



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</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>SOUSSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</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>Title – Titre Aerial Services for Northern Ontario Bird Surveys</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000060630</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2022-01-26</p>		
	<p>Bid Solicitation Closes (YYYY-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 3:00 P.M. on – le 2022-02-25</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time</p>	
	<p>F.O.B – F.A.B See herein</p>		
	<p>Address Enquiries to - Adresser toutes questions à Heidi Noble Heidi.Noble@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YYYY-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2024-03-31</p>		
	<p>Destination of Services / Destination des services Ontario</p>		
	<p>Security / Sécurité There is no security requirement applicable to the requirement.</p>		
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>			
<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>	
<p>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)</p>			
<p>Signature</p>		<p>Date</p>	



Table of Contents

PART 1 – GENERAL INFORMATION	5
1.1 Security Requirement	5
1.2 Statement of Work	5
1.3 Debriefings.....	5
PART 2 - BIDDER INSTRUCTIONS.....	6
2.1 Standard Instructions, Clauses and Conditions.....	6
2.2 Submission of Bids.....	7
2.3 Former Public Servant – Competitive Bid.....	7
2.4 Enquiries - Bid Solicitation	8
2.5 Applicable Laws.....	8
2.6 Bid Challenge and Recourse Mechanisms	8
PART 3 - BID PREPARATION INSTRUCTIONS.....	10
3.1 Bid Preparation Instructions	10
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	12
4.1 Evaluation Procedures	12
4.2 Basis of Selection.....	12
ATTACHMENT 1 TO PART 4	14
MANDATORY AND RATED TECHNICAL CRITERIA	14
ATTACHMENT 2 TO PART 4	21
BIDDER’S EXPERIENCE TABLE – REMOTE.....	21
ATTACHMENT 3 TO PART 4	22
PROPOSED PILOTS-IN-COMMAND TABLE	22
ATTACHMENT 4 TO PART 4	23
PROPOSED PILOT-IN-COMMAND EXPERIENCE TABLE – HOURS.....	23
ATTACHMENT 5 TO PART 4	24
BIDDER’S EXPERIENCE TABLE - ONTARIO’S FAR NORTH	24
ATTACHMENT 6 TO PART 4	25
BIDDER’S EXPERIENCE TABLE - UNPREPARED SITES	25
ATTACHMENT 7 TO PART 4	26
BIDDER’S EXPERIENCE TABLE - WETLAND.....	26



ATTACHMENT 8 TO PART 4 27

BIDDER’S EXPERIENCE TABLE – WINTER CONDITIONS..... 27

ATTACHMENT 9 TO PART 4 28

BIDDER’S NETWORK OF REMOTE FUEL CACHE LOCATION TABLE..... 28

ATTACHMENT 10 TO PART 4 29

PROPOSED PILOT-IN-COMMAND EXPERIENCE TABLE – ONTARIO’S FAR NORTH 29

ATTACHMENT 11 TO PART 4 30

PROPOSED PILOT-IN-COMMAND EXPERIENCE TABLE – SLINGING OPERATIONS 30

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION 31

 5.1 Certifications Precedent to Contract Award and Additional Information31

 5.2 Additional Certifications Precedent to Contract Award31

PART 6 - RESULTING CONTRACT (at contract award, delete this line) 32

 6.1 Security Requirement32

 6.2. Insurance Requirements32

 6.3. Statement of Work32

 6.4. Standard Clauses and Conditions32

 6.5. Term of Contract33

 6.6. Authorities33

 6.7. Proactive Disclosure of Contracts with Former Public Servants34

 6.8. Task Authorization.....34

 6.9. Payment.....35

 6.10. Invoicing Instructions.....37

 6.11. Tasking Assessment Procedures37

 6.12. Certifications and Additional Information.....37

 6.13. Applicable Laws.....37

 6.14. Insurance37

 6.15. Air Transportation38

 6.16. Examination of Contractor’s Capability.....38

 6.17. Dispute Resolution38

 6.18. Priority of Documents.....39

ANNEX “A” 40

STATEMENT OF WORK..... 40

ATTACHMENT 1 TO ANNEX A 49



AIR CHARTER CONDITIONS..... 49

ANNEX “B” 51

BASIS OF PAYMENT 51

ANNEX “C”..... 55

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION 55

ANNEX “D” 56

INSURANCE REQUIREMENTS..... 56

ANNEX “E”..... 58

PRICE CERTIFICATION..... 58

ANNEX “F” 59

TASK AUTHORIZATION FORM 59



PART 1 – GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement applicable to the requirement.

1.2 Statement of Work

The Work to be performed is detailed under Annex “A”, Statement of Work of the resulting contract.

1.3 Debriefings

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



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](#) 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 (2020-05-28) 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

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

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”



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: 2012-2 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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



- b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading ["Bid Challenge and Recourse Mechanisms"](#) contains information on potential complaint bodies such as:

Office of the Procurement Ombudsman (OPO)
Canadian International Trade Tribunal (CITT)

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Note for electronic submission of bids:

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

Email Address: soumissionsbids@ec.gc.ca

Attention: Heidi Noble

Solicitation Number: 5000060630

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 15 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



- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price in accordance with the Basis of Payment in Annex "B".

1.5 Bidders should include the following information in their financial bid:

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

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

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

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

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

4.1.2 Evaluation of Price

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

Proposals will be evaluated out of 30 points

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

4.2 Basis of Selection

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

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



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

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

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

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



ATTACHMENT 1 TO PART 4

MANDATORY AND RATED TECHNICAL CRITERIA

MANDATORY TECHNICAL CRITERIA:

Criterion Number	Mandatory Criteria	Met/Not Met
M1	<p><u>Experience in remote helicopter-based operations</u></p> <p>The Bidder must have conducted five (5)* helicopter-based Jobs** that meet <u>each</u> of the following criteria:</p> <ul style="list-style-type: none"> • were completed within the last three (3) calendar years, as of the bid closing date, <u>and</u> • required at least 30 flying hours, <u>and</u> • were conducted in remote locations defined as greater than 150km from bulk fuel that is supplied via all-season road. <p>In order to demonstrate this experience the Bidder is requested to complete the Bidder’s Experience Table – Remote found at Attachment 2 to Part 4, or provide the equivalent information.</p> <p>*If more than five Jobs are described, only the first five jobs listed for this Criterion will be considered.</p> <p>** A Job is defined as a package of helicopter services work, conducted for a client, that is the same type of service and occurs within a defined time period of days, weeks or months. The Bidder may use a Job to address more than one criterion.</p>	



M2	<p><u>Team-of-Pilots suitable as candidate* Pilot-in-Command</u></p> <p>The Bidder must propose three (3) pilots-in-command (PIC) that it will utilize to undertake the Work under a resulting contract.</p> <p>In order to demonstrate this criteria the Bidder is requested to complete the Proposed Pilots-In-Command Table found at Attachment 3 to Part 4, or provide the equivalent information.</p> <p>Each proposed pilot will be evaluated against Mandatory Technical Criterion M3 and Rated Technical Criteria R6 and R7.</p> <p>Experience of proposed pilots-in-command not identified for this Criterion, M2, will not be considered.</p>	
M3	<p><u>Candidate Pilots-In-Command Experience in Required Helicopter Type</u></p> <p>The Bidder must demonstrate that each proposed PIC has been the PIC for a helicopter for at least 3000 hours. These hours must include at least 2000 hours as PIC in a Eurocopter A-star AS350-B2.</p> <p>In order to demonstrate this experience the Bidder is requested to complete the Proposed Pilot in Command Experience Table - Hours found at Attachment 4 to Part 4, or provide the equivalent information.</p>	



