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TITLE – REQUEST FOR STANDING OFFERS–NATIONAL MASTER STANDING OFFER FOR AIR CHARTER SERVICES

PART 1 – GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Insurance Requirements: includes specific requirements that must be addressed by Offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Requirement, the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirements and the Utilization Report.

1.2 Summary

- 1.2.1 Public Works and Government Services Canada (PWGSC) wishes to establish a National Master Standing Offer (NMSO) for the domestic and/or some international Air Charter Services of Fixed Wing Aircraft (with a seating capacity of up to fifty (50) passengers) and Rotary Wing Aircraft (helicopters) from Bases of Operations across Canada, "as and when requested" by participating Federal Government Departments and Agencies or Crown Corporations, herein referred to as "Identified Users", commencing April 1, 2003.

This method of supply will satisfy the needs of Identified Users for Air Charter Services required in the performance of their work including, but not limited to, geological and wildlife surveys, fire-fighting, passenger transport, medevac, land inspection and search and rescue.

To assist Identified Users in acquiring frequently ordered, commercially available, Air Charter Services, PWGSC is soliciting offers from interested suppliers, and will publish the prices, rates and services of all Suppliers who submitted responsive offers, in the NMSO Electronic Catalogue for Air Charter Services, which is available on the PWGSC Intranet web site to Identified Users.

1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.2.3 The requirement is limited to Canadian goods and/or services.

1.2.4 Comprehensive Land Claim Agreement (CLCA)

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, **including** areas subject to Comprehensive Land Claims Agreements (CLCAs).

If services are to be provided within an area in which a CLCA exists, then the Carrier and its subcontractors must be familiar and comply with the regulatory regimes and policies of the various jurisdictions with respect to such matters as environmental management, land use, land occupancy, water use, waste handling and disposal, fuel handling and storage, archaeological and wildlife resources, and the general practices of "doing business" in the North. It shall be the responsibility of the Carrier to determine the detailed requirements and any associated costs must be included in Offer prices.

The Carrier will agree to where possible:

- employ people who are beneficiaries of a CLCA,
- engage, as subcontractors, firms who are beneficiaries of a CLCA,
- purchase supplies from firms who are beneficiaries of a CLCA,
- rent equipment from firms who are beneficiaries of a CLCA.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Key Terms

"Carrier" The word "Carrier", as it appears herein, has the same meaning as "Offeror" and/or as "Contractor".

"Charterer" The word "Charterer", as it appears herein, has the same meaning as "Identified User".

PART 2 – OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (SACC Manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2020-05-28\) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements](#), are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006 \(2020-05-28\) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements](#), is amended as follows:

Delete: 60 days
Insert: 7 months

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC), as indicated on page 1 of the Request for Standing Offers, by following the instructions at website [Air Charter Services On-line System](#).

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

2.2.1 Air Charter Services On-line System

The Air Charter Services On-line System is an Internet based application which incorporates the Request for Standing Offer (RFSO) solicitation document, an on-line data entry system for Offerors to submit prices, rates, and services offered and the resulting terms and conditions of the National Master Standing Offer (NMSO).

The Offeror must submit its prices, rates and services offered on the Air Charter Services On-line System in accordance with the procedures outlined in Attachment 2 to Part 3 - Preparation of Offers.

2.3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required in the Attachment 3 to Part 3 – Certifications and additional information, before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 14 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

To ensure consistency and quality of information provided to Offerors, the Standing Offer Authority will provide any information with respect to significant enquiries received, and the replies to such enquiries, without revealing the sources of the enquiries, by means of a notice posted on the Air Charter Services On-line System referred to in Attachment 2 to Part 3, Preparation of Offers. It is the Offerors' responsibility to review the System during the solicitation stage to ensure it is aware of any changes/additions to the RFSO prior to Deadline Dates for Data Entry of Prices, Rates and Services offered.

2.5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

PART 3 – OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (1 soft copy to email address TPSGC.PAContactSAA-APACSCContact.PWGSC@tpsgc-pwgsc.gc.ca or 1 hard copy)
- Section II: Financial Offer (1 soft copy, entered in the [Air Charter Services On-line System](#))
- Section III: Certifications and Additional Information (1 soft copy to email address TPSGC.PAContactSAA-APACSCContact.PWGSC@tpsgc-pwgsc.gc.ca or 1 hard copy)

This Standing Offer solicitation uses Portable Document Format (PDF) technology. To access the PDF form, Offerors must have a PDF reader installed. If Offerors do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b. use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

Offerors must submit their technical offer in accordance with section 4.1.1.1 Mandatory Technical Criteria in Part 4.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Attachment 2 to Part 3 – Preparation of Offers.

Section III: Certifications and Additional Information

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

- a. Offerors should complete their Certifications and Additional Information by using the PDF fillable form in Attachment 3 to Part 3 - Certifications and Additional Information.
- b. Offerors should complete the interactive form electronically before printing the document for submission. Offerors should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c. The form should be signed.

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Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 1 TO PART 3 – REQUEST FOR STANDING OFFER APPLICATION FORM

See attached PDF fillable Form – Attachment 1 to Part 3.pdf

ATTACHMENT 2 TO PART 3 – PREPARATION OF OFFERS

A2.1 Air Charter Services On-Line System

The Offeror must follow the process detailed in [Offerors' Corner On-Line – Sign in](#) in the [Air Charter Services On-line System](#) for the data entry of its prices, rates and services offered.

The data entry and maintenance of the Offeror's prices, rates and services submitted on the Air Charter Services On-line System is the sole responsibility of each individual Offeror. Security of the Offeror's data is protected by a login and password process.

A2.2 Deadline Dates for Data Entry and Updates of Prices, Rates and Services

Offerors' prices, rates and services must be completed on the Air Charter Services On-line System by the dates shown in the left column, in order to meet the corresponding Publishing Dates for the NMSO Electronic Catalogue web site indicated in the right column. Offerors will not have access to the Air Charter Services On-line System during the period between the Deadline Dates and the Publishing Dates as this time frame is reserved for the verification and uploading of Offeror data to the NMSO Electronic Catalogue's web site.

Important dates for data entry and publishing

Deadline Dates for Data Entry	Publishing Dates
April 18th	June 1st
October 18th	December 1st

Once the applicable Supply Period has commenced, Offerors will regain access to the Air Charter Services On-line System to modify their prices, rates and services. This update process will be governed by the above pre-set database shut down Dates for Data Entry.

