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	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000062118</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2022-02-23</p>		
	<p>Bid Solicitation Closes (YYYY-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 6:00 P.M. on – le 2022-03-24</p>	<p>Time Zone – Fuseau horaire Eastern Daylight 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) 2023-03-31</p>		
	<p>Destination of Services / Destination des services British Columbia</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>	



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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 of the resulting contract clauses.

1.3 Debriefings

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



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 British Columbia.

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: 5000062118

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

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.
Refer to Attachment 1 to Part 4

4.1.2 Evaluation of Price

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

4.2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL CRITERIA

Mandatory Technical Criteria

Bids that do not meet the mandatory requirements will not be considered for evaluation.

	MANDATORY CRITERIA	Met / Not Met
Rotary-wing Aircraft (helicopter) Requirements		
MC1	<p>Bubble windows on both sides to enhance visibility as described in Section 4, Rotary-wing Aircraft (helicopter) Requirements of the Statement of Work found at Annex A.</p> <p>In order to demonstrate this, the Bidder must provide in its bid, photos of left and right sides of the helicopters to be used in the missions to confirm the outside configuration of the cabin.</p>	
MC2	<p>Communication between the observers and the pilot – in-command must be completely hands-free. Only voice-activated or open communication systems are acceptable. Toggle switches are not acceptable.</p> <p>The Bidder certifies if awarded a contract that it will meet this requirement,</p> <p>In order to demonstrate this, the Bidder must sign below and provide the certification in its bid.</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Date of Signature: _____</p>	
MC3	<p>An electronic flight tracking system that enables base staff to monitor real-time aircraft locations at reasonable time intervals of no more than 5 minutes through the Internet.</p>	



	<p>The Bidder certifies if awarded a contract that it will meet this requirement,</p> <p>In order to demonstrate this, the Bidder must sign below and provide the certification in its bid.</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Date of Signature: _____</p>	
<p>Pilot in Command Requirements and Experience</p>		
<p>MC4</p>	<p>The Bidder must propose two pilots-in-command (PIC). Each proposed pilot will be evaluated against Mandatory Technical Criteria MC5-MC8. Experience of proposed pilots-in-command not identified for MC4 will not be considered.</p> <p>The Bidder must complete the Proposed Pilots in Command Table found at Attachment 2 to Part 4, or provide the equivalent information in its bid.</p>	
<p>MC5</p>	<p>The Bidder must demonstrate that each proposed PIC has flown a rotary wing aircraft for at least 2000 hours as of date of bid closing.</p> <p>In order to demonstrate this experience the Bidder must complete the Proposed Pilot in Command Experience Table - Hours found at Attachment 3 to Part 4, or provide the equivalent information in its bid.</p>	
<p>MC6</p>	<p>The Bidder must demonstrate that each proposed PIC has 1500 hours of experience as a PIC of a Bell 206 II or III or equivalent as of date of bid closing.,</p> <p>*Equivalent is defined in Section 4, Rotary-wing Aircraft (helicopter) Requirements of the Statement of Work found at Annex A.</p> <p>In order to demonstrate this experience the Bidder must complete the Proposed Pilot in Command Experience Table - Hours found at Attachment 3 to Part 4, or provide the equivalent information in its bid.</p>	



MC7	<p>The Bidder must demonstrate that each proposed PIC has 500 hours of experience as a PIC in Coastal or Interior British Columbia (defined as the area covered by the Rocky Mountains and found to the W of Rocky Mountains) as of date of bid closing.</p> <p>In order to demonstrate this experience the Bidder must complete the Proposed Pilot in Command Experience Table - Location found at Attachment 4 to Part 4, or provide the equivalent information in its bid.</p>	
MC8	<p>The Bidder must demonstrate that each proposed PIC has 50 hours of experience as a PIC in aerial wildlife or fish surveys (fish enumeration or catch monitoring) in the past 5 years as of date of bid closing.</p> <p>In order to demonstrate this experience the Bidder must complete the Proposed Pilot in Command Experience Table – Activity found at Attachment 5 to Part 4, or provide the equivalent information in its bid.</p> <p>The Bidder must provide the name of the PIC's client and contact information for each experience listed for this Criterion.</p> <p>Environment and Climate Change Canada (ECCC) reserves the right to contact each client for verification purposes only. If ECCC performs verification checks, it will do so for each bidder.</p>	



