</b>	

**ATTACHMENT 2 TO PART 4**  
**PROPOSED PILOT IN COMMAND TABLE**

<b>Proposed Pilot in Command Table 1</b>		
<b>Criterion Number</b>	<b>Criteria</b>	<b>Information Required</b>
M6	Proposed Pilot in Command's full name:	Name: _____
R4	Number of hours operating the proposed aircraft named in M3:	Hours: _____
R5	Number of landings on windswept, snow covered, frozen lakes and rivers with skis or wheel skis:	Number of Landings: _____
R6	Number of landings and dockings with floats on rivers:	Number of Landings and Dockings: _____



<b>Proposed Pilot in Command Table 2</b>		
<b>Criterion Number</b>	<b>Criteria</b>	<b>Information Required</b>
M6	Proposed Pilot in Command's full name:	Name: _____
R4	Number of hours operating the proposed aircraft named in M3:	Hours: _____
R5	Number of landings on windswept, snow covered, frozen lakes and rivers with skis or wheel skis:	Number of Landings: _____
R6	Number of landings and dockings with floats on rivers:	Number of Landings and Dockings: _____

<b>Proposed Pilot in Command Table 3</b>		
<b>Criterion Number</b>	<b>Criteria</b>	<b>Information Required</b>
M6	Proposed Pilot in Command's full name:	Name: _____
R4	Number of hours operating the proposed aircraft named in M3:	Hours: _____
R5	Number of landings on windswept, snow covered, frozen lakes and rivers with skis or wheel skis:	Number of Landings: _____
R6	Number of landings and dockings with floats on rivers:	Number of Landings and Dockings: _____

**ATTACHMENT 3 TO PART 4**  
**EXTENDED RANGE TABLE**

<b>Extended Range Table</b>		
<b>Criterion Number</b>	<b>Criteria</b>	<b>Information Required</b>
R1	The Bidder's proposed aircraft has wing tip tanks for extended range?	Insert Yes or No: _____

## ATTACHMENT 4 TO PART 4

## FUEL CACHE LOCATIONS IN NUNAVUT TABLE

Fuel Cache Locations in Nunavut		
Criterion Number	Criteria	Information Required
R2	Fuel Cache Location 1:	Latitude (rounded to one decimal degree): _____ Longitude (rounded to one decimal degree): _____
R2	Fuel Cache Location 2:	Latitude (rounded to one decimal degree): _____ Longitude (rounded to one decimal degree): _____
R2	Fuel Cache Location 3:	Latitude (rounded to one decimal degree): _____ Longitude (rounded to one decimal degree): _____

**ATTACHMENT 5 TO PART 4**

**FUEL CACHE LOCATIONS IN THE NORTHWEST TERRITORIES TABLE**

<b>Fuel Cache Locations in Northwest Territories</b>		
<b>Criterion Number</b>	<b>Criteria</b>	<b>Information Required</b>
R3	Fuel Cache Location 1:	Latitude (rounded to one decimal degree): _____ Longitude (rounded to one decimal degree): _____
R3	Fuel Cache Location 2:	Latitude (rounded to one decimal degree): _____ Longitude (rounded to one decimal degree): _____
R3	Fuel Cache Location 3:	Latitude (rounded to one decimal degree): _____ Longitude (rounded to one decimal degree): _____

## **PART 5 - CERTIFICATIONS**

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](https://www.canada.ca/en/employment-social-development/canada/esdc/labour/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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:** Water Survey of Canada Air Charter Requirement

### **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 \$50,000.00

**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/PWGC *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 December 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 Comprehensive Land Claims Agreements (CLCAs)**

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

Gwich'in Comprehensive Land Claims Agreement  
Inuvialuit Final Agreement  
Sahtu Dene and Metis Comprehensive Land Claims Agreement  
Tlicho Land Claims Agreement  
Nunavut Land Claims Agreement

## **7.7 Authorities**

### **7.7.1 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.

### **7.7.2 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.

### **7.7.3 Contractor's Representative**

*To be disclosed at contract award*

## **7.8 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.

## **7.9 Payment**

### **7.9.1 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.

### **7.9.2 Authorized Travel and Living Expenses**

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

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

**7.9.3.1** 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.

**7.9.3.2** 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.

**7.9.3.3** 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.

**7.9.3.4** 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

## **7.9.4 Invoicing Instructions**

### **7.4.1 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.

## **7.10 Certifications and Additional Information**

### **7.10.1 Compliance**

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

## **7.11 Applicable Laws**

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

## **7.12 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work ;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) 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)).*

## **7.13 Insurance**

### **7.13.1 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.

#### **7.14 Replacement of Specific Individuals**

**7.14.1** 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.

**7.14.2** 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.

**7.14.3** 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 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.

## **7.15 Air Transportation**

- 7.15.1** 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.
- 7.15.2** 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.
- 7.15.3** 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.
- 7.15.4** 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).