RATED TECHNICAL CRITERIA:

Criterion Number	Rated Technical Criteria	Maximum Score	Score
R1	<p>A Job is defined as a package of helicopter services work, conducted for a client, that is the same type of service and occurs within a defined time period of days, weeks or months. The Bidder may use the same Job to address more than one criterion.</p> <p><u>Bidder's experience in remote helicopter-based operations in Ontario's Far North*</u></p> <p>Evaluations will be based on the Bidder's description of five (5)** helicopter-based Jobs. Points will be awarded for the number of Jobs that demonstrate the Bidder's experience, as follows:</p> <ul style="list-style-type: none"> • None of the five Jobs occurred in Ontario's Far North (0 points) • One Job occurred in Ontario's Far North (4 points) • Two Jobs occurred in Ontario's Far North (8 points) • Three Jobs occurred in Ontario's Far North (12 points) • Four Jobs occurred in Ontario's Far North (16 points) • Five Jobs occurred in Ontario's Far North (20 points) <p>In order to demonstrate this experience the Bidder is requested to complete the Bidder's Experience Table – Ontario's Far North found at Attachment 5 to Part 4, or provide the equivalent information.</p> <p>*Ontario's Far North is defined in Figure 1 of the Statement of Work found in Annex A.</p> <p>** If more than five Jobs are described, only the first five jobs listed for this Criterion will be considered.</p>	20	
R2	<p><u>Bidder's experience landing at unprepared sites*</u></p> <p>Evaluations will be based on the Bidder's description of five (5)** helicopter-based Jobs. Points will be awarded for the number of Jobs that demonstrate the Bidder's experience, as follows:</p> <ul style="list-style-type: none"> • None of the five Jobs involved landings at unprepared sites (0 points) • One Job involved landings at unprepared sites (5 points) • Two or three Jobs involved landings at unprepared sites (10 points) • Four or five Jobs involved landings at unprepared sites (15 points) <p>In order to demonstrate this experience the Bidder is requested to complete the Bidder's Experience Table - Unprepared Sites found at Attachment 6 to Part 4, or provide the equivalent information.</p> <p>*Unprepared sites are landing locations that have not been modified from natural conditions.</p> <p>** If more than five Jobs are described, only the first five jobs listed for this Criterion will be considered.</p>	15	



<p>R3</p>	<p><u>Bidder's experience landing on wetland, bog or wet muskeg sites*</u></p> <p>Evaluations will be based on the Bidder's description of five (5)** helicopter-based Jobs. Points will be awarded for the number of Jobs that demonstrate the Bidder's experience, as follows:</p> <ul style="list-style-type: none"> • None of the five Jobs involved landings on wetland, bog or wet muskeg sites (0 points) • One Job involved landings on wetland, bog or wet muskeg sites (3 points) • Two or three Jobs involved landings on wetland, bog or wet muskeg sites (6 points) • Four or five Jobs involved landings on wetland, bog or wet muskeg sites (10 points) <p>In order to demonstrate this experience the Bidder is requested to complete the Bidder's Experience Table - Wetland found at Attachment 7 to Part 4, or provide the equivalent information.</p> <p>*Wetland, bog or wet muskeg sites are defined here as landing locations that are in shallow standing water or saturated locations where the vegetation and/or landing surface sinks under aircraft weight and results in shallow standing water.</p> <p>** If more than five Jobs are described, only the first five jobs listed for this Criterion will be considered.</p>	<p>10</p>	
<p>R4</p>	<p><u>Bidder's experience operating in winter conditions*</u></p> <p>Evaluations will be based on the Bidder's description of five (5)** helicopter-based Jobs. Points will be awarded for the number of Jobs that demonstrate the Bidder's experience, as follows:</p> <ul style="list-style-type: none"> • None of the five Jobs conducted in the core winter months (0 points) • One Job conducted in the core winter months (5 points) • Two or three of the Jobs conducted in the core winter months (10 points) • Four or five Jobs conducted in the core winter months (15 points) <p>In order to demonstrate this experience the Bidder is requested to complete the Bidder's Experience Table – Winter Conditions found at Attachment 8 to Part 4, or provide the equivalent information.</p> <p>*Winter conditions are defined here as the months of January, February and March.</p> <p>**If more than five Jobs are described, only the first five jobs listed for this Criterion will be considered.</p>	<p>15</p>	



R5	<p><u>Number of remote fuel cache locations* in the CWS-OR Remote Study Area</u></p> <p>Evaluations will be based on based on the Bidder's description of up to five (5)** existing remote fuel cache locations within the boundary of the CWS-OR Remote Study Area (defined by the coordinates given in the caption of Figure 1 of the Statement of Work found in Annex A.)</p> <ul style="list-style-type: none">• No remote fuel cache locations within the CWS-OR Remote Study Area (0 points)• One remote fuel cache location within the CWS-OR Remote Study Area (10 points)• Two or three remote fuel cache locations within the CWS-OR Remote Study Area (15 points)• Four or more remote fuel cache locations within the CWS-OR Remote Study Area (20 points) <p>In order to demonstrate an existing network of remote fuel cache locations the Bidder is requested to complete Bidder's Network of Remote Fuel Cache Location Table found at Attachment 9 to Part 4, or provide the equivalent information.</p> <p>*In addition to being within the coordinates defining the CWS-OR Remote Study area (Figure 1 of the Statement of Work found at Annex A), a remote fuel cache is defined here as an existing place suitable for temporary fuel drum storage and that is: helicopter accessible, not an operational airport, cannot be accessed by all season roads, and where bulk fuel does not already occur.</p> <p>** If more than five locations are provided, only the first five locations listed for this Criterion will be considered.</p>	20	
-----------	--	-----------	--



<p>R6</p>	<p><u>Team of pilots: Experience in Ontario's Far North*</u></p> <p>Evaluations for this criterion will be based on the number of pilots, within the team of three (3) pilots named in M2, with experience as PIC operating in Ontario's Far North.</p> <ul style="list-style-type: none"> • No pilots having at least 500 flying hours operating in Ontario's Far North (0 points) • One pilot having at least 500 flying hours operating in Ontario's Far North (3 points) • Two pilots each having at least 500 flying hours operating in Ontario's Far North (6 points) • Three pilots each having at least 500 flying hours operating in Ontario's Far North (10 points) <p>In order to demonstrate this experience the Bidder is requested to complete the Proposed Pilot in Command Experience Table – Ontario's Far North found at Attachment 10 to Part 4, or provide the equivalent information.</p> <p>*Ontario's Far North is defined in Figure 1 of the Statement of Work found in Annex A.</p>	<p>10</p>	
<p>R7</p>	<p><u>Team of pilots: Experience conducting slinging operations</u></p> <p>Evaluations for this criterion will be based on the number of pilots, within the team of three (3) pilots named in M2, with experience as PIC conducting slinging operations.</p> <ul style="list-style-type: none"> • No pilots having at least 100 flying hours conducting sling operations (0 points) • One pilot having at least 100 flying hours conducting sling operations (3 points) • Two pilots each having at least 100 flying hours conducting sling operations (6 points) • Three pilots each having at least 100 flying hours conducting sling operations (10 points) <p>In order to demonstrate this experience the Bidder is requested to complete the Proposed Pilot in Command Experience Table – Slinging Operations found at Attachment 11 to Part 4, or provide the equivalent information.</p>	<p>10</p>	