ATTACHMENT 2 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 MC4

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



ATTACHMENT 3 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 MC5 and MC6

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
Total Hours Bell 206 II or III or Equivalent:	_____ Hours



ATTACHMENT 4 TO PART 4

PROPOSED PILOT-IN-COMMAND EXPERIENCE TABLE – LOCATION

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

The Proposed Pilot-in-Command Experience Table – Location is for MC7

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 – Location	
Name of Proposed Pilot-in-Command:	_____
Experience :	
Location	Number of Hours of Experience:
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
_____	_____ Hours
Total Hours:	_____ Hours



ATTACHMENT 5 TO PART 4

PROPOSED PILOT-IN-COMMAND EXPERIENCE TABLE – ACTIVITY

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

The Proposed Pilot-in-Command Experience Table – Activity is for MC8

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 – Activity				
Name of Proposed Pilot-in-Command:		_____		
Experience :				
Client	Contact Name and Email	Timeframe: From: (YYYY-MM-DD) To: (YYYY-MM-DD)	Activity, Client and Reference Contact person:	Number of Hours of Experience:
_____	Name: _____ _____ Email: _____	From: _____ - To: _____	_____	_____ Hours
_____	Name: _____ _____ Email: _____	From: _____ - To: _____	_____	_____ Hours
_____	Name: _____ _____ Email: _____	From: _____ - To: _____	_____	_____ 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.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity [FCP Limited Eligibility to Bid](#) list available from Employment and Social Development Canada (ESDC) - Labor's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the [FCP Limited Eligibility to Bid](#) list at the time of contract award.

5.2 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

Title: Chartering of Helicopters for Migratory Bird Surveys in British Columbia

6.1 Security Requirement

6.1.1 There is no security requirement applicable to the Contract.

6.2. Statement of Work

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

6.3. Standard Clauses and Conditions

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

6.3.1 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”

6.3.2 Specific Person(s)

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

6.4. Term of Contract

6.4.1 Period of the Contract

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

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1)-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Environment and Climate Change Canada
Procurement and Contracting Division
Address: _____
Telephone: ____-____-_____
Email 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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Environment and Climate Change Canada
Canadian Wildlife Service
Address: _____
Telephone: ____-____-_____
Email 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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Email address: _____

6.6. 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

6.7. Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a price not to exceed \$_____ (insert the amount at contract award). Customs duties are _____ (insert "included", "excluded" **OR** "subject to exemption") and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) 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.



6.8. Invoicing Instructions

6.8.1 Monthly Payments

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

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

6.9. Certifications and Additional Information

6.9.1 Compliance

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

6.10. Applicable Laws

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

6.11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Annex A, Statement of Work;
- (c) Annex B, Basis of Payment;
- (d) Annex C, Insurance Requirements;
- (e) Annex D, Price Certification; and
- (f) 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)).

6.12. Insurance

6.12.1 Insurance Requirements – Specific requirement

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

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

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



Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.13. Air Transportation

- 6.13.1 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.
- 6.13.2 The Pilot-in-Command of the aircraft must receive and act upon instructions given by the Technical Authority in respect of the scheduling and operational use of the aircraft, subject to the serviceability and weather conditions.
- 6.13.3 When, for safety or other reasons, the Contractor or Pilot-in-Command temporarily suspends a flight or any portion of the specified service, the Technical Authority will have the right to demand a written statement of cause.
- 6.13.4 The aircraft provided for the purpose of this Contract 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).

6.14. 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.

6.15. 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".



