

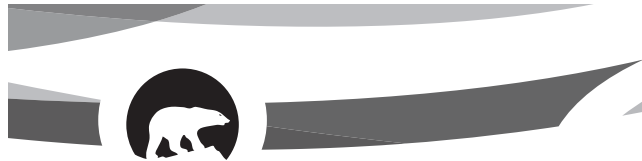
## 2023 REQUEST FOR STANDING OFFERS

The Government of Northwest Territories (GNWT) by purpose of this Request for Standing Offers, (the "Request") is requesting Offers from qualified Bidders for the establishment of non-exclusive Standing Offer Agreements for **AIRCRAFT SERVICES** in support of the Department of Environment and Climate Change (ECC) in accordance with the Terms and Conditions attached.

**Bidders should examine the documents carefully. Providing false or misleading information, or failure to complete any clause, answer any question, provide information as required, and return the required documentation MAY result in your Offer being rejected as non-responsive and the GNWT may decline to enter into a Standing Offer Agreement for the purposes contemplated.**

### Instructions

1. In order to be considered, Offers should:
  - have the reference number (52-400) marked on the outside of the envelope or package.
  - be marked as Confidential.
  - be received at:  
**Environment and Climate Change (ECC)**  
Forest Management Division, Aviation Services  
Government of Northwest Territories  
PO Box 7, 149 McDougal Road  
Fort Smith, NT X0E 0P0  
Telephone: (867) 872-7700  
Facsimile: (867) 872-2148  
Email: brandy\_wilson@gov.nt.ca
  - **be received on or before March 01, 2023 at 17:00 hours local time.** Late Offers may be rejected.
2. All questions with respect to this Request for Standing Offers are to be directed to:  
  
Duane Sinclair  
Manager, Aviation Services  
Telephone: (867) 872-7719  
Email: duane\_sinclair@gov.nt.ca  
  
**OR**  
  
Brandy Wilson  
Supervisor, Aviation Services  
Telephone: (867) 872-7723  
Email: brandy\_wilson@gov.nt.ca
3. All Standing Offer Agreements will be in full force for the Term listed on the Offer sheet.
4. The lowest price provided in any Offer will not necessarily be accepted. The GNWT reserves the right to cancel this Request in whole or in part, at any time, and to reissue a further Request at any time, for any reason whatsoever, without incurring any liability and no Bidder will have any claim against the GNWT as a consequence.
5. The GNWT will not be held responsible for any Offer which is not properly identified on the outside of the submitted envelope or package.
6. **FACSIMILE OFFERS WILL BE ACCEPTED** in accordance with the following conditions:
  - Faxed Offers should be received by the GNWT on or before March 01, 2023 at 17:00 hours Mountain Standard Time. Late Offers may be rejected.
  - Offers must be sent only to the facsimile number or email identified in Section 1 of this Request.
  - A Bidder has the obligation to confirm with that the faxed Offer transmission has been received by the GNWT.
  - While the GNWT will undertake to handle incoming facsimiles in a secure manner, it is impossible to guarantee the confidentiality of information contained therein.
  - The GNWT will not be held liable for any claim, demand or other action for any reason should a facsimile transmission be interrupted, not received in its entirety, received after stated closing time and date, received by any other facsimile unit other than the one provided herein.
7. Verbal responses to any inquiry cannot be relied upon and are not to be construed as an implied term of this Request or any resultant contract.
9. Offers will be opened as soon as practicable after the closing time.



## 2023 REQUEST FOR STANDING OFFERS

### CHECKLIST OF REQUIRED DOCUMENTS

1. **CTA License**

(Not required if previously submitted, still valid and there are no changes or updates. Certify in writing that the license is on file and valid and that there are no changes or updates)

2. **Transport Canada Air Operator Certificate**

Include Operational Specifications/Special Authorizations/Specific Approvals (SA's) – e.g. Entering or Leaving a Helicopter in Flight, Forest Fire Management, Aerial Surveying, authorized types of aircraft, carriage of passenger, etc.

(Not required if previously submitted, still valid and there are no changes or updates.

Certify in writing that the certificate is on file and valid and that there are no changes or updates)

3. **Signed Offer sheet – Acceptance of Agreement**

4. **Aircraft Registration List**

5. **Current Copies of Certificates of Insurance**

(The certificate of insurance should name the GNWT as an Additional Insured and to provide fifteen (15) days' notice of material change and to waive subrogation rights against the GNWT) – see Section 12.