R8	<p>The Bidder should demonstrate in its bid a commitment to socio-economic benefits related to Indigenous Communities and Individuals. For this solicitation Indigenous is defined as First Nations, and/or Métis, and/or Inuit.</p> <p>Indigenous Benefits Criteria – Indigenous Employees</p> <p>The Bidder should provide the number of self-declared Indigenous employees in the bidder’s organization in its bid submission. There is an expectation that the number of Indigenous personnel employed with the bidder’s organization, as submitted in the bid proposal, will continue over the course of the Contract.</p> <p>The Bidder’s plan includes full or part-time employment of Indigenous personnel within the Bidder’s organization.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none">• Five (5) points per identified personnel up to a maximum of ten (10) points.		
	<p>TOTAL MAXIMUM SCORE: 110 points MINIMUM PASSING SCORE: 50 points</p>		



ATTACHMENT 2 TO PART 4

BIDDER'S EXPERIENCE TABLE – REMOTE

The Bidder should complete the Bidder's Experience Table – Remote

This table is to be used to demonstrate experience in relation to Criterion M1.

A separate table should be completed for each Job.

Bidder's Experience Table – Remote	
Job Description Number - for Criteria <u>M1</u> <u>Example:</u> Job-1 for M1, Job-2 for M1, etc.	
Client	
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Total number of flying hours during the job	
Geographic location* of flying during the job *Described by minimum and maximum Latitude, and minimum and maximum Longitude. Coordinates should be rounded to one decimal degree.	



ATTACHMENT 3 TO PART 4

PROPOSED PILOTS-IN-COMMAND TABLE

The Bidder should complete the Proposed Pilots-in-Command Table

The Proposed Pilots-in-Command Table is for M2

Proposed Pilots-in-Command Table	
Name of first Proposed Pilot-in-Command:	_____
Name of second Proposed Pilot-in-Command:	_____
Name of third Proposed Pilot-in-Command:	_____



ATTACHMENT 4 TO PART 4

PROPOSED PILOT-IN-COMMAND EXPERIENCE TABLE – HOURS

The Bidder should complete the Proposed Pilot-in-Command Experience Table - Hours for each of its proposed pilots-in-command and include it with its bid.

The Proposed Pilot-in-Command Experience Table - Hours is for M3

A separate table should be completed for each proposed Pilot-in-Command

Additional Rows may be added as required

Proposed Pilot-in-Command Experience Table – Hours	
Name of Proposed Pilot-in-Command:	_____
Experience :	
Aircraft Type	Number of Hours of Experience as a Pilot-in-Command
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
Total Hours:	_____ Hours



ATTACHMENT 5 TO PART 4

BIDDER'S EXPERIENCE TABLE - ONTARIO'S FAR NORTH

The Bidder should complete the Bidder's Experience Table - Ontario's Far North

This table is to be used to demonstrate experience in relation to Criterion R1.

A separate table should be completed for each Job.

Bidder's Experience Table – Ontario's Far North	
Job Description Number - for Criterion <u>R1</u> Example: Job-1 for R1, Job-2 for R1, etc.	
Client	
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Did the job occur within Ontario's Far North, as defined in Figure 1 of the Statement of Work found in Annex A? (Yes or No)	
If the job did occur within Ontario's Far North, what percent of the flying hours occurred in the Far North? (0% to 100%)	



ATTACHMENT 6 TO PART 4

BIDDER'S EXPERIENCE TABLE - UNPREPARED SITES

The Bidder should complete the Bidder's Experience Table - Unprepared Sites

This table is to be used to demonstrate experience in relation to Criterion R2.

A separate table should be completed for each Job.

Bidder's Experience Table - Unprepared Sites	
Job Description Number - for Criterion <u>R2</u> Example: Job-1 for R2, Job-2 for R2, etc.	
Client	
Client's Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
Conditions of landing sites: Prepared, Unprepared* or Both *Unprepared sites are landing locations that have not been modified from natural conditions.	



ATTACHMENT 7 TO PART 4

BIDDER’S EXPERIENCE TABLE - WETLAND

The Bidder should complete the Bidder’s Experience Table - Wetland

This table is to be used to demonstrate experience in relation to Criterion R3.

A separate table should be completed for each Job.

Bidder’s Experience Table – Wetland	
Job Description Number - for Criterion <u>R3</u> Example: Job-1 for R3, Job-2 for R3, etc.	
Client	
Client’s Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	
For unprepared landing sites: List of ground types (Wetland, Bog mat, and/or Wet muskeg*, or None of these types)	



ATTACHMENT 8 TO PART 4

BIDDER’S EXPERIENCE TABLE – WINTER CONDITIONS

The Bidder should complete the Bidder’s Experience Table – Winter Conditions

This table is to be used to demonstrate experience in relation to Criterion R4.

A separate table should be completed for each Job.

Bidder’s Experience Table – Winter Conditions	
Job Description Number - for Criterion <u>R4</u> Example: Job-1 for R4, Job-2 for R4, etc.	
Client	
Client’s Contact Information (contact name, telephone number, and email address)	
Start Date (DD-MMM-YYYY)	
End Date (DD-MMM-YYYY)	



ATTACHMENT 9 TO PART 4

BIDDER'S NETWORK OF REMOTE FUEL CACHE LOCATION TABLE

The Bidder should complete the Bidder's Network of Remote Fuel Cache Location Table

This table is to be used to demonstrate a network of existing fuel cache locations in relation to Criterion R5.

Eligible fuel cache locations must be within the coordinates defining the CWS-OR Remote Study area, as given in the caption of Figure 1 of the Statement of Work found in Annex A.

Remote Fuel Cache Number	Latitude (rounded to one decimal degree)	Longitude (rounded to one decimal degree)
1		
2		
3		
4		
5		



ATTACHMENT 10 TO PART 4

PROPOSED PILOT-IN-COMMAND EXPERIENCE TABLE – ONTARIO’S FAR NORTH

The Bidder should complete the Proposed Pilot-in-Command Experience Table – Ontario’s Far North for each of its proposed pilots-in-command and include it with its bid. Ontario’s Far North is defined in Figure 1 of the Statement of Work found in Annex A.

The Proposed Pilot-in-Command Experience Table – Ontario’s Far North is for R6.