ANNEX "A"

STATEMENT OF WORK

Title: Chartering of Helicopters for Migratory Bird Surveys in British Columbia

1. Background:

As part of its mandate to conserve migratory birds, Environment and Climate Change Canada's Canadian Wildlife Service (ECCC-CWS) uses aircrafts to conduct annual surveys of waterfowl and other migratory birds over various suitable habitats in British Columbia. These surveys help track the trends, abundance and distribution of migratory bird species – three parameters essential to the sound management of bird populations by ECCC-CWS. This particular project, *the BC Interior Breeding Waterfowl Survey* (hereafter, the Principal Work) supports the setting of Canadian and U.S. waterfowl hunting regulations.

Flying this survey is very specialized. ECCC-CWS therefore requires the use of rotary-wing aircraft that meet specific performance and configuration requirements and the use of pilots with related flying experience.

Different aircraft bases are used to insure that surveys start as close to possible to each of the areas to be surveyed. Flying from different bases of operations will maximize the amount of time spent conducting surveys during the survey window and it will insure that bird observations are collected during the core survey window of 06:00h to 12:00h. Using regional bases also helps reduce overall cost by minimizing aircraft taxi time to/from the base to the areas to be surveyed.

The bases of operations (points of flight origin) for this project are:

- 1) Kamloops, BC
- 2) Quesnel, BC,
- 3) Williams Lake, BC
- 4) Smithers, BC
- 5) Prince George, BC

Specific requirements necessary to deliver the charter services are outlined below. The requirements will apply to all Bases of Operations.

2. Definitions:

"BC Interior Waterfowl Survey" (hereafter, the Principal Work) involves flying a helicopter at low altitude (from ± 30 m to ± 150 m above ground level) and reduced speed (± 90 km/h) over all waterbodies and aquatic features (wetlands, lakes, streams, rivers, etc.) found within pre-determined E-W transect strips 400m ($\frac{1}{4}$ mile) wide spaced 16 km (10 miles) apart. The general location and length of these transects is shown in Figure 1.

"wildlife survey" means a flight which follows a systematic, transect-based or habitat stratified flight path during which onboard observers manually count groups and/or individuals of particular wildlife species. This frequently involves low level, slow speed flight, circling turns to permit the collection of specific demographic information such as sex and age.

"observers" refers to at least one and up to three observers (one at the front and one or two on the rear seat) who will visually count waterfowl within pre-established transects.

"radio-telemetry tracking" means a flight which follows a systematic, transect-based search pattern, for the purpose of isolating radio signals emitted by animal-borne transmitters.

"timber stand assessment" means a flight during which onboard observers assess board- and small-scale attributed of forested areas, e.g. the impacts of mountain pine beetle infestation.



“flying in a wire and obstruction environment” means low level, slow speed flying when obstructions such as unmarked and marked power lines may be encountered at the same or similar elevation that the aircraft is flying in. Other obstructions can include but are not limited to unmarked telephone wires, bridges, guy wires, radio towers and tram crossings. Onboard hands-free communication between Pilot and Command and crew is mandatory, as is joint decision for going under or over obstacle(s).

“fish enumeration” means a flight during which onboard observers manually count spawning salmon in a river or stream as the aircraft flies at a low level and a slow speed in a manner that provided the best view of the river to the observers, without causing the fish to flee due to the presence of the helicopter.