A2.3 Supply Periods

Offerors' prices and rates must remain firm for the duration of each Supply Period as follows:

Supply Period dates

From	To
June 1st	November 30th
December 1st	May 31st

Should an Offeror choose not to update its prices, rates and services by the Deadline Dates for Data Entry, the Air Charter Services On-line System will automatically transfer its current information to the next Supply Period.

Notwithstanding the foregoing, the Offeror must, at a minimum, access the Air Charter Services On-line System **once** during a consecutive twelve month period to update or confirm the validity of the data, or the Offeror may be removed from the System. Removal of an Offeror from the System will not relieve the Offeror from completing any call-up(s) which may be in place at the time of the removal.

New Offerors, meeting all the mandatory criteria of the RFSO, may be included on the Air Charter Services On-line System for the next applicable Supply Period, under the same terms and conditions.

A2.4 Changes/Additions to the Terms and Conditions

Any changes/additions to the RFSO Terms and Conditions will be posted on the Air Charter Services On-line System. It is the responsibility of all Offerors to access the System **during** the Supply Period, and **before** the Deadline Dates for Data Entry to ensure awareness of these changes/additions.

Should an Offeror disagree with any changes/additions to the RFSO Terms and Conditions, the Offeror has the option of withdrawing its Standing Offer in accordance with the provisions of "06 Withdrawal", as set out in SACC Manual clause [2005 \(2017-06-21\) General Conditions – Standing Offers – Goods or Services](#).

Should the Offeror not advise the Standing Offer Authority of the proposed withdrawal from the Air Charter Services On-line System, all changes to prices, rates and services or the use of prices, rates and services under the terms of the previous RFSO, will be deemed to have been offers that are subject to the new version of the RFSO.

A2.5 Proposed Basis of Payment

A2.5.1 Prices and Rates: Prices and rates must remain firm for the duration of each Supply Period. In all cases, prices and rates shall be in Canadian dollars, taxes and Air Transportation Tax (if applicable) excluded, all applicable Customs Duties and Excise taxes included. In all cases, prices and rates must be firm, **exclude** fuel, but **include** lubricants.

The Carrier will not be permitted to increase or decrease its hourly rate and mileage rate for the duration of each Supply Period.

A2.5.2 Positioning and Depositioning Fees: Will be paid to (positioning) and/or from (depositioning) the mutual-agreed-upon point of hire.

A2.5.3 Fuel Charges: Fuel charges are **not included** in the rates. Fuel charges shall be reimbursed at cost, supported by receipts, with no allowance for overhead or profit.

A2.5.4 Crew Expenses: When the nature of the Charter requires the Carrier's personnel to stay overnight away from the Carrier's Base of Operations (this includes weather conditions), the Carrier shall be reimbursed for actual expenses incurred, supported by receipts (receipts not required for meals), with no allowance for overhead or profit.

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

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

A2.5.5 Airport Fee, NavCan Charges, Air Travellers Security Charge and Miscellaneous Charges:

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

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

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

A2.5.6 DATA ENTRY OF PRICES, RATES AND SERVICES ON THE *AIR CHARTER SERVICES ON-LINE SYSTEM* MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING:

A2.5.6.1 FIXED WING AIRCRAFT ONLY:

- a. **Base of Operations:** Indicate the Base of Operations where services offered will be available for the duration of the applicable Supply Period. A Base of Operations is a base where aircraft and crew are available and includes a permanent staffed office with telephone number and facilities. If this base is not available from the list provided on the System, contact the Standing Offer Authority to have the base created.
- b. **Aircraft Model:** Indicate the aircraft model offered pursuant to the models shown in the list provided on the System. If the model the Carrier wishes to offer is not listed, contact the Standing Offer Authority to have the required aircraft model added.
- c. **Number of Passengers:** Indicate the maximum number of passengers, **excluding** the pilot. If configured for cargo, indicate zero (0) for no passengers.
- d. **VFR or IFR:** Indicate if Visual Flight Rules (VFR) or Instrument Flight Rules (IFR). If both VFR and IFR applies, choose IFR.
- e. **Number of Engines:** Indicate number of engines.
- f. **Pressurized:** Indicate if pressurized or not.
- g. **Landing Gear:** Indicate the Landing Gear pursuant to the types shown in the list provided on the System.

A2.5.6.1.1 Data Entry of Prices, Rates and Services must be submitted on the *Air Charter Services On-line System* in accordance with the following interpretation of the rates:

The following information is required for each type of Landing Gear available on the aircraft offered:

- i. **Rate per Hour of "Air Time":** This rate shall be applied in accordance with paragraph 7.1 of the [B4028C \(2008-05-12\) Air Charter Conditions](#).
- ii. **Rate per Statute Mile:** This rate shall be applied in accordance with paragraph 8.1 and paragraph 9 of the [B4028C \(2008-05-12\) Air Charter Conditions](#).

Discounts: If applicable, a volume discount on the hourly rate or the mileage rate based on pre-established minimums within a determined period can be offered.

Each Carrier determines the applicable discount and the minimum number of hours or miles and period for which discounts apply. Up to three (3) volume discounts can be offered.

Off-Season Rates and Period: If applicable, off-season rates can be offered. Dates must be included to reflect the period during which the off-season rates apply.

- iii. **Minimum Charge per Flight:** Will apply when the charges for flying are less than the applicable minimum charge per flight. Should the Carrier wish **not to charge a minimum charge per flight**, indicate zero (\$0.00).
- iv. **Detention Free Time:** Is holding time accumulated by using the aircraft and which can be deducted from the applicable total Detention Time charged to the Charterer.
- Should the Carrier **wish to offer Free Detention Time**, indicate the number of hours in both fields and complete the Detention Charge per Hour and Detention Charge per Day.
- Should the Carrier **wish not to offer Free Detention Time**, indicate zero (0) in both fields, and complete the Detention Charge per Hour and Detention Charge per Day.
- Should the Carrier **wish not to charge for Detention Time**, indicate 24 in both fields, and do not complete the Detention Charge per Hour and Detention Charge per Day.
- v. **Detention Charge per Hour:** Hourly rate charged to the Charterer only when the aircraft is detained by the Charterer beyond the Detention Free Time provided under **Item (iv)**. The total charge for a day must not exceed the daily rate under **Item (vi)**.
- vi. **Detention Charge per Day:** Daily rate charged to the Charterer only when the aircraft is detained by the Charterer beyond the Detention Free Time provided under **Item (iv)**. Any charges for flying on that day shall be deducted from the total Detention Charge per Day.
- vii. **Number of Free Landing(s) per Charter INCLUDING Final Landing:** Indicate the number of Free Landings (number **cannot** be lower than one (1)) permitted during one Charter period. The landings may be cumulative on the hours flown (i.e. 1/hr). If there is no charge, indicate "Unlimited". The landings referred to are those made pursuant to a request by the Charterer.
- viii. **Charge per Additional Landing:** Will apply when landings in addition to the Free Landings permitted under **Item (vii)**, are made pursuant to a request by the Charterer. If "Unlimited" is applicable under **Item (vii)**, indicate zero (\$0.00). Landing charges must not apply to the landings made upon positioning or depositioning of the aircraft after completion of the work provided for in the charter.
- ix. **Cruise Speed:** Indicate speed in statute miles per hour.
- x. **Estimated Fuel Consumption:** Indicate in litres per hour.
- xi. **Estimated Fuel Consumption:** Indicate in litres per mile.
- xii. **Cancellation Conditions:** Indicate a firm percentage. If not applicable, indicate 0%.