A separate table should be completed for each proposed Pilot-in-Command

Additional Rows may be added as required

Proposed Pilot-in-Command Experience Table – Ontario’s Far North	
Name of Proposed Pilot-in-Command:	_____
Experience :	
Location	Number of Hours of Experience:
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
Total Hours:	_____ Hours



ATTACHMENT 11 TO PART 4

PROPOSED PILOT-IN-COMMAND EXPERIENCE TABLE – SLINGING OPERATIONS

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

The Proposed Pilot-in-Command Experience Table – Slinging Operations is for R7

A separate table should be completed for each proposed Pilot-in-Command
Additional Rows may be added as required

Proposed Pilot-in-Command Experience Table – Slinging Operations	
Name of Proposed Pilot-in-Command:	_____
Experience :	
Description	Number of Hours of Experience:
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
Total Hours:	_____ Hours



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Precedent to Contract Award and Additional Information

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

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 Additional Certifications Precedent to Contract Award

5.2.1 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.

5.2.2 Education and Experience

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



PART 6 - RESULTING CONTRACT (at contract award, delete this line)

Title: Aerial Services for Northern Ontario Bird Surveys

6.1 Security Requirement

6.1.1 There is no security requirement applicable to the Contract.

6.2. 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.

6.3. Statement of Work

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

6.4. Standard Clauses and Conditions

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

6.4.1 General Conditions

2010B (2021-12-02) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

General conditions 2010B is modified as follows:

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"

6.4.2 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)).

6.5. Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

6.6. Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Environment and Climate Change Canada

Procurement and Contracting Division

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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

6.6.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____



Facsimile: ____-____-_____
E-mail address: _____

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.

6.6.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

6.7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.8. Task Authorization

6.8.1 As and When Requested Task Authorizations

The Work or a portion of the Work to be performed under the Contract 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. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

6.8.2 As and When Requested Task Authorizations

- i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex F, Task Authorization Form.
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
 - A. a task number;
 - B. the date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - C. the details of any financial coding to be used;
 - D. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - E. the start and completion dates;
 - F. the number of estimated hours and associated expenses;
 - G. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price; and
 - H. any other constraints that might affect the completion of the task.



6.8.3 Contractor's Response to Draft Task Authorization:

The Contractor must provide the Technical Authority, within three (3) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

6.8.4 Authorities for Validity Issuing Task Authorizations

To be validly issued, a TA must include the following signature(s):

- A. The TA must be signed by the Technical Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

6.8.5 Minimum Work Guarantee

- a. In this clause,
 - i. "**Maximum Contract Value**" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
 - ii. "**Minimum Contract Value**" means **10%** of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). 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.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
 - i. for default.
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten business days of Contract award.

6.9. Payment

6.9.1 Basis of Payment

Professional Services provided under a Task Authorization with a Maximum Price: For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual



time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra.

Estimated Cost: [\$ _____]

- i. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- ii. **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- iii. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

6.9.2 Limitation of Expenditure – Cumulative Total of All Task Authorizations

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

6.9.3 Method of Payment for Task Authorizations with a Maximum Price:

For each Task Authorization validly issued under the Contract that contains a maximum price:

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment.
- ii. Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.



6.9.4 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

6.10. Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

The Contractor must provide the original of each invoice to the Technical Authority.

6.11. Tasking Assessment Procedures

Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Annex F, Task Authorization Form will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested work based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.

6.12. Certifications and Additional Information

6.12.1 Compliance

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

6.12.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-labor, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the [Limited Eligibility to Bid](#) list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.13. Applicable Laws

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

6.14. Insurance

6.14.1 Insurance Requirements – Specific requirement



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

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

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

6.15. Air Transportation

6.15.1 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.

6.15.2 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.

6.15.3 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.

6.15.4 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).

6.16. 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.

6.17. Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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.

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.



Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>" Dispute Resolution".

6.18. 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 (2021-12-02), General Conditions: Professional Services (medium complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Federal Contractors Program for Employment Equity Certification
- (e) Annex D, Insurance Requirements;
- (f) Annex E, Price Certification;
- (g) the signed Task Authorizations (including all of its annexes, if any); and
- (h) 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)).



ANNEX "A"

STATEMENT OF WORK

TITLE: Aerial Services for Northern Ontario Bird Surveys

1.0 BACKGROUND

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

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

1.1 TERMINOLOGY

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

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

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

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

2.0 LOCATION AND ACCESS FACTORS

Survey projects involve remote work to conduct bird surveys in pre-determined plots in northern Ontario (Figures 1-3). Survey crew transport from operations bases to and from Survey Plots will be conducted by helicopter. Bases of operations may be a remote camp or a northern Ontario town or community. Fuel supply will often be based on Fuel Caches at the base camp, may occasionally be through Fuel Caches located within the project's area of operations, and/or bulk fuel locations associated with a northern Ontario town or community.

During operations, survey crew members are dropped off as near as safely feasible to their designated survey site. Landing zones range from controlled airport locations through to unprepared locations in a wide variety of terrain types. Crew drop-off locations frequently include lake shorelines, shallow wetlands, wet muskeg, bog mats, and openings in tree-covered terrain. Landing and shut-down surfaces in unprepared locations range from open rock surfaces to hummocks in wet muskeg (or peatland).



3.0 DESCRIPTION OF SURVEY PROJECTS

The planned CWS-OR work consists of five (5) Projects over two years, visiting up to 100 survey Plots (Figure 1, found below).

During 2022, CWS-OR plans to visit up to 60 survey Plots over 3 Projects (Figure 2, found below):

- Project 2022-A will include deployment activities at Plots 1 through 30, and will happen during March 2022; for bidding purposes, the Base of Operations will be Nakina Airport (CYQN).
- Project 2022-B will include deployment activities at Plots 31 through 60, and will happen during May-June 2022; for bidding purposes, the Base of Operations will be Landsdowne House Airport (CYLH).
- Project 2022-C will include retrieval activities at Plots 1 through 60, and will happen during September-October 2022; for bidding purposes the Bases of Operations will be Nakina Airport (CYQN) and Landsdowne House Airport (CYLH).

During 2023, CWS-OR plans to visit up to 40 survey Plots over 2 Projects (Figure 3, found below):

- Project 2023-A will include deployment activities at Plots 61 through 100, and will happen during February-March 2023; for bidding purposes, the Base of Operations will be Kasabonika Airport (CYAQ).
- Project 2023-B will include retrieval activities at Plots 61 through 100, and will happen during September-October 2023; for bidding purposes, the Base of Operations will be Kasabonika Airport (CYAQ).

4.0 STATEMENT OF REQUIREMENTS

Provide, per Table 1: Details of requirement:

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

4.1 Daily operations and Field Campaigns

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

Field campaigns will be contiguous periods, including weekends, and may include statutory holidays. Field campaign durations will be up to three weeks in length, and may occur during the following periods: February through July, and September through November.