3. Statement of Requirements:

- 1) ECCC-CWS requires air charter services of a rotary-wing aircraft (hereafter, helicopter) in the Interior of British Columbia (BC) to conduct the Principal Work.
- 2) Pilots are required to fly extended periods of up to 7 hours per day, at low speeds and low elevation (i.e. less than 200 feet above ground level), often at tree top, among trees, power lines and wildlife (birds).
- 3) ECCC-CWS requires that pilots fly the helicopter in a manner that provides the best possible view of aquatic habitats to one or more observers, but without causing birds to flee due to the presence of the aircraft.
- 4) The helicopter Pilot In Command (PIC) must accommodate up to three observers.
- 5) The PIC will navigate from a moving map software run on a Toughbook CF-31 or CF-33 computer installed on a floor mount screwed to existing foot pedal holes at the front left of the helicopter. The moving map software will display transect route, transect width, flight track and position against the transect and aquatic features (wetlands, lakes, streams, rivers and marshes) found within each transect. The PIC will monitor aircraft position on the Toughbook, navigate from the moving map software, and remain within the 400m transect at all times while providing optimal viewing conditions of aquatic habitats to the observers. Aquatic habitats might be circled once or more as needed, until observers are satisfied that all birds have been identified and counted.
- 6) The Principal Work is to be conducted during a specific time window period that coincides with the arrival of breeding pairs of waterfowl to their breeding grounds. This time window might vary slightly from year to year depending on winter and spring weather conditions. However, the general survey window is from the last week of April to the first week of June for each year of the Contract. Expected start date (unusual weather conditions pending) is May 1 (plus or minus 2-3 days) and expected survey completion date is May 22 (plus or minus 2-3 days). Unless delays are encountered, the survey should be delivered over 15-17 flying days.
- 7) For the first two weeks of the survey, surveys will only be flown from Monday to Friday to allow time off and repositioning of the crews to the next base of operation. Weather, mechanical issues and other setbacks might lead to the cancellation of part of or a full day of survey. Additional survey day(s) will be added at the end of the survey to make up for any lost survey days. Weekend flying might occur near the end of the survey if both crew and PIC are available and agree to weekend flying.
- 8) ECCC-CWS cannot readily postpone flights, as timing is critical to accurately survey migratory bird populations before nests are initiated. Therefore, the Contractor must be able to provide a substitute aircraft if mechanical problems lead to a delay in meeting the required service. The substitute aircraft must also meet the aircraft requirements identified in Section 4, Rotary-wing Aircraft (helicopter) Requirements, Rotary-wing Aircraft (helicopter) Requirements.



- 9) The Contractor must adhere to flight schedules as strictly as possible to allow ECCC-CWS to maintain the required statistical qualities of the waterfowl counts. However, the Contractor must be prepared for in-season schedule changes due to unforeseen events such as unsuitable weather that preclude safe flying. .
- 10) Anticipated flight schedules covering the entire flying season will be forwarded to the Contractor as early as possible and ECCC-CWS will finalize survey dates at least two weeks before May 1 each year of the Contract. Survey dates cannot be determined earlier as they partly depend on spring weather conditions and the speed of snowpack melt across Interior British Columbia.
- 11) The Contractor must confirm, within 5 days of receipt of the flight schedule, that it will provide pilot and helicopter to meet the schedule.
- 12) The Contractor must provide access to copies of valid Transport Canada Air Operator Certificate including the Table of Contents and all pages to which that Table of Contents refers to at any time during the Contract as requested by the Technical Authority.

4. Rotary-wing Aircraft (helicopter) Requirements:

- 1) Due to the nature of ECCC-CWS specialty flight operations, which includes flying over mountainous terrain (altitudes of up to 6,500 feet above sea level), repeated circling at low level and low speed over water and among trees, ECCC-CWS requires the use of a rotary-wing aircraft that meet specific performance and configuration requirements as defined in this Section.
- 2) ECCC-CWS requires a Bell 206B II or III helicopter or its equivalent, as defined in this Section, to transport up to three observers and their survey gear.
- 3) The helicopter must have a minimum fuel capacity of 345 liters (approximately 3 hours of flight time).
- 4) The helicopter cabin must be configured so that the pilot is situated on the starboard (right) side of the aircraft, and come equipped with a minimum of 3 passenger seats to accommodate up to 3 observers and their gear.
- 5) Bubble windows are required on both sides of the rear seat of the aircraft. Flat rear-door windows are not acceptable.