Without restricting any other term and condition, any call-up may be terminated in whole or in part by Canada giving written notice at least forty-eight (48) hours prior to the requested air charter services start time. There shall be no charge to Canada for such termination. If the cancellation is made within less than forty-eight (48) hours prior to the requested Charter start time, the cancellation charge will apply and be calculated as follows: percentage indicated multiplied by the total estimated Charter cost, **excluding** Fuel, Crew Expenses, Airport Fee, NavCan charges, Air Travellers Security Charge and Miscellaneous Charges.

- xiii. **Equipment and Services:** Indicate the equipment and services **included** in the prices and rates offered pursuant to the list provided on the System.
- xiv. **Other Available Equipment and Services:** Indicate other available equipment and services. If you wish to charge for a particular additional equipment or service, a **Firm Charge** must be indicated.

A2.5.6.2 ROTARY WING AIRCRAFT ONLY:

- a. **Base of Operations:** Indicate the Base of Operations where services offered will be available for the duration of the applicable Supply Period. A Base of Operations is a base where aircraft and crew are available and includes a permanent staffed office with telephone number and facilities. If this base is not available from the list provided on the System, contact the Standing Offer Authority to have the base created.
- b. **Aircraft Model:** Indicate the aircraft model offered pursuant to the models shown in the list provided on the System. If the model the Carrier wishes to offer is not listed, contact the Standing Offer Authority to have the required aircraft model added.
- c. **Number of Passengers:** Indicate the maximum number of passengers, **excluding** the pilot.
- d. **VFR or IFR:** Indicate if Visual Flight Rules (VFR) or Instrument Flight Rules (IFR). If both VFR and IFR applies, choose IFR.
- e. **Number of Engines:** Indicate number of engines.
- f. **Cruise Speed:** Indicate the cruise speed in miles per hour.
- g. **Estimated Fuel Consumption:** Indicate the fuel consumption in litres per hour.

A2.5.6.2.1 Data Entry of Prices, Rates and Services must be submitted on the *Air Charter Services On-line System* in accordance with the following interpretation of the rates:

- i. **Rate Per Hour of "Air Time":** This rate shall be applied in accordance with paragraph 7.1 of the [B4028C \(2008-05-12\) Air Charter Conditions](#).

Discounts: If applicable, a volume discount on the hourly rate based on a pre-established minimum number of hours within a determined period can be offered.

Each Carrier determines the applicable discount and the minimum hours and time period applicable. Up to three (3) volume discounts can be offered.

Off-Season Rates and Period: If applicable, off-season rates can be offered. Dates must be included to reflect the period during which the off-season rates apply.

- ii. **Equipment and Services:** Indicate the equipment and services **included** in the prices and rates offered pursuant to the list provided on the System.
- iii. **Other Available Equipment and Services:** Indicate other available equipment and services. If you wish to charge for a particular additional equipment or service, a **Firm Charge** must be indicated.

- iv. **Daily Minimums:** Indicate the number of hours per day that applies for each month of the year.

Conditions: If applicable, daily minimums shall be charged as follows:

- a. 50% of the Daily Minimum offered when services provided are between sun-up and 1:00 p.m. the same day.
- b. 50% of the Daily Minimum offered when services provided are between 1:00 p.m. and sun-down the same day.
- c. For situations where **(a)** or **(b)** do not apply, the Daily Minimum will be charged in its entirety when the aircraft is under control of the Charterer for more than six (6) hours.
- d. The Daily Minimum will be averaged over the Charter period when the aircraft is under the control of the Charterer for more than one day. If the Charter period is extended, the Daily Minimum will be added to each day of the extension and averaged over the revised Charter period.

In locations where daylight hours exceed the flight duty time limitation and rest periods defined in CARS 700.16, and where double crewing may be required, an additional amount may have been added to the Daily Minimum to cover the cost of additional crew.

- v. **Cancellation Conditions:** Indicate a firm percentage. If not applicable, indicate 0%.

Without restricting any other term and condition, any call-up may be terminated in whole or in part by Canada giving written notice at least forty-eight (48) hours prior to the requested air charter services start time. There shall be no charge to Canada for such termination. If the cancellation is made within less than forty-eight (48) hours prior to the requested Charter start time, the cancellation charge will apply and be calculated as follows: percentage indicated multiplied by the total estimated Charter cost **excluding** Fuel, Crew Expenses, Airport Fee, NavCan Charges, Air Travellers Security Charge and Miscellaneous Charges.

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File No. - N° du dossier

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Buyer ID - Id de l'acheteur

102zl

CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 3 TO PART 3 – CERTIFICATIONS AND ADDITIONAL INFORMATION

See attached PDF fillable Form - Attachment 3 to Part 3.pdf

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Offeror must submit the following documentation to the Standing Offer Authority (SOA), at least one working day prior to commencement of the applicable Supply Period indicated in Attachment 2 to Part 3, Preparation of Offers, by email or by facsimile or by mail at the SOA contacts listed in Part 7 – Standing Offer and Resulting Contract Clauses:

- a. **a completed and signed Request for Standing Offer Application Form** (Attachment 1 to Part 3 of this RFSO document) as per the Acceptance of Terms and Conditions clause of the Request for Standing Offer. In the event of an offer submitted by a contractual joint venture, the offer shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture.
- b. a copy of the Offeror's current **Air Operator Certificate** issued by Transport Canada, OR, if another Carrier will operate the air charter service on behalf of the Offeror, a copy of the operating Carrier's **Air Operator Certificate** issued by Transport Canada.
- c. a copy of the Offeror's current **Domestic Licence** and/or **International Licence** issued by the Canadian Transportation Agency, if those licences are required in order to provide the offered service, AND, if another Carrier will operate the air charter service on behalf of the Offeror, a copy of the operating Carrier's current **Domestic Licence** and/or **International Licence** issued by the Canadian Transportation Agency, if those licences are required in order to provide the offered service.
- d. a copy of the Offeror's **Insurance Certificate** confirming that it meets the requirements listed in Annex "C", Insurance Requirements, OR, if another Carrier will operate the air charter service on behalf of the Offeror, a copy of the operating Carrier's **Insurance Certificate** confirming that it meets the requirements listed in Annex "C", Insurance Requirements.