6. **A letter of good standing with the NWT Workers Safety and Compensation Commission (WSCC)**

7. **Complete and current copy of Tariff (specifically the Terms and Conditions)**

(Not required if your company has already submitted a complete tariff. However, we will require any amendments or updates)

8. **Completed Pilot Information Form(s)**

9. **Certification of Dangerous Goods Approval**

(Certify in writing if your company is dangerous goods approved or **not** approved)

10. **Fuel Rate Sheet – FIXED WING ONLY**

**PROVISION OF THESE DOCUMENTS IS MANDATORY.**

2023 REQUEST FOR STANDING OFFERS  
OFFER – ROTARY WING AIRCRAFT

The undersigned (herein the “Bidder”) hereby offers to the Government of Northwest Territories (herein the “GNWT”) the services set out herein, in accordance with the Terms and Conditions, and for the prices as set out in this Offer.

The prices set out herein will be in force for the duration of the Standing Offer Agreement, which commences on the **1<sup>st</sup> day of April 2023 and terminates on the 31<sup>st</sup> day of March 2024** (the “Term”), such prices to supersede the published tariff of the Bidder.

Aircraft Type	Rate Per Hour	Rate Per Hour (For Initial Purchase Orders OVER 39 hours)	Double Crew Rate (per day)
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Subject to the GNWT *Access to Information Act and Protection of Privacy Act*, all rates and fees provided by the Contractor are confidential.

Contractor Information

Company Name:

Contact(s):

Address:

Phone:

Cell:

Fax:

Authorized Signature:

Title:

Date (YYYY/MM/DD):

Email(s):

2023 REQUEST FOR STANDING OFFERS  
OFFER – FIXED WING AIRCRAFT

The undersigned (herein the “Bidder”) hereby offers to the Government of Northwest Territories (herein the “GNWT”) the services set out herein, in accordance with the Terms and Conditions, and for the prices as set out in this Offer.

The prices set out herein will be in force for the duration of the Standing Offer Agreement, which commences on the **1<sup>st</sup> day of April 2023 and terminates on the 31<sup>st</sup> day of March 2024** (the “Term”), such prices to supersede the published tariff of the Bidder.

Aircraft Type	Config. i.e., floats	Rate Per Mile	Rate Per Hour	Rate Per Hour (For Contracts OVER 39 hours)	*DAILY MINIMUM (rate per day)	HOLD COST (per hour)	MINIMUM FLIGHT (min. leg)	Free Time
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	
		\$	\$	\$	\$	\$	\$	

\*DAILY MINIMUM (rate per day) must not exceed 4.0 hours (rate per hour).

Subject to the GNWT Access to Information Act and Protection of Privacy Act, all rates and fees provided by the Contractor are confidential.

Contractor Information

Company Name:

Contact(s):

Address:

Phone:

Cell:

Fax:

Authorized Signature:

Title:

Date (YYYY/MM/DD):

Email(s):



## 2023 REQUEST FOR STANDING OFFERS AIRCRAFT REGISTRATION LIST

Company Name:
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Registration	Aircraft Type	ESN/IMEI	Satellite Provider	Tracking Equipment Vendor	Configuration/Features/Status
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					



## CONFIDENTIAL PILOT INFORMATION FORM

## ROTARY WING

Complete this form for **every** pilot representing your company in this non-exclusive Standing Offer Agreement.

Last Name (print):	First Name:	Employer:
Aviation Document Issue Date:	Aviation Document Expiry Date:	Engineer Licence No.:

### Aviation Document Information

#### LICENCE INFORMATION

License No.:	Class of Licence:	Instrument Rating Group:
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### Hourly Flying Experience

Aircraft Type by Make/Model i.e.: Bell 206B/Airbus AS350	Total Hours on Type	PIC Hours	Fixed Floats	PPC Expiry Date	Geographic Area of Operation (indicate any Arctic experience)
TOTAL					

### Training Received and Other Experience (DATE you received training (MM/YYYY) and experience (hours))

	Date	Hours		Date	Hours		Date	Hours		Date	Hours		Date	Hours
Bucketing			Long-Lining			Fixed Float Training			Mountain Flying			Gun- Netting		
Infrared Scanning			Entering/ Leaving Helicopter in Flight			Aerial Ignition			Wildlife Survey			Aerial Capture		

### Declaration

I certify that the information entered on this form is true to the best of my knowledge and belief

Pilot's Signature:

Date:

### This Section to be Filled Out by Employer

To the best of my knowledge, I certify that all information entered on this form to be correct. The above-named pilot has been approved by the company's chief pilot to operate the type(s) of aircraft listed and to perform all indicated specialty flying.