5. Communication and Tracking Requirements:

- 1) Communication between the observers and the PIC must be completely hands-free. Only voice-activated or open communication systems are acceptable. Toggle switches are not acceptable.
- 2) Observers will be outfitted with Alpha Eagle or Gentex helicopter helmets equipped with standard microphones and earphones. On-board intercom must support these systems to ensure ease of communication.
- 3) ECCC-CWS will provide a daily flight plan to the PIC outlining which transects are to be surveyed and where fuel will be obtained. The Contractor's PIC is responsible for providing this information to the Contractor for tracking purposes.
- 4) The Contractor must have an electronic flight tracking system that enables their base staff to monitor real-time aircraft locations, at reasonable time intervals of no more than 5 minutes, using the Internet.
- 5) The Contractor must provide radio or telephone communication with base staff before and after each flight to ensure a safe and coordinated relay of information during all surveys.
- 6) Communication protocols must be discussed and agreed upon by the Contractor and Technical Authority prior to conducting low-level flights, particularly in areas where obstructions may be encountered (e.g. bridges and power lines).

6. Pilot In Command Requirements:

- 1) All Pilots in Command must have flown a minimum of 2,000 hours on rotary-wing aircraft.
- 2) All Pilots in Command must have flown a minimum of 1,500 hours as PIC of a Bell 206B II or III or equivalent as defined in Section 4, Rotary-wing Aircraft (helicopter) Requirements.



- 3) All Pilots in Command must have a minimum combination of 50 hours of experience in either aerial wildlife and/or fish surveys (fish enumeration or catch monitoring) in the past 5 years.
- 4) All Pilots in Command must also have an additional minimum combination of 25 hours experience, in the past 5 years, in any combination of the following, as defined under the Definitions section above: catch-monitoring, fish enumeration, fish/wildlife radio-telemetry tracking, timber stand assessment and/or aerial wildlife surveys.
- 5) All Pilots in Command must have flown a minimum of 500 hours as PIC in Coastal or Interior British Columbia (defined as the area covered by the Rocky Mountains and found to the W of Rocky Mountains).
- 6) All Pilots in Command must have successfully completed a Mountain Flying Training course and, if the course was taken in 2019 or before, must also have valid recurrent training on Mountain Flying from either 2020 or 2021. Mountain Flying training must be obtained from an instructor that meets the Training Pilot Qualifications outlined in S. 6.1 of the Helicopter Association of Canada "Mountain Flying Training Best Practices" (<https://www.h-a-c.ca/>). ECCC reserves the right to request proof at any time during the period of the Contract.
- 7) All Pilots in Command must have completed a *Flying in Wire and Obstruction Environment Course*. ECCC reserves the right to request proof at any time during the period of the Contract.

7. Study Area:

- 1) The survey takes place in British Columbia's Central Interior Plateau, from Smithers to Mackenzie all the way south to Clinton (see Figure 1 for study area and transect locations).
- 2) Because of differences in habitat and waterfowl migration chronology within the survey area, the survey will start from the South and end in the North.

8. Scope of the Work:

- 1) The primary goal of this Contract is to conduct aerial surveys of breeding waterfowl between late April and late May in the Study Area identified in Figure 1.

9. Details for the Principal Work:

1. Delivery of Air Charter services to cover the British Columbia Interior Waterfowl Survey Study Area (as shown in Figure 1).
 - The study area contains 32 pre-determined E-W Transects spaced 10 miles apart
 - The study area covers a total area of 11 million ha
2. Number of estimated hours for the Principal Work for each year of the Contract:
 - 105-150 hours of flying time (averaging 5-7 hours of flying time per day). Unless setbacks are encountered, the survey should be completed in only 105-110 hours.
3. Type of flying required:
 - This project requires long periods of very technical flying (e.g. circling wetlands while providing optimum visibility for observers, remaining within transect and tracking position on a computer).
 - This survey takes place at low-altitude, from treetop level to no higher than ~ 75m (~200 feet) above ground level (agl).
 - Pilots must be able to fly comfortably and safely at low-altitudes for extended periods of time (up to 7 hours/day) over many consecutive days for up to a month.
4. Flying Times:
 - The North American breeding waterfowl survey protocol indicates that breeding waterfowl surveys are to be conducted between 06:00h and 12:00h.
 - The aircraft will therefore need to be in the air before 06:00h every survey day.
 - Surveys will be completed early afternoon, usually before 14:00h.
 - Stops will occur during each survey day. At least one stop will take place to refuel and additional stops will be taken for breaks, lunch etc.
 - If setbacks are encountered, surveys might be completed later on during the afternoon.
 - No surveys will be initiated past 13:00h and no surveys will be flown past 16:00h (although taxi back to the base of operation is possible after 16:00h).
5. Flying conditions:



- Surveys will not be flown during rain, snow, fog, lightning storms or when winds exceed 20mph.
- Surveys delayed/cancelled because of rain, snow, fog, lightning, crew or mechanical issues will be rescheduled to a later date by the Technical Authority.