4.1.2 Financial Evaluation

The Offeror must submit a Proposed Basis of Payment meeting the requirements of this Request for Standing Offer. All information related in any way to prices, rates and services offered, **MUST** be submitted on the [Air Charter Services On-line System](#), in accordance with Attachment 2 to Part 3, Preparation of Offers, and with Annex "B", Basis of Payment. This information **WILL NOT** be accepted by any other method.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

All responsive offers will be recommended for issuance of a Standing Offer and the prices, rates and services of all responsive Offerors will be published in the NMSO Electronic Catalogue for Air Charter Services, which is available to Identified Users on the PWGSC Intranet web site.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information, to be issued a standing offer, by using the Attachment 3 to Part 3.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Requirements for the Set-Aside Program for Aboriginal Business

Annex 9.4 of the *Supply Manual* details the [Requirements for the Set-Aside Program for Aboriginal Business](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4). See <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4> .

Aboriginal Offerors meeting the [Requirements for the Set-Aside Program for Aboriginal Business](#) outlined in Annex 9.4 will be identified in the National Master Standing Offer catalogue, thus providing a complete picture of the status of Carriers vis-à-vis the availability of service from Aboriginal businesses. Awareness of this may help client departments stimulate job creation and economic growth for Aboriginal communities.

If the Offeror wishes to be identified as an Aboriginal Business that meets the [Requirements for the Set-Aside Program for Aboriginal Business](#), it must:

- a. review the requirements described in the above-mentioned annex; and
- b. complete the Attachment 3 to Part 3, Certification Requirements for the Set-aside Program for Aboriginal Business; and
- c. only if requested by the Standing Offer Authority, complete the Attachment 3 to Part 3, Owner/Employee Certification – Set-aside for Aboriginal Business.

Since the proposed National Master Standing Offer is an unfunded requirement, it is not part of a specific set-aside plan. This initiative is done on a voluntary basis only.

PART 6 – INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "C".

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

PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

7A. STANDING OFFER

7A.1 Offer

7A.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

7A.2 Security Requirements

7A.2.1 There is no security requirement applicable to this Standing Offer.

7A.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (SACC Manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7A.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7A.3.2 Periodic Usage Reports – Standing Offer

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in the annex entitled Annex "D"- Utilization Report. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a triannual basis to the Standing Offer Authority.

The triannual reporting periods are defined as follows:

- 1st period: April 1 to July 31;
- 2nd period: August 1 to November 30;
- 3rd period: December 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

7A.4 Term of Standing Offer

7A.4.1 Period of the Standing Offer

Any resulting Standing Offer will be valid for a period of six months, commencing on its Publishing Date, and will be renewed automatically unless withdrawn by the Offeror or revised in accordance with the terms and conditions of the Standing Offer.

The period for making call-ups against the Standing Offer is from its Publishing Date to May 31, 2023.

7A.4.2 Extension of Standing Offer

Because the Standing Offer is authorized for use beyond the initial period, the Offeror, unless it withdraws its offer, offers to extend its offer to the end of the final Supply Period, under the same conditions and at the rates or prices specified in the Standing Offer.

7A.4.3 Publication of Resulting Standing Offers

PWGSC will publish Standing Offers on **December 1, 2016** and on **June 1, 2017** (herein referred to as "Publishing Dates"). This process will then be repeated annually.

7A.4.4 Revision and Update of Resulting Standing Offers

7A.4.4.1 Offerors' prices, rates and services must be completed on the [Air Charter Services On-line System](#) by **April 18th** and **October 18th** of each year (herein referred to as "Deadline Dates for Data Entry"), in order to meet the applicable Publishing Dates. Offerors will not have access to the Air Charter Services On-line System during the period between the Deadline Dates and the Publishing Dates as this time frame is reserved for the verification and uploading of Offeror data to the NMSO Electronic Catalogue's web site.

7A.4.4.2 Notwithstanding the foregoing, the Offeror must, as a minimum, access the Air Charter Services On-line System, once during a consecutive twelve month period to update or confirm the validity of the data, or the Offeror may be removed from the System. Removal of an Offeror from the System will not relieve the Offeror from completing any call-up(s) which may be in place at the time of the removal.

7A.4.5 Comprehensive Land Claim Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

7A.5 Authorities

7A.5.1 Standing Offer Authority

The Standing Offer Authority is:

Dominik Giroux
Supply Specialist
Public Services and Procurement Canada
Procurement Branch
Traffic Management Directorate

L'Esplanade Laurier, East Tower 7th Floor
140 O'Connor Street
Ottawa, Ontario
K1A 0R5

Telephone: 873-355-3890

E-mail address: TPSGC.PAContactSAA-APACSContact.PWGSC@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he/she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7A.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7A.5.3 Offeror's Representative

The Offeror's Representative will be published in the electronic Catalogue for Air Charter Services, a website located at <http://aircharter.pwgsc.gc.ca> and accessible only to federal government Identified Users.

7A.6 Proactive Disclosure of Contracts with Former Public Servants

[If the Contractor is a former public servant as described below, the following clause applies:]

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: 2012-2 of the Treasury Board Secretariat of Canada.

7A.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

7A.8 Call-up Procedures

7A.8.1 Authority to Call-up Services

In all instances, the Identified User is responsible for ensuring that:

- a. sufficient funds are available for the services called up;
- b. the maximum value for individual call-ups made pursuant to the Standing Offer is not exceeded;

- c. the services received are as specified in the Standing Offer; and
- d. the invoiced rates are in accordance with the Standing Offer.

7A.8.2 Detailed Carrier-selection Process

7A.8.2.1 Competitive Call-up Process

The Identified User must use the following carrier-selection process to select the Contractor (Carrier) to provide the required air charter service:

- a. The Identified User must first access the National Master Standing Offer (NMSO) for Air Charter Services (ACS) Catalogue website: <http://aircharter.pwpsc.gc.ca>.

Note: To protect the integrity of the Offers, only federal government Identified Users have access to the NMSO for ACS Catalogue website. The Catalogue is a consolidation of complete details of all Offers from all Standing Offer Holders (Carriers).