Name of Authorized Representative  
(Please Print):

Signature of Authorized  
Representative:

Title:

Company:

Date:

CONFIDENTIAL PILOT INFORMATION FORM

FIXED WING

Complete this form for **every** pilot representing your company in this non-exclusive Standing Offer Agreement.

Last Name (print):	First Name:	Employer:
Aviation Document Issue Date:	Aviation Document Expiry Date:	Engineer Licence No.:

Aviation Document Information

LICENCE/ENDORSEMENTS INFORMATION

Licence No.:	Class of Licence (i.e. SMELS):	Instrument Rating Group:
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Hourly Flying Experience

Aircraft Type by Make/Model i.e.: Cessna 210/Beech 99	Total Hours on Type	PIC Hours	Floats (hours)	Skis (hours)	PPC Expiry Date	Geographic Area of Operation (indicate any Arctic experience)
TOTAL						

Endorsements completed by Aviation Services	IFR:	Multi-Engine:	Floats:	Skis:
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Training Received and Other Experience (DATE you received training (MM/YYYY) and experience (hours))

Mountain Flying	Date	Hours	External Load	Date	Hours	Wildlife Survey	Date	Hours	Aerial Survey	Date	Hours
*Low Level Flying											

\* LOW LEVEL FLYING: ECC defines it as flying below 500 ft (AGL) that is not for the purpose of take-off or landing. It would include activities, such as: Forest Fire Management, Wildlife Management, Aerial Spraying, and Aerial Inspection and Surveillance.

Declaration

I certify that the information entered on this form is true to the best of my knowledge and belief

Pilot's Signature:	Date:
--------------------	-------

This Section to be Filled Out by Employer

To the best of my knowledge, I certify that all information entered on this form to be correct. The above-named pilot has been approved by the company's chief pilot to operate the type(s) of aircraft listed and to perform all indicated specialty flying.

Name of Authorized Representative (Please Print):	Signature of Authorized Representative:
Title:	Company:
	Date:

[illegible]



## STANDING OFFER AGREEMENT TERMS AND CONDITIONS

The following Terms and Conditions (“Terms and Conditions”) apply to the Standing Offer Agreement (“SOA”).

In these Terms and Conditions, a “Contractor” means a successful Bidder under the Request for Standing Offers.

1. This type of unilateral contract is commonly referred to as a Standing Offer Agreement. The Contractor agrees to provide the services required at the prices and in accordance with these Terms and Conditions.
2. The GNWT is not bound to purchase any services whatsoever.
3. Technical and operational information (“Information”) may be requested from time to time by the GNWT. Replies to such requests are mandatory. This Information must be provided to the GNWT within a reasonable period of time to avoid possible suspension of aircraft type, pilot, or termination of a Standing Offer Agreement.
4. Each Contractor must provide upon request, any additional information arising from review of the Confidential Pilot Information as requested herein.
5. The GNWT may terminate this Standing Offer Agreement without penalty, expense, or liability at any time for any reasons whatsoever upon giving written notice to this effect to the Contractor.
6. Individual contracts will be formed using the GNWT’s *Air Charter Purchase Order* contract document (“Purchase Order”). **The terms of the Standing Offer Agreement and those contained in the GNWT standard forms will take precedence over the Contractors published public tariff.**
7. The GNWT may enter into an SOA with a responsible and responsive Contractor which has met the requirements of the GNWT under this Request for Standing Offers, and which has been accepted as approved Air Carrier for the GNWT. A Contractor may be required to have their air operations inspected and approved by an Aviation Specialist designated by the GNWT, before being deemed responsible and responsive. Selection of an individual Contractor for GNWT requirements will be at the sole discretion of the GNWT personnel signing a Purchase Order. The determining factor in GNWT choice will be price and availability of the required aircraft type located nearest to the departure point; however, circumstances may warrant that other factors be considered.
8. The GNWT may in its discretion, increase or decrease the requirements of any contract and accordingly amend, change, or extend the term of any contract by means of written notice. No period of extension will exceed sixty (60) days unless mutually agreed in written form.
9. All services provided must be in accordance with GNWT policies, directives, methods, and procedures, and under the direction of such official(s) as may from time to time be designated by the GNWT.
10. The Contractor may not assign or delegate work to be done under this Agreement or any part thereof without written consent of the GNWT. In the case of a proposed assignment or monies owing to the Contractor under this Agreement, the Contractor is aware that the assignment must be consented to in writing by the Comptroller General of the GNWT pursuant to s.130(3) of the *Financial Administration Act*, S.N.W.T. 2015, c.13, as amended.
11. **Indemnification**  
The Contractor shall defend, indemnify and hold harmless the GNWT, its Ministers, officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Contractor in its performance of this Agreement. The obligation to indemnify and hold harmless shall not apply to the extent that a court of competent jurisdiction finally determines that such losses or damages were caused by the intentional or negligent acts or omissions of the GNWT, its Ministers, officers, employees, servants or agents.
12. **Insurance Requirements**  
The Contractor will, in addition to compliance with any provision of the *Aeronautics Act*, the air carrier regulations or any tariff, at its expense during the period of any resultant contract, without limiting its obligations or liabilities hereto, obtain and continuously carry the following insurances with limits not less than those shown.
  - a) Workers Safety and Compensation Commission (WSCC) insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Workers Safety and Compensation Commission (WSCC) as a result of an accident causing injury or death to an employee of the Contractor or subcontractor or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost and the Contractor will not be reimbursed by the GNWT.
  - b) Employer’s liability insurance with limits not less than two million dollars (\$2,000,000.00) for each accidental injury to or death of the air carrier’s employee(s) engaged in the work arising out of any resultant contract. If Workers Safety and Compensation Commission (WSCC) insurance exists, then, in such event, the aforementioned employer’s liability insurance will not be required but the commercial general liability must contain an endorsement providing for contingent employer’s liability insurance.