## **7.16 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.

## **7.17 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.

## **7.18 Inspection**

For the purpose of this Clause:and  
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.

## **7.19 Dispute Resolution**



- 7.19.1** The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- 7.19.2** 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.
- 7.19.3** 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.
- 7.19.4** 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**

**Air charter Services – Fixed Wing**

**The Contractor hereby agrees to:**

**1. Background:**

Water Survey of Canada (WSC) of Environment and Climate Change Canada (ECCC) collects water quantity data. As the equipment that collects the data is dispersed across the north on remote rivers and lakes, access to a large majority of these locations requires the use of aircraft. Charters leaving Yellowknife, Northwest Territories access these remote locations in Northwest Territories and Nunavut.

**2. Objective:**

WSC requires a twin engine, fixed wing aircraft capable of transporting hydrometric technologists, herein referred to as ECCC passengers, and their equipment to remote, off strip, hydrometric sites, landing on lakes and rivers in the Northwest Territories (NT) and Nunavut (NU). The aircraft is expected to transport ECCC passengers and equipment from Yellowknife, NT to each site, stay on site with the ECCC passengers while they conduct their work of surveying, working from boats, collecting water quality samples, discharge measurements and conducting station and site maintenance.

**3. Reference Documents:**

Sites are listed in the tentative itineraries found as separate attachments.

**4. Aircraft Requirements:**

The Contractor's base of operations must have a heated indoor washroom and staging area.

The Contractor must have access to a DeHavilland DHC-6 Twin Otter 300 or equivalent.

The Aircraft will require:

- Co-Pilot
- Large cargo door to accept Yamaha Bravo Long Track (2.945m x 0.950m W x approx. 1.3m H with windshield) or 4'x8' sheets of plywood and 14' lumber
- GPS
- Altimeter Radar
- Wheel Skis/Floats/ Tundra Tires (season dependent)

Equipment consists of large, irregularly shaped containers, long/sharp objects, lumber, dangerous goods (compressed gas cylinders and gas motors boat motor, Yamaha Bravo snowmobile, generator, fuel can, etc.). Total weight, including ECCC passengers, can be up to 1200kg although space

required to accommodate the equipment will generally be exhausted before the weight threshold is exceeded.

WSC has fuel cached at the locations indicated on the itinerary. The Contractor should have access to other cached fuel in the general travel area if required (i.e. Fort Reliance) and must have fueling gear with the machine.

Each site visit can be 1-3 hours and pilots should have personal gear to reflect the weather/seasonal conditions.

**5. Tasks:**

On an as required basis, safely transport personnel and equipment to the locations in the tentative itineraries.

**6. Canada Supplied Material:**

Jet fuel at WSC fuel cache locations listed in the tentative itineraries is available to the Contractor unless otherwise stated.

**7. Official Languages:**

All communication must be in English

**8. Work Location:**

On an as required basis, trips to remote locations listed in the tentative itineraries found as separate attachments.

**9. Travel:**

All flights will initiate and finish in Yellowknife, NT.  
ECCC will not be responsible for expenses incurred to reposition the aircraft to or from Yellowknife, NT.

**10. Sustainable Procurement Considerations:**

Please provide all correspondence and deliverables including (but not limited to) documents, reports and invoices in electronic format.

**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

[B4028C](#) (2008-05-12) Air Charter Conditions

**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

TASK AUTHORIZATION (TA) FORM			
<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 Aircraft</b>			
\$ _____ Hourly Rate (A)	_____ Estimated Number of Hours (B)	\$ _____ (A*B) = (C)	
<b>8.2 Estimated Detention Fees</b>			
\$ _____ Hourly Rate (D)	_____ Estimated Number of Hours (E)	\$ _____ (D*E) = (F)	
<b>8.3 Estimated Landing Fees</b>			
\$ _____ Landing Fee (G)	_____ Estimated Number of Landings (H)	\$ _____ (G*H) = (I)	
<b>8.4 Estimated Fuel Charges</b>		\$ _____ (J)	
<b>8.5 Estimated Crew Expenses</b>		\$ _____ (K)	
<b>8.6 Estimated Total</b>		\$ _____ (J)+(K)=(L)	
<b>TA Approval</b>			
<b>9. Signing Authorities</b>			
	<b>Name, Title of Person</b>	<b>Signature</b>	<b>Date</b>

	<b>Authorized to Sign</b>		
<b>9.1 Contractor</b>			
<b>9.2 Technical Authority</b>			
<b>10. 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>			