- b. Then, using a combination of relevant parameters to define its required air charter services, including Province/Territory, Base of Operations, Number of Passengers, Equipment Type (e.g. float) and Service Type (e.g. air ambulance), the Identified User must:
 - i. identify the three Carriers offering either:
 - 1) the lowest **rate per statute mile**, taking into account any discount and off-season rate, for fixed-wing aircraft for point-to-point flights where distances are measurable; or
 - 2) the lowest **rate per hour of air time**, taking into account any discount and off-season rate, for rotary-wing aircraft or for fixed-wing aircraft where flight distances are not measurable, or when required for the purpose of the work; and
 - ii. send all three Carriers a Statement of Work and request from each one:
 - 1) confirmation of availability to perform the work; and
 - 2) a detailed quote estimate, as described in paragraph b. of 7A.8.3 Call-up Process, that is based on the Carrier's Standing Offer; and
 - iii. select the Carrier offering the **lowest overall total cost**, including applicable taxes.
- c. If the service is not available from the Carrier offering the lowest rate, then the Carrier offering the next lowest rate for the required service must be selected, and the Identified User must document its files accordingly in order to justify the Carrier selection.
- d. Should the required service not be available at the required Base of Operations, the Identified User may consider nearby Bases of Operations and must follow the above carrier-selection process to select the Carrier, and again must document its files accordingly. In this case, the Identified User may be required to pay positioning and/or depositioning fees to bring the aircraft to the required Base of Operations. The positioning and/or depositioning fees will be paid to (positioning) and/or from (depositioning) the mutually-agreed-upon point of hire between the two parties, the Identified User and the selected Carrier. Positioning and/or depositioning fees should only be paid once for each charter. A multi-day charter from a

specific Base of Operations does not entitle the Carrier to fly back to its base of origin each day.

- e. The Identified User must follow the carrier-selection process, must document that process for each call-up and must make that documentation available to the PWGSC Standing Offer Authority upon request.

7A.8.2.2 Directed Method for Requirements of \$40,000.00 or below

For call-ups estimated at or below \$40,000.00 (applicable taxes and any amendments included), Identified Users may direct the call-up to any of the qualified Offerors in the National Master Standing Offer for Air Charter Services, in accordance with the [Government Contracts Regulations](#).

7A.8.3 Call-up Process

- a. The Identified User must provide a description of the required air charter service to the selected Carrier in sufficient detail to enable the Carrier to submit an accurate price proposal (quote) with a cost breakdown. The description should include, but may not be limited to, the following information (as applicable): itinerary (start and end dates of charter, flying destinations, etc.), point of hire, departing Base of Operations, specific aircraft model (selected because it offered the lowest rate for the required service), number of passengers, specific equipment (e.g. float) or service (e.g. air ambulance), detention (waiting) time, (i.e. hours, days), crew expenses (e.g. overnight stay, if meals and accommodations will be provided by the Identified User), transportation of dangerous goods, additional insurance (e.g. all risk property in transit insurance), and any other relevant information.
- b. The Identified User must request from the Carrier a detailed quote, based on the required air charter service description provided to the Carrier, including a breakdown of all firm costs and estimated costs (e.g. fuel), and the Identified User must request that the quote be based on the Carrier's current Standing Offer in the NMSO for ACS, the Offer that is in effect on the date of the call-up. The Identified User should advise the Carrier that the Identified User is requesting quotes from more than one Carrier and that it will select the Carrier offering the lowest overall total cost, as long as that cost is based on the Carrier's Standing Offer rates, which are firm and exclude fuel but include lubricants.
- c. The Identified User must advise the Carrier that, in order to be considered for the award of a call-up, the Carrier must meet the following deadlines when responding to a request for quote from the Identified User:
 - i. For urgent charter requirements (i.e. charter requirements within the following eight calendar days): The Carrier must provide its quote, including cost breakdown, within one business day following receipt of the request; OR
 - ii. For all other charter requirements: The Carrier must provide its quote, including cost breakdown, within five business days following receipt of the request.
- d. The Identified User must advise the Carrier that any quote the Carrier submits after the required deadline will not be considered unless the Identified User's subsequent request for quotes from one or more other Carriers do not result in receipt of an acceptable quote within their respective deadlines.

- e. The Identified User must request that the Carrier respond in writing, within the applicable deadline listed above, to either provide the quote or to confirm that it cannot provide the required air charter service.
- f. If no written response is received from the first Carrier by the required deadline, or if that Carrier confirms that it cannot provide the required air charter service, the Identified User must follow the detailed carrier-selection process above and then contact the Carrier offering the next lowest rate at the required Base of Operations. Continue this process until more than one Carrier at that Base of Operations provides a quote. After following the above process at the required Base of Operations, if the required service is not available at that Base of Operations, then the Identified User may consider nearby Bases of Operations to select a Carrier, again following the detailed carrier-selection process above.
- g. When a Carrier quote including cost breakdown is received, the Identified User must compare it to the Carrier's current Offer in the NMSO for ACS Catalogue in order to confirm that the rates are in accordance with the Carrier's current Offer. All discrepancies must be corrected prior to issuance of a call-up.

The applicable rates are the rates valid on the date when form PWGSC-TPSGC 942, Call-up Against a Standing Offer (or equivalent) is sent to the carrier and not those in effect on the date that the air charter services are performed (i.e. if form PWGSC-TPSGC 942, Call-up Against a Standing Offer (or equivalent) is sent to the carrier on May 1st but the air charter services will take place on June 15th, the applicable rates for invoicing are those in effect on May 1st, not on June 15th).

- h. The Identified User must follow the call-up process, must document that process for each call-up and must make that documentation available to the PWGSC Standing Offer Authority upon request.

7A.8.4 Selection of an Aboriginal Business under the Procurement Strategy for Aboriginal Business (PSAB)

- a. If the Identified User has decided to procure the required air charter service under PSAB, it can do so by choosing a Contractor identified as Aboriginal in the NMSO for ACS Catalogue. The Identified User may consult with Indian and Northern Affairs Canada (INAC), the federal government department responsible for this program, to confirm that the Carrier is an Aboriginal Business and that it meets all of the requirements of the said program. The Identified User must still follow the above carrier-selection process to select the Aboriginal Business Carrier offering the lowest rate, taking into account any discount and off-season rate.
- b. In order to be considered as an Aboriginal Business under PSAB, a Carrier must self-identify as such when it registers online to obtain a Standing Offer and, as long as the Carrier completes the required Certification(s), it will be so identified in the NMSO for ACS Catalogue. Public Works and Government Services Canada (PWGSC) does not further investigate the Carrier's status nor keep this information up-to-date in the said Catalogue. It is the responsibility of the Identified User to contact INAC and confirm the Aboriginal Business Status. In order to confirm the status of the carrier, INAC may have to proceed to a verification which the carrier has agreed to in completing and signing the PSAB Certification documents.