4.2 Planning timelines and estimated flying days

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



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

The total estimated maximum number of flying hours required across all projects is 300, with an estimated maximum number of 51 flying days, over an estimated maximum of up to 65 calendar days. Project-specific estimates for helicopter flying hours and days are as follows:

- **Project 2022-A:** This set of 30 plots will require an estimated maximum of up to 45 helicopter hours. Based on 2 flights daily for a total of 6.0 flying hours daily, this will require up to 8 days of flying, over an estimated period of 10 calendar days (01 March to 10 March).
- **Project 2022-B:** This set of 30 plots will require an estimated maximum of up to 45 helicopter hours. Based on 2 flights daily for a total of 6.0 flying hours daily, this will require up to 8 days of flying, over an estimated period of 10 calendar days (20 May to 29 May); if ice-out is delayed then this range of dates may need to shift later.
- **Project 2022-C:** This set of 60 plots will require an estimated maximum of up to 90 helicopter hours. Based on 2 flights daily for a total of 6.0 flying hours daily, this will require up to 15 days of flying, over an estimated period of 19 calendar days (19 September to 07 October).
- **Project 2023-A:** This set of 40 plots will require an estimated maximum of up to 60 helicopter hours. Based on 2 flights daily for a total of 6.0 flying hours daily, this will require up to 10 days of flying, over an estimated period of 13 calendar days (24 February to 08 March).
- **Project 2023-B:** This set of 40 plots will require an estimated maximum of up to 60 helicopter hours. Based on 2 flights daily for a total of 6.0 flying hours daily, this will require up to 10 days of flying, over an estimated period of 13 calendar days (22 September to 04 October).



4.3 Breakdown of requirements

Table 1. Details of requirements

Client Department; Branch; Division; Unit	Environment and Climate Change Canada; Canadian Wildlife Service; Ontario Region; Terrestrial Assessment Unit
Purpose of air charter services:	Supply, within northern Ontario, of each of the following: <ul style="list-style-type: none"> • A helicopter of suitable capacity for the Work, • helicopter services to transport field crews to survey sites, • a PIC with the required experience, • fuel purchase, • fuel transport* to fuel caches, and • removal of empty fuel drums from caches. <p>*Contractor will be responsible for purchase and transport of fuel, by fixed wing aircraft and/or vehicle, to fuel caches.</p>
No. of Passengers:	Two to four survey crew members with field and survey equipment
Dangerous Goods on board: <input checked="" type="checkbox"/> Yes	<ol style="list-style-type: none"> 1. Lithium-ion batteries, contained in secured waterproof cases of environmental monitoring units (each approx. 2lbs and measuring 4"x6"x3"). 2. Bear spray canisters may be worn by survey crew during ground work at some survey plots and will need to be stowed in external ski basket or cargo cheek.
Max. weight of passengers and cargo:	500 kg
Preferred Aircraft: <input checked="" type="checkbox"/> Rotary Wing <input type="checkbox"/> Fixed Wing	Eurocopter A-star AS350-B2
Flight Path/Route (include all destination points)	For each project, daily helicopter flights from operations Base to Survey Plots, and between Sites within Plots. Furthest distance from operations Base to Survey Plot will be 90 statute miles when based at road-accessible airport with bulk fuel, but up to 60 statute miles when based at a remote fly-in outpost camp with cached drum fuel. Coordinates for designated Survey Plots are provided in Table 2, found below.
Estimated fuel usage	Eurocopter A-star AS350-B2: approximately 160 litres per hour
Aircraft safety requirements	<ol style="list-style-type: none"> 1. Satellite flight following 2. Satellite phone 3. Set of at least 5 handheld 2-way radios for communication between pilot and crew when surveyors are on the ground
Other aircraft requirements	<ol style="list-style-type: none"> 1. External, skid-mounted cage of at least 0.5m by 3m by 0.5m - with at least 250 lb rating 2. Cargo pods, one per side of aircraft 3. Capacity, and equipment, to sling up to 4 fuel drums
Anticipated accommodation requirements for carrier's crew.	The Contractor's crew is responsible for coordinating accommodations and meals during positioning, de-positioning, and during periods that the operations base is accessible by road from commercial accommodations.



<input checked="" type="checkbox"/> Yes	Flight contractor will be reimbursed as per NJC travel directive.
Other specific requirements	<ul style="list-style-type: none">a. <u>Pilot-in-Command Experience</u> The planned pilot, and each of the pilots within the Team-of-Pilots, must have been the PIC for a helicopter for at least 3,000 hours. These hours must include at least 2,000 hours as PIC in a Eurocopter A-star AS350-B2.b. <u>Replacement of Pilot-in-Command</u> In the event of an emergency or illness concerning the PIC, the Contractor must have the ability to replace a PIC in within two days.c. <u>Replacement and repair of aircraft</u> In the event of an equipment or mechanical breakdown, or a safety issue, the Contractor must have the ability to replace the helicopter. If the helicopter experiences a mechanical breakdown during operations, the Contractor must agree to repair it within two days, or provide a replacement helicopter of the same type.d. <u>Temporary caches of fuel drums</u> must be established at (and removed from) strategic, remote locations across the study area during the operations, therefore slinging equipment will be required.e. <u>Aerial photography</u> may be conducted above some survey sites, using a CWS-supplied DSLR and tripod. In these situations the tripod must be attached to the helicopter floor so the lens points straight down through the longline window. This configuration must be easily removable to avoid interference during fuel cache operations.f. <u>GPS tracklogs</u> from the helicopter, and GPS waypoints of remote fuel cache locations must be saved daily and provided to CWS, exported from the helicopter's GPS in '.gpx' digital file format.