6. Operating bases:

- The survey area is too large to be flown from a single base of operation and operating from different bases is the most efficient and economical way to conduct the surveys.
- Using multiple bases of operations will minimize the amount of taxi time to/from each transect while providing maximum viewing time during the peak survey window of 06:00h and 12:00h.
- The 5 bases of operations identified here were selected based on field crew home location, difficulty of the transects, training opportunities, availability of services (hotels, restaurants, airport, aviation fuel) and other logistical issues such as regional weather patterns and availability of commercial fuel while in transit.
- To capture changes in snow pack melt, availability of wetland habitat and spring waterfowl migration in the study area, southernmost transects will generally be flown first.
 - o Operating bases will be used in the following order Kamloops
 - o Quesnel
 - o Williams Lake
 - o Smithers
 - o Prince George
 - ❖ The Prince George base will only be used if survey delays are encountered beforehand that need re-scheduling
 - ❖ If there are no survey delays associated with surveys done from the other 4 bases of operations, no flying will take place out of Prince George.
- This order of base use allows for observer training, rest on weekends for the first survey weeks and travel time from base to base.
- Exceptional conditions (e.g. mechanical issues during a flight, fog, low clouds, snowstorm or lightning) might preclude a return to a base of operation and therefore require the use of other locations.
- Observer crews will move from base to base with their own vehicles.

7. Survey dates:

- The core survey period (pending weather and re-scheduling) is from May 1-22 (plus/minus 2-3 days) for each year of the Contract..
- The full survey window is from April 25 and June 1 each year of the Contract. The longer window allows for re-scheduling incomplete or cancelled surveys associated with weather or other setbacks.
- Tentative survey dates for each Base of Operation are:
 - Kamloops: 2 days of flying in late April/early May
 - Quesnel: ~ 5 days of flying in early May (2nd survey week)
 - Williams Lake: 3-5 days of flying, mid-May (3rd survey week)
 - Smithers: 5-7 days of flying, mid to late May (4th survey week)
 - Prince George: 0-3 days of flying late May (5th survey week, only to handle any delays or setbacks encountered during the earlier surveys)
- The final survey schedule will be finalized by April 20 or earlier each year of the Contract.

8. Crew and equipment:

- Two or three observers will conduct the survey, one on the front leaf seat of the aircraft and one or two on the rear seat.
- The front left seat observer will operate the Toughbook computer and assist the PIC with navigation.
- Additional equipment brought on-board will include: limited personal gear for each observer, backup computers and accessories (mouse, batteries, GPS units), binoculars, camera, etc. Observer gear will amount to ~ 100 lbs weight.

10. Contractor Requirements:

The Contractor must:

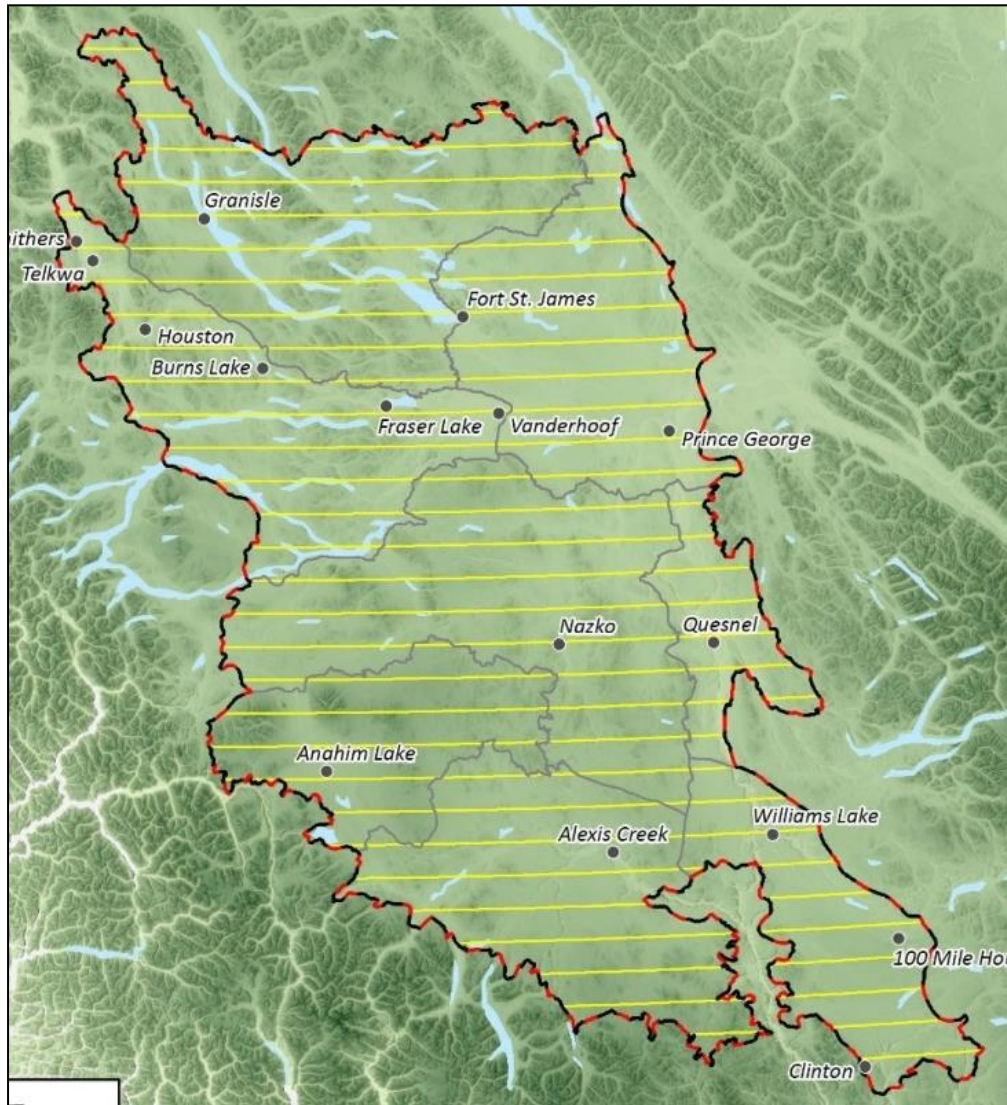
1. Replace a helicopter in the event of an equipment or mechanical breakdown or safety issue with an equivalent helicopter that meets the Rotary-wing Aircraft (helicopter) Requirements define in Section



- 4 of Annex A, Statement of Work. Should a helicopter break down during any work, the Contractor must quickly repair it within two calendar (2) days or provide another helicopter (if the repair cannot be done within two (2) calendar days) so that the Work can resume as soon as possible. Each survey must be conducted within the survey period identified to provide useful data and guide management decisions.
2. Replace a PIC in the event of non-conformity with the job description (on request from the Technical Authority) or emergency (e.g. sickness) with a PIC that meets the Pilot In Command Requirements defined in Section 6 of Annex A, Statement of Work. The Contractor must replace the PIC within two (2) calendar days.
 3. Not charge positioning fees at the beginning or end of the mission. Likewise, the Contractor must not charge positioning fees in the event of a breakdown (e.g. requiring the services of a helicopter mechanic) or the replacement of a helicopter or PIC. The only positioning fees that ECCC-CWS agrees to pay are
 - i) fees relating to moving a machine from Base of Operation to Base of Operation as per the sequence and schedule outlined in this document; and
 - ii) for circumstances resulting from its own needs (e.g. interruption of the Work should a crew member become ill, or weather events that preclude returning to the operating base).