7A.8.5 Call-up Approval

- a. The financial limitation for individual call-ups raised by an Identified User against the National Master Standing Offer for Air Charter Services must not exceed \$100,000.00 (taxes included), unless pre-authorized by PWGSC.
- b. If the total estimated cost of the required air charter service is not greater than \$100,000.00 (taxes included), the Identified User will prepare and approve the call-up using form PWGSC-TPSGC 942, Call-up Against a Standing Offer (or equivalent).
- c. If the total estimated cost of the required air charter service is over \$100,000.00 but not greater than \$400,000.00 (taxes included), the Identified User must request a delegated increase in the financial limitation from the PWGSC Standing Offer Authority for that particular call-up. Once the delegated increase is approved by PWGSC, the Identified User will prepare and approve the call-up using form PWGSC-TPSGC 942, Call-up Against a Standing Offer (or equivalent).
- d. If the total estimated cost of the required air charter service is over \$400,000.00 (taxes included), the Identified User will prepare the call-up using form PWGSC-TPSGC 942, Call-up Against a Standing Offer (or equivalent), and then forward it to the PWGSC Standing Offer Authority for PWGSC approval. After verification of adherence to the carrier-selection and call-up processes, PWGSC will approve and return the call-up form to the Identified User.

7A.8.6 Call-up Authorization

After the form PWGSC-TPSGC 942, Call-up Against a Standing Offer (or equivalent) has been approved by the Identified User's department or agency or Crown corporation or by PWGSC, the Identified User must send it to the Carrier as authorization that a contract has been entered into, after which the required air charter service may begin.

7A.9 Call-up Instrument

The Work will be authorized or confirmed by Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The following form could be used, which is available through the [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer; or
3. An equivalent form or electronic call-up document could be used, which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery
 - confirmation that the funds are available under section 32 of the *Financial Administration Act*;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7A.10 Limitation of Call-ups

7A.10.1 For low dollar value requirements where a Canada acquisition card is being used, Identified Users must refer to their own departmental financial delegation.

7A.10.2 Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

7A.10.3 Exceptions to the Individual Call-up Limit: The Standing Offer Authority may authorize a higher individual call-up limit for exceptional circumstances.

7A.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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21) General Conditions – Standing Offers – Goods or Services;
- d) the general conditions 2010B (2020-05-28) General conditions: Professional services (medium complexity);
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Utilization Report;
- i) the Offeror's offer.

7A.12 Certifications and Additional Information

7A.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7A.12.2 SACC Manual Clauses

M3060C (2008-05-12) Canadian Content Certification

7A.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. *[If the Offeror specified a different province or territory in its offer, it is that province or territory that applies].*

7B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7B.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7B.2 Standard Clauses and Conditions

7B.2.1 General Conditions

2010B (2020-05-28) General conditions: Professional services (medium complexity) apply to and form part of the Contract.

[If payment by credit cards is accepted by the Contractor, the following clause applies:]

Section 15 Interest on Overdue Accounts, of 2010B (2020-05-28) General conditions: Professional services (medium complexity) will not apply to payments made by credit cards.

Add to 2010B (2020-05-28) General conditions: Professional services (medium complexity), as subsection 5 to section 25, the following:

5. Cancellation of Flights: If the Carrier has submitted to Canada a cancellation condition that is acceptable to Canada and will form part of the Contract, the foregoing of subsection 2 will not apply and the Carrier, as a result of a notice mentioned in subsection 1, will be paid cancellation cost in accordance with the provisions of the said cancellation policy.

7B.3 Term of Contract

7B.3.1 Period of the Contract

The period of the Contract is from date of Contract to May 31, 2023, inclusive.

7B.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7B.4 Proactive Disclosure of Contracts with Former Public Servants

[If the Contractor is a former public servant as described below, the following clause applies:]

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: 2012-2 of the Treasury Board Secretariat of Canada.

7B.5 Payment

7B.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations, the Contractor will be paid in accordance with the Basis of Payment as set out in Annex "B".

7B.5.2 Single Payment

H1000C (2008-05-12) Single Payment

7B.5.3 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

7B.5.4 Electronic Payment of Invoices – Call-up

[If the Contractor agreed, in its RFSO, to accept electronic payment, the following clause will apply but must be amended to only include the methods of payment accepted by the Contractor:]

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7B.6 Invoicing Instructions

7B.6.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Each invoice must show:

- a. all applicable information as detailed under the section entitled "Invoice Submission" of the general conditions;
- b. the total amount payable based on the Basis of Payment;
- c. the name and address of the client department as shown on the call-up;
- d. the Standing Offer number;
- e. the call-up number;
- f. all direct expenses, supported by a copy of invoice

7B.6.2 Each original invoice for flying must be supported by charter tickets signed by the Charterer after each flight, showing that the service covered by the invoice has been completed in accordance with the Contract.

7B.6.3 The original and one copy of the invoice must be forwarded to the consignee for certification and payment.

7B.7 Insurance Requirements

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

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

If requested, the Contractor must forward to the Contracting Authority within ten 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.

7B.8 SACC Manual Clauses

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

[B4030C \(2006-06-16\) Aircrew Requirements – Fixed Wing Aircraft](#)

[B4031C \(2006-06-16\) Aircrew Requirements – Rotary Wing Aircraft](#)

[B4032C \(2006-06-16\) Safety Briefing](#)

[D5324C \(2007-11-30\) Inspection](#)

[If the Contractor has self-identified as being an Aboriginal Business, the following clause applies:]

[A3000C \(2014-11-27\) Aboriginal Business Certification](#)

7B.9 Air Transportation

7B.9.1 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, both the Contractor, in whose name the Standing Offer is issued, and the Carrier operating the air charter service on behalf of the Contractor, if applicable, must hold a valid domestic and/or international licence (if required to provide the offered service), issued by the Canadian Transportation Agency, and the Carrier operating the air charter service must hold a valid Air Operator Certificate issued by Transport Canada.

7B.9.2 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.

7B.9.3 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.

7B.9.4 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).

7B.10 Comprehensive Land Claim Agreement (CLCA)

If services are to be provided within an area in which a CLCA exists, then the Carrier and its subcontractors must be familiar and comply with the regulatory regimes and policies of the various jurisdictions with respect to such matters as environmental management, land use, land occupancy, water use, waste handling and disposal, fuel handling and storage, archaeological and wildlife resources, and the general practices of "doing business" in the North. It shall be the responsibility of the Carrier to determine the detailed requirements and any associated costs must be included in Offer prices.