5.0 PLOT LOCATIONS

5.1 Survey Plot centroids

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

Projects 2022-A, C			Projects 2022-B, C			Projects 2023-A, B		
<i>Plot</i>	<i>Latitude</i>	<i>Longitude</i>	<i>Plot</i>	<i>Latitude</i>	<i>Longitude</i>	<i>Plot</i>	<i>Latitude</i>	<i>Longitude</i>
P1	50.9720	-88.0258	P31	51.3616	-88.4918	P61	53.2988	-88.9228
P2	51.0748	-88.0250	P32	51.3542	-88.2675	P62	53.4676	-88.9463
P3	51.1449	-87.4157	P33	51.7581	-88.3283	P63	53.6809	-88.8847
P4	50.8272	-87.2005	P34	51.8827	-88.1426	P64	53.0499	-88.7081
P5	50.8969	-86.8758	P35	51.6986	-87.9587	P65	53.9386	-88.7366
P6	51.1819	-86.7650	P36	51.2130	-87.7192	P66	53.3807	-88.5188
P7	51.2547	-86.7218	P37	51.6241	-87.7133	P67	53.1531	-88.4119
P8	50.6575	-86.5620	P38	51.2773	-87.4537	P68	53.7995	-88.4556
P9	50.9421	-86.4499	P39	52.5561	-87.6369	P69	54.4462	-88.5006
P10	50.9673	-86.2062	P40	52.0264	-87.4800	P70	54.2110	-88.4564
P11	51.2392	-86.2138	P41	51.6587	-87.4050	P71	53.1017	-88.2636
P12	50.5022	-86.0875	P42	52.2389	-87.4134	P72	53.9465	-88.3695
P13	50.6714	-86.0993	P43	51.5168	-87.1420	P73	53.5130	-88.2626
P14	50.6898	-85.9175	P44	52.3255	-87.2450	P74	54.1302	-88.2611
P15	50.7019	-85.7962	P45	51.5898	-87.0991	P75	52.9250	-88.0107
P16	50.9436	-85.7626	P46	52.1997	-87.1443	P76	54.0418	-88.1314
P17	50.6229	-85.5596	P47	51.5302	-87.0189	P77	54.2548	-88.0650
P18	50.2599	-85.4417	P48	52.3158	-87.0162	P78	53.7181	-87.9613
P19	50.2164	-85.1856	P49	52.0572	-86.8790	P79	53.4238	-87.8359
P20	51.0628	-85.2288	P50	52.2095	-86.7285	P80	52.8871	-87.7369
P21	50.8326	-85.1435	P51	52.8495	-86.8104	P81	53.5999	-87.7909
P22	50.7412	-85.0290	P52	52.4150	-86.7211	P82	52.9970	-87.6719
P23	50.4443	-84.9300	P53	51.8777	-86.6374	P83	53.5040	-87.7280
P24	50.6497	-84.9149	P54	52.8625	-86.6834	P84	54.3791	-87.8677
P25	50.2555	-84.7644	P55	52.2288	-86.5408	P85	53.2026	-87.6687
P26	50.5744	-84.6194	P56	51.7942	-86.4553	P86	53.1364	-87.6485
P27	50.5851	-84.4981	P57	52.7426	-86.5198	P87	53.8265	-87.5941
P28	50.1544	-84.3743	P58	52.6474	-86.1041	P88	54.1718	-87.5662
P29	50.9141	-84.2281	P59	52.3152	-86.0166	P89	53.8404	-87.4645
P30	50.3856	-84.0547	P60	52.7504	-85.7413	P90	54.5240	-87.4720
						P91	53.3602	-87.1547
						P92	53.6090	-87.0620
						P93	54.1166	-87.1118
						P94	53.4465	-86.9814
						P95	54.4983	-87.0569
						P96	53.4962	-86.8302
						P97	53.9205	-86.6856
						P98	54.0962	-86.6355
						P99	54.1991	-86.6313
						P100	53.7641	-86.5411

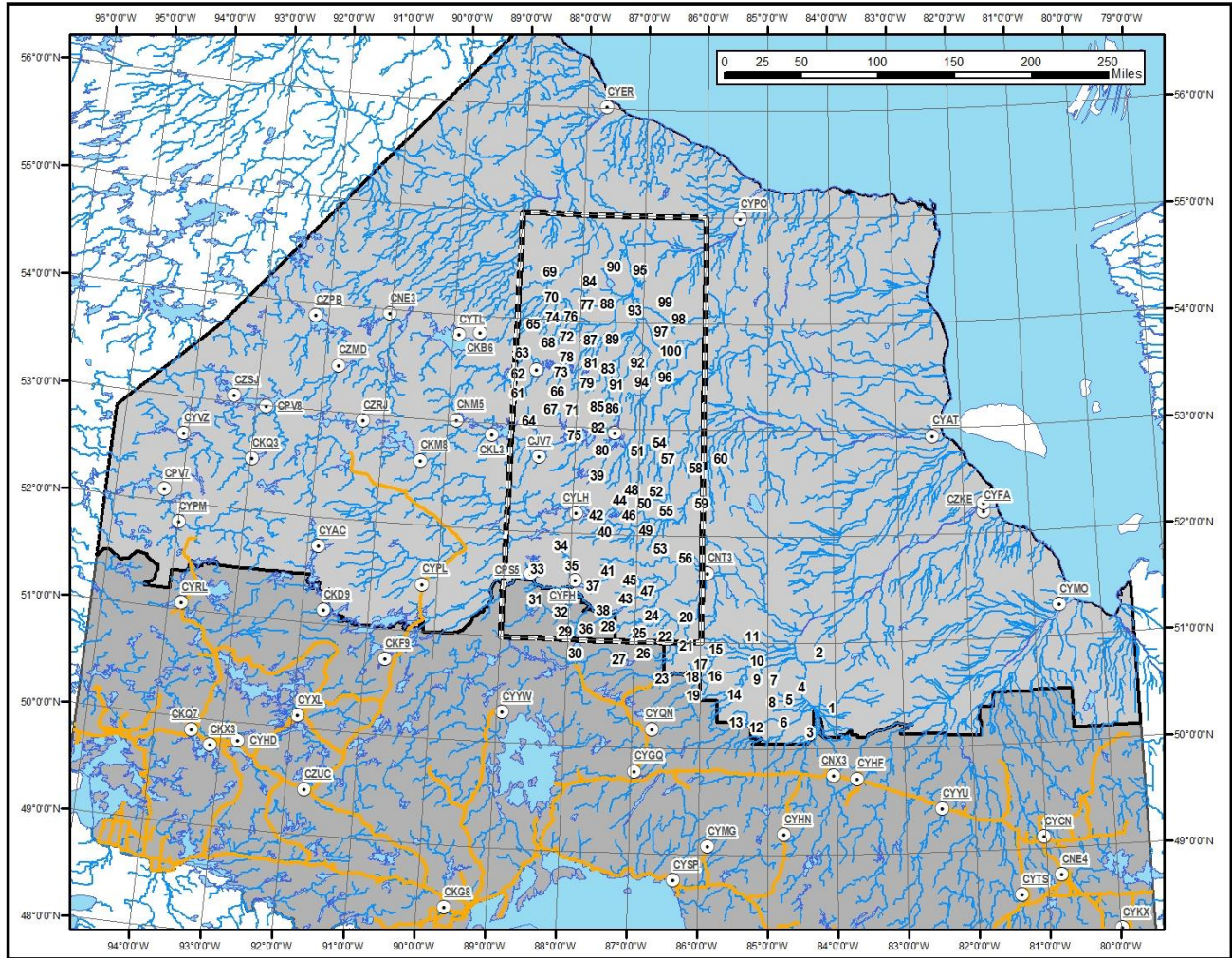


Figure 1. The full set of 100 Plot locations, for survey projects in northern Ontario planned for 2022 and 2023, showing primary all-season roads and airports. For bid evaluation purposes, Ontario’s Far North is defined as the part of northern Ontario that is within the bold black boundary line. The area bounded by the black and white dashed line defines the Remote Study Area, for the purpose of evaluating bidder’s existing network of remote fuel cache locations (rectangle is defined as: south of 55.0 degrees Latitude, north of 51.0 degrees Latitude, east of -89.0 degrees Longitude, west of -86.0 degrees Longitude). Greater detail is provided in Figures 2 and 3, and in the table of Plot coordinates.