Figure 1. British Columbia Interior Waterfowl Survey study area and location of E-W Transects (light yellow lines).





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

With regards to the "Quantity", "Estimated Fuel Charges", and "Estimated Crew Expenses" listed in the tables below, the estimated quantity, estimated fuel charges, and estimated crew expenses are for evaluation purposes only during the solicitation process and are estimates provided in good faith.

Flight Rate: The flight rate must include landing fees.

Positioning Fee: Positioning fees relating to moving a machine from Base of Operation to Base of Operation as per the sequence and schedule outlined in the Statement of Work and for circumstances resulting from its own needs (e.g. interruption of the Work should a crew member become ill, or weather events that preclude returning to the operating base).

Positioning fees will not be considered at the beginning or end of the mission or in the event of a breakdown (e.g. requiring the services of a helicopter mechanic) or the replacement of a helicopter or PIC.

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

An estimate of \$50,000.00 for fuel charges for each year of the Contract has been included in the tables below

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.

An estimate of \$10,000.00 for crew expenses for each year of the Contract has been included in the tables below.

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

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

The estimated quantities of 150 hours for flying and 15 hours for positioning set in the tables below, for each year of the Contract, must not be revised.

The estimated fuel charges of \$50,000.00 and the estimated crew expenses of \$10,000.00 set in the tables below, for each year of the Contract, must not be revised.

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



The Contractor will be paid as follows:

INITIAL CONTRACT PERIOD:

Initial Contract Period April 1, 2022 to March 31, 2023
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Type of Expense	Quantity	Unit Rate	Extended Price
Flight Rate	150 hours (A)	\$ _____ (B)	\$ _____ (A)*(B) = (C)
Positioning Fee	15 hours (D)	\$ _____ (E)	\$ _____ (D)*(E) = (F)
Estimated Fuel Charges			\$50,000.00 (G)
Estimated Crew Expenses			\$10,000.00 (H)
Total for initial contract period (excluding applicable taxes)			\$ _____ (C)+(F)+(G)+(H)



OPTION PERIODS:

Option Period 1
April 1, 2023 to March 31, 2024

Type of Expense	Quantity	Unit Rate	Extended Price
Flight Rate	150 hours (A)	\$ _____ (B)	\$ _____ (A)*(B) = (C)
Positioning Fee	15 hours (D)	\$ _____ (E)	\$ _____ (D)*(E) = (F)
Estimated Fuel Charges			\$50,000.00 (G)
Estimated Crew Expenses			\$10,000.00 (H)
Total for Option Period 1 (excluding applicable taxes)			\$ _____ (C)+(F)+(G)+(H)



Option Period 2
April 1, 2024 to March 31, 2025

Type of Expense	Quantity	Unit Rate	Extended Price
Flight Rate	150 hours (A)	\$ _____ (B)	\$ _____ (A)*(B) = (C)
Positioning Fee	15 hours (D)	\$ _____ (E)	\$ _____ (D)*(E) = (F)
Estimated Fuel Charges			\$50,000.00 (G)
Estimated Crew Expenses			\$10,000.00 (H)
Total for Option Period 2 (excluding applicable taxes)			\$ _____ (C)+(F)+(G)+(H)



Total Bid Price – Air Charter Services	
Total Price for the Initial Contract Period	\$ _____
Total Price for Option Period 1	\$ _____
Total Price for Option Period 2	\$ _____
Total Bid Price Applicable taxes are extra	\$ _____
Applicable taxes	\$ _____
Total Price	\$ _____



ANNEX "C"

INSURANCE REQUIREMENTS

G4001C (2018-06-21) Aircraft Charter Insurance

1. The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
 - a. liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
 - b. in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
 - i. \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
 - ii. \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
 - iii. \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
2. The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
3. The Contractor's insurance must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by The Department of the Environment. 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.
 - b. 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.
 - c. 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.
 - d. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:



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

For other provinces and territories, send to:

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

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



ANNEX "D"

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: _____

Company Name: _____

Signature: _____ **Date:** _____