The Carrier will agree to where possible:

- employ people who are beneficiaries of a CLCA,
- engage, as subcontractors, firms who are beneficiaries of a CLCA,
- purchase supplies from firms who are beneficiaries of a CLCA,
- rent equipment from firms who are beneficiaries of a CLCA.

7B.11 Examination of Contractor's Capability

The Contractor agrees that, representatives of Canada may conduct, at their discretion, a survey of its facilities, to determine the technical capabilities for performance of the Work described herein. The Contractor hereby agrees to make its facilities, including its resources and documentation, available for this purpose.

7B.12 Site Regulations

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the Work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

ANNEX "A"

STATEMENT OF REQUIREMENT

Public Works and Government Services Canada (PWGSC) wishes to establish a National Master Standing Offer (NMSO) for the domestic and/or some international Air Charter Services of Fixed Wing Aircraft (with a seating capacity of up to fifty (50) passengers) and Rotary Wing Aircraft (helicopters) from Bases of Operations across Canada, "as and when requested" by participating Federal Government Departments and Agencies or Crown Corporations, herein referred to as "Identified Users", commencing April 1, 2003.

This method of supply will satisfy the needs of Identified Users for Air Charter Services required in the performance of their work including, but not limited to, geological and wildlife surveys, fire-fighting, passenger transport, medevac, land inspection and search and rescue.

To assist Identified Users in acquiring frequently ordered, commercially available, Air Charter Services, PWGSC is soliciting offers from interested suppliers, and will publish the prices, rates and services of all responsive Offerors in the NMSO electronic Catalogue for Air Charter Services, which is available on the PWGSC Intranet web site to Identified Users.

ANNEX "B"

BASIS OF PAYMENT

B1. Supply Periods

Offerors'/Contractors' prices and rates must remain firm for the duration of each Supply Period as follows:

Supply Period dates

From	To
June 1st	November 30th
December 1st	May 31st

Should an Offeror/Contractor choose not to update its prices, rates and services by the Deadline Dates for Data Entry, the [Air Charter Services On-line System](#) will automatically transfer its current information to the next Supply Period.

Notwithstanding the foregoing, the Offeror/Contractor must, at a minimum, access the Air Charter Services On-line System, **once** during a consecutive twelve month period to update or confirm the validity of the data, or the Offeror/Contractor may be removed from the System. Removal of an Offeror/Contractor from the System will not relieve the Offeror/Contractor from completing any call-up(s) which may be in place at the time of the removal.

B2. Changes/Additions to the Terms and Conditions

Any changes/additions to the RFSO Terms and Conditions will be posted on the Air Charter Services On-line System. It is the responsibility of all Offerors/Contractors to access the System **during** the Supply Period, and **before** the Deadline Dates for Data Entry to ensure awareness of these changes/additions.

Should an Offeror/Contractor disagree with any changes/additions to the RFSO Terms and Conditions, the Offeror/Contractor has the option of withdrawing its Standing Offer in accordance with the provisions of "06 Withdrawal", as set out in SACC Manual clause [2005 \(2017-06-21\) General Conditions – Standing Offers – Goods or Services](#).

Should the Offeror/Contractor not advise the Standing Offer Authority of the proposed withdrawal from the Air Charter Services On-line System, all changes to prices, rates and services or the use of prices, rates and services under the terms of the previous RFSO, will be deemed to have been offers that are subject to the new version of the RFSO.

B3. Prices and Rates

The prices and rates applicable to a Standing Offer and a Call-up against that Standing Offer are those that the Offeror/Contractor entered in the Air Charter Services On-line System and that are subsequently published in the Catalogue for Air Charter Services, a website located at <http://aircharter.pwgsc.gc.ca> and accessible only to federal government Identified Users.

B4. Terms and Conditions

B4.1 Prices and Rates: Prices and rates must remain firm for the duration of each Supply Period. In all cases, prices and rates shall be in Canadian dollars, taxes and Air Transportation Tax (if

applicable) excluded, all applicable Customs Duties and Excise taxes included. In all cases, prices and rates must be firm, **exclude** fuel, but **include** lubricants.

The Carrier will not be permitted to increase or decrease its hourly rate and mileage rate for the duration of each Supply Period.

B4.2 Positioning and Depositioning Fees: Will be paid to (positioning) and/or from (depositioning) the mutual-agreed-upon point of hire.

B4.3 Fuel Charges: Fuel charges are **not included** in the rates. Fuel charges shall be reimbursed at cost, supported by receipts, with no allowance for overhead or profit.

B4.4 Crew Expenses: When the nature of the Charter requires the Carrier's personnel to stay overnight away from the Carrier's Base of Operations (this includes weather conditions), the Carrier shall be reimbursed for actual expenses incurred, supported by receipts (receipts not required for meals), with no allowance for overhead or profit.

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

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

B4.5 Airport Fee, NavCan Charges, Air Travellers Security Charge and Miscellaneous Charges:

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

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

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

B4.6 DEFINITION OF TERMS USED IN THE BASIS OF PAYMENT

B4.6.1 FIXED WING AIRCRAFT ONLY:

- i. **Base of Operations:** Indicates the Base of Operations where services offered will be available for the duration of the applicable Supply Period. A Base of Operations is a base where aircraft and crew are available and includes a permanent staffed office with telephone number and facilities.
- ii. **Rate per Hour of "Air Time":** This rate shall be applied in accordance with paragraph 7.1 of the [B4028C \(2008-05-12\) Air Charter Conditions](#).
- iii. **Rate per Statute Mile:** This rate shall be applied in accordance with paragraph 8.1 and paragraph 9 of the [B4028C \(2008-05-12\) Air Charter Conditions](#).

Discounts: If applicable, a volume discount on the hourly rate or the mileage rate based on pre-established minimums within a determined period can be offered.

Off-Season Rates and Period: If applicable, off-season rates can be offered.