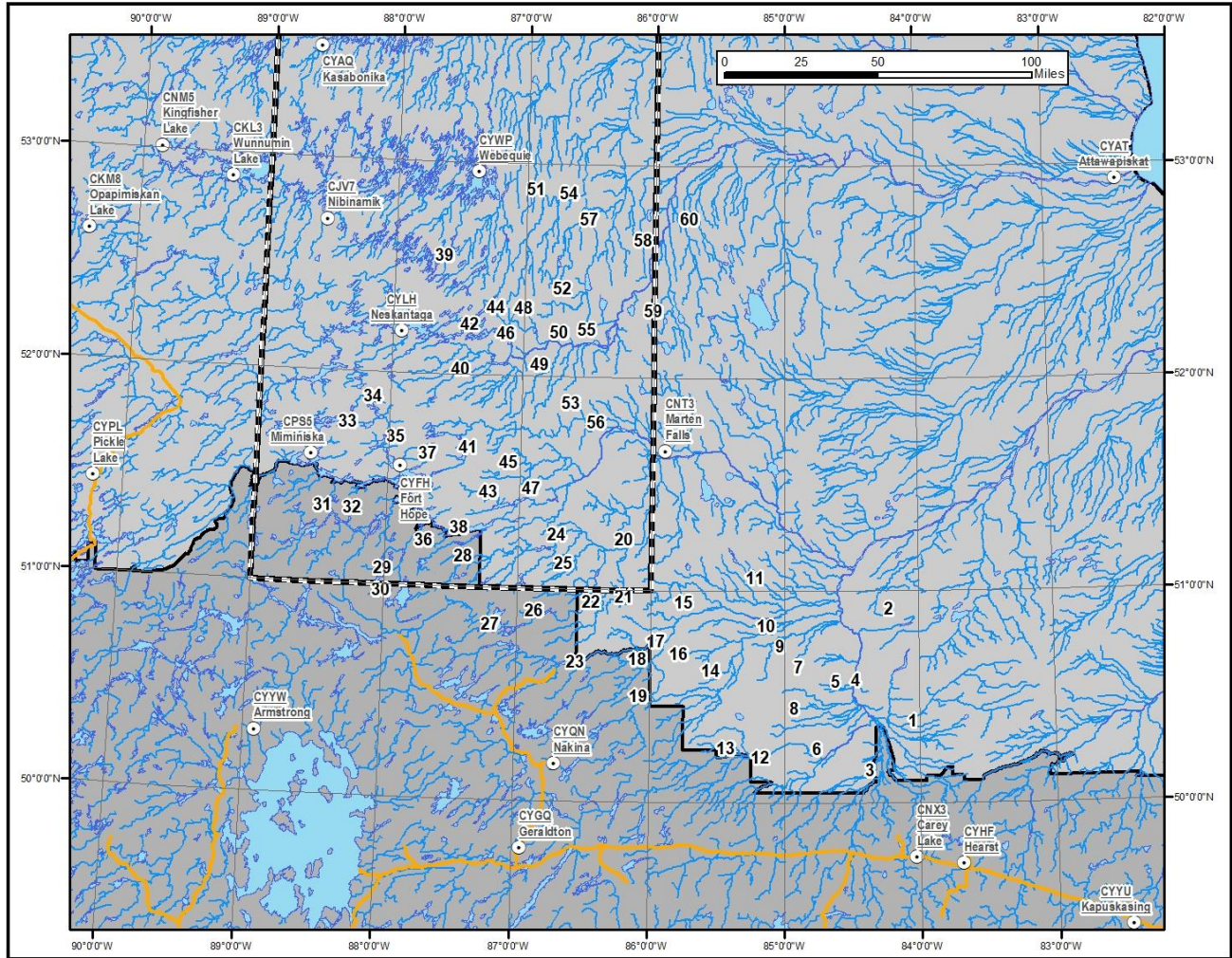


Figure 2. The set of 60 Plot locations for planned survey projects in 2022, showing primary all-season roads, airport, and communities. The area bounded by the black and white dashed line defines the Remote Study Area, for the purpose of evaluating bidder’s existing network of remote fuel cache locations.

- Project 2022-A will include deployment activities at Plots 1 through 30, and are planned for March 2022; for bidding purposes, the Base of Operations will be Nakina Airport (CYQN).
- Project 2022-B will include deployment activities at Plots 31 through 60, and are planned for May-June 2022; for bidding purposes, the Base of Operations will be Landsdowne House Airport (CYLH).
- Project 2022-C will include retrieval activities at Plots 1 through 60, and are planned for September-October 2022; for bidding purposes the Bases of Operations will be Nakina Airport (CYQN) and Landsdowne House Airport (CYLH).