- iv. **Minimum Charge per Flight:** Will apply when the charges for flying are less than the applicable minimum charge per flight.
- v. **Detention Free Time:** Is holding time accumulated by using the aircraft and which can be deducted from the applicable total Detention Time charged to the Charterer.
- vi. **Detention Charge per Hour:** Hourly rate charged to the Charterer only when the aircraft is detained by the Charterer beyond the Detention Free Time provided under **Item (v)**. The total charge for a day must not exceed the daily rate under **Item (vii)**.
- vii. **Detention Charge per Day:** Daily rate charged to the Charterer only when the aircraft is detained by the Charterer beyond the Detention Free Time provided under **Item (v)**. Any charges for flying on that day shall be deducted from the total Detention Charge per Day.
- viii. **Number of Free Landing(s) per Charter INCLUDING Final Landing:** Indicates the number of Free Landings permitted during one Charter period. The landings may be cumulative on the hours flown (i.e. 1/hr). The landings referred to are those made pursuant to a request by the Charterer.
- ix. **Charge per Additional Landing:** Will apply when landings in addition to the Free Landings permitted under **Item (viii)**, are made pursuant to a request by the Charterer. Landing charges must not apply to the landings made upon positioning or depositioning of the aircraft after completion of the work provided for in the charter.
- x. **Cruise Speed:** Indicates speed in statute miles per hour.
- xi. **Estimated Fuel Consumption:** Indicated in litres per hour.
- xii. **Estimated Fuel Consumption:** Indicated in litres per mile.
- xiii. **Cancellation Conditions:** Indicates a firm percentage.

Without restricting any other term and condition, any call-up may be terminated in whole or in part by Canada giving written notice at least forty-eight (48) hours prior to the requested air charter services start time. There shall be no charge to Canada for such termination. If the cancellation is made within less than forty-eight (48) hours prior to the requested Charter start time, the cancellation charge will apply and be calculated as follows: percentage indicated multiplied by the total estimated Charter cost, **excluding** Fuel, Crew Expenses, Airport Fee, NavCan charges, Air Travelers Security Charge and Miscellaneous Charges.

- xiv. **Equipment and Services:** Indicates the equipment and services **included** in the prices and rates offered pursuant to the list provided on the System.
- xv. **Other Available Equipment and Services:** Indicates other available equipment and services.

B4.6.2 ROTARY WING AIRCRAFT ONLY:

- i. **Base of Operations:** Indicates the Base of Operations where services offered will be available for the duration of the applicable Supply Period. A Base of Operations is a base where aircraft and crew are available and includes a permanent staffed office with telephone number and facilities.
- ii. **Rate Per Hour of "Air Time":** This rate shall be applied in accordance with paragraph 7.1 of the [B4028C \(2008-05-12\) Air Charter Conditions](#).

Discounts: If applicable, a volume discount on the hourly rate based on a pre-established minimum number of hours within a determined period can be offered.

Off-Season Rates and Period: If applicable, off-season rates can be offered.

- iii. **Equipment and Services:** Indicates the equipment and services **included** in the prices and rates offered pursuant to the list provided on the System.
- iv. **Other Available Equipment and Services:** Indicates other available equipment and services.
- v. **Daily Minimums:** Indicates the number of hours per day that applies for each month of the year.

Conditions: If applicable, daily minimums shall be charged as follows:

- a. 50% of the Daily Minimum offered when services provided are between sun-up and 1:00 p.m. the same day.
- b. 50% of the Daily Minimum offered when services provided are between 1:00 p.m. and sun-down the same day.
- c. For situations where **(a)** or **(b)** do not apply, the Daily Minimum will be charged in its entirety when the aircraft is under control of the Charterer for more than six (6) hours.
- d. The Daily Minimum will be averaged over the Charter period when the aircraft is under the control of the Charterer for more than one day. If the Charter period is extended, the Daily Minimum will be added to each day of the extension and averaged over the revised Charter period.

In locations where daylight hours exceed the flight duty time limitation and rest periods defined in CARS 700.16, and where double crewing may be required, an additional amount may have been added to the Daily Minimum to cover the cost of additional crew.

- vi. **Cancellation Conditions:** Indicates a firm percentage.

Without restricting any other term and condition, any call-up may be terminated in whole or in part by Canada giving written notice at least forty-eight (48) hours prior to the requested air charter services start time. There shall be no charge to Canada for such termination. If the cancellation is made within less than forty-eight (48) hours prior to the requested Charter start time, the cancellation charge will apply and be calculated as follows: percentage indicated multiplied by the total estimated Charter cost **excluding** Fuel, Crew Expenses, Airport Fee, NavCan Charges, Air Travelers Security Charge and Miscellaneous Charges.

ANNEX "C"

INSURANCE REQUIREMENTS

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 is 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 8,165 kg (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 Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the

insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

PROPERTY IN TRANSIT COVERAGE

It shall be the responsibility of the Identified User to evaluate the value of the goods to be carried and to communicate with the Contractor to determine if additional insurance is required to cover loss or damage to government property while under the Contractor's care, custody or control.

The Identified User must provide to the Contractor, a fair and reasonable estimated value of the property to be carried. In the event of loss or damage, this value will be used to indemnify Canada for the basis of valuation (replacement value, agreed value or actual cash value) of the property, as established between the Identified User and the Contractor.

Based on the estimated value provided to the Contractor by the Identified User, it will be the Contractor's responsibility to ascertain if its current insurance coverage is sufficient to cover the basis of valuation of the property in the event of loss or damage. If deemed necessary, it shall be the Contractor's responsibility to obtain the additional insurance coverage required.

The Contractor must confirm in writing to the Identified User that the additional insurance will be provided, or that its insurance covers the estimated value, as the case may be.

The cost of any additional insurance shall be shown as a separate item on the invoice, with supporting documentation, and shall be payable by the Identified User.

ALL RISK PROPERTY IN TRANSIT INSURANCE

"All Risk" property in transit insurance coverage for all applicable conveyances shall be effected by the Contractor and maintained in force on Government property while under the care, custody or control of the Contractor. Government property shall be insured on the estimated value and basis of valuation (replacement value, agreed value or actual cash value) as established with the Identified User.

For the purpose of the Property in Transit insurance policy, the limit of insurance and basis of valuation is subject to negotiation each and every time the Contractor is hired by the Government of Canada for Aircraft Charter Services when the Charter includes government property.

Administration of Claims: The Contractor is responsible to monitor, investigate and document losses of or damage to government property to ensure that claims are properly made and paid to Canada as its interests appear.

The following clauses must be endorsed in the policy:

- a. Notice of Cancellation: The insurer agrees to give the Contracting Authority at least thirty (30) days written notice of any policy cancellation or any changes in the policy coverage.
- b. Loss Payable: Government of Canada as their interest appears or as they may direct.

Solicitation No. - N° de l'invitation

E60SQ-020001/B

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

E60SQ-020001

Amd. No. - N° de la modif.

006

File No. - N° du dossier

102z1.E60SQ-020001

Buyer ID - Id de l'acheteur

102z1

CCC No./N° CCC - FMS No./N° VME

ANNEX "D"
UTILIZATION REPORT

See attached MS Excel fillable Form – Annex D – Utilization Report.xlsx