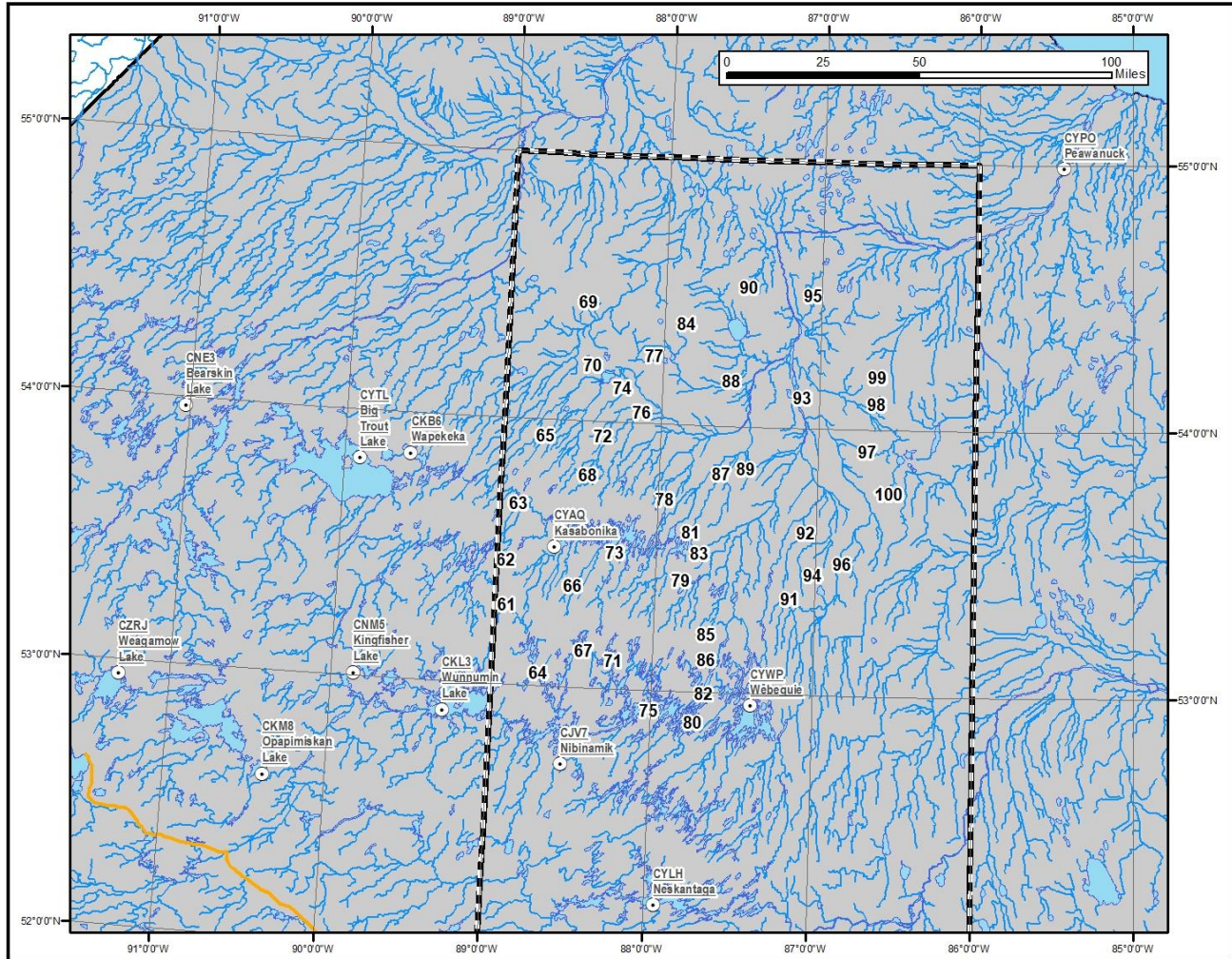


Figure 3. The set of 40 CWS-OR Plot locations for planned survey projects in 2023, showing primary all-season roads, airports and communities. The area bounded by the black and white dashed line defines the Remote Study Area, for the purpose of evaluating bidder’s existing network of remote fuel cache locations.

- Project 2023-A will include deployment activities at Plots 61 through 100, and are planned for February-March 2023; for bidding purposes, the Base of Operations will be Kasabonika Airport (CYAQ).
- Project 2023-B will include retrieval activities at Plots 61 through 100, and are planned for September-October 2023; for bidding purposes, the Base of Operations will be Kasabonika Airport (CYAQ).



ATTACHMENT 1 TO ANNEX A

AIR CHARTER CONDITIONS

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

1. Interpretation

1.1 "day" means any period 24 consecutive hours;

1.2 "month" means any period of 30 consecutive days; and

1.3 "flight" means the movement of an aircraft from the point of take-off to the first point of landing.

2. Operation, Interruption or Cancellation of Charter Flights

2.1 The Carrier must have exclusive operational control over chartered aircraft and its contents and crew.

2.2 The Carrier must ensure that every person provided with transportation on a chartered aircraft complies with all the conditions of the Contract, and any persons and property aboard a chartered aircraft are subject to the authority of the pilot-in-charge.

2.3 The Carrier may:

a. cancel or terminate a charter or any flight of a charter at any time,

b. return to base or to the last point of landing, or

c. divert or land at an intermediate point, when such action is considered by the Carrier to be necessary owing to the unserviceability of the aircraft, weather conditions or other conditions beyond the control of the Carrier.

3. Dangerous Goods or Hazardous Products

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

4. Space for the Carrier's Use

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

5. Cancellations, Non-completions or Deviations

5.1 When a charter is cancelled by the Carrier after commencement, charges will apply for the completed portion only.

5.2 No charges will apply to the Charterer:

a. where flights are not completed due to mechanical failure or crew casualties and the Carrier fails to arrange satisfactory alternative transportation; or

b. in respect of any flying in an unsuccessful attempt to complete a flight required under the charter.

6. Substitution of Aircraft

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



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

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

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

7. Determination of Firm Rate Per Hour

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

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

7.3 In determining the duration of a flight:

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



ANNEX "B"

BASIS OF PAYMENT

The Contractor will be paid as follows:

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

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

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

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

Expenses for accommodations, meals, and ground transportation between the aircraft and living quarters at each Project base of operations, must 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 CWS-OR, in which case, the Contractor will not claim for expenses incurred.

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

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

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

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

- Quantity of helicopter flying hours is assigned at 300 hours
- Quantity of fixed wing services is assigned to 20,000 statute miles total distance
- Estimated Fuel of \$60,000.00
- Estimated Crew Expenses of \$7,500.00



Table 1:

Aerial Services for Northern Ontario Bird Surveys Contract Award – March 31, 2022			
Cost Type	Quantity	Unit Rate (excluding applicable taxes)	Extended Price (excluding applicable taxes)
Flight rate for helicopter services	300 hours (A)	\$ _____/hour (B)	\$ _____ (A)*(B) = (C)
Flight rate for fixed wing services to transport fuel drums and remove empty drums from fuel caches	20,000 statute miles (D)	\$ _____/statute mile* (E) *Unit rate must exclude fuel	\$ _____ (D)*(E) = (F)
Estimated Fuel			\$60,000.00 (G)
Estimated Crew Expenses			\$7,500.00 (H)
Total:			\$ _____ (C) + (F) + (G) + (H)



Table 2:

Aerial Services for Northern Ontario Bird Surveys April 1, 2022 – March 31, 2023			
Cost Type	Quantity	Unit Rate (excluding applicable taxes)	Extended Price (excluding applicable taxes)
Flight rate for helicopter services	300 hours (A)	\$_____/hour (B)	\$_____ (A)*(B) = (C)
Flight rate for fixed wing services to transport fuel drums and remove empty drums from fuel caches	20,000 statute miles (D)	\$_____/statute mile* (E) *Unit rate must exclude fuel	\$_____ (D)*(E) = (F)
Estimated Fuel			\$60,000.00 (G)
Estimated Crew Expenses			\$7,500.00 (H)
Total:			\$_____ (C) + (F) + (G) + (H)



Table 3:

Aerial Services for Northern Ontario Bird Surveys April 1, 2023 – March 31, 2024			
Cost Type	Quantity	Unit Rate (excluding applicable taxes)	Extended Price (excluding applicable taxes)
Flight rate for helicopter services	300 hours (A)	\$ _____/hour (B)	\$ _____ (A)*(B) = (C)
Flight rate for fixed wing services to transport fuel drums and remove empty drums from fuel caches	20,000 statute miles (D)	\$ _____/statute mile* (E) *Unit rate must exclude fuel	\$ _____ (D)*(E) = (F)
Estimated Fuel			\$60,000.00 (G)
Estimated Crew Expenses			\$7,500.00 (H)
Total:			\$ _____ (C) + (F) + (G) + (H)

Total Evaluated Price, excluding applicable taxes \$ _____
(Total Table 1)+(Total Table 2)+(Total Table 3)

Applicable Taxes \$ _____

Total Price, including applicable taxes \$ _____



ANNEX "C"

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



ANNEX "D"

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 Public Works and Government Service 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 "E"

PRICE CERTIFICATION

Rate or Price Certification

The Contractor certifies that the price proposed:

- a. is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Contractor on the sale of goods, services or both of like quality and quantity, and
- c. does not include any provision for discounts to selling agents.

Name and Title (*please print*): _____

Company Name: _____

Signature: _____ **Date:** _____



ANNEX "F"

TASK AUTHORIZATION FORM

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



	Estimated Number of Litres (S)	(R*S) = (T)	
8.8 Price		\$ _____ (C) + (F) + (L) +(M) + (N) + (Q) + (T) = (U)	
8.9 Applicable Taxes		\$ _____ (V)	
9. Total Price		\$ _____ (U) + (V)	
TA Approval			
10. Signing Authorities			
	Name, Title of Person Authorized to Sign	Signature	Date
10.1 Contractor			
10.2 Technical Authority			
11. Basis of Payment and Invoicing			
<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>			