- c) Motor Vehicle and/or watercraft liability insurance covering all motor vehicles and/or watercraft owned and non-owned, operated and/or licensed by the air carrier and used in the performance of any resultant contract, in an amount not less than one million dollars (\$1,000,000.00) inclusive for each occurrence or accident.

The Department of Infrastructure, GNWT has additional requirements for vehicles accessing airside at GNWT airports. It is the Contractor's responsibility to be in compliance with those requirements, including obtaining motor vehicle liability insurance in an amount not less than two million dollars (\$2,000,000.00), with an airside access endorsement from their insurer.

- d) Commercial General Liability and or Airport Premises and Operations Liability insurance coverage in an amount not less than five million dollars (\$5,000,000.00) inclusive for each occurrence or accident for bodily injury, death, and property damage, including loss of use thereof, arising out of the business operations and or occupied airport premises of any resultant contract or agreement. Such coverage must include, but not be limited to:

- i) Products and Completed Operations Liability; \*
- ii) Contractors' Protective Liability; \*
- iii) Blanket Contractual Liability;
- iv) Broad Form Property Damage;
- v) Personal Injury Liability;
- vi) Cross Liability;
- vii) Medical Payments;
- viii) Non-owned Automobile Liability;
- ix) Contingent Employers Liability \*; and
- x) Employees as Additional Insureds

\* Where applicable

- e) Aircraft Legal Liability insurance covering all aircraft, owned or non-owned, operated and/or licensed by the Contractor and used in the operations under this Standing Offer Agreement for not less than the limits required by the *Aeronautics Act* and the *Canadian Aviation Regulations* or five million dollars (\$5,000,000.00), whichever amount is greater.
- f) The Commercial General Liability and or Airport Premises and Operations Liability and the Aircraft Liability policies must name the GNWT and all subcontractors as additional insured and must extend to cover the employees of the insureds hereunder.
- g) All policies must provide that fifteen (15) days written notice be given to the GNWT prior to any material changes or cancellation of any such policies.

- h) The Contractor must deposit with the GNWT, prior to the commencement of work and as requested, a certificate of insurance evidencing the insurance(s) required by any resultant contract in a form satisfactory to the GNWT and with insurance companies acceptable to the GNWT.
- i) The Contractor must have its insurers waive subrogation rights against the GNWT and/or its employees.
- j) The foregoing provisions must not limit the insurance coverage required by Municipal, Territorial, Provincial or Federal Law.
- k) In no event will the GNWT be liable for the loss of or damage to the Contractor's aircraft, equipment or property or any part thereof.
- l) The Contractor must provide a waiver of subrogation under any Hull Insurance Coverage the Contractor maintains for hull damage in favour of the Government of Northwest Territories with respect to services provided under any resultant contract.
- m) The Contractor must provide, maintain, and pay for any additional insurance required under this Agreement, or under any by-law, Regulation, Act, Statute, or similar instrument or which the Contractor considers necessary to cover risks not otherwise contemplated by the insurance specified in these conditions. The Contractor will be responsible for any deductibles, exclusions and/or insufficiencies of coverage relating to such policies.

### 13. Scope of Requirement

The aircraft will be used to conduct aerial work and/or to transport personnel, equipment, and supplies for:

- 1) The carriage of on board persons other than flight crew members;
- 2) The carriage of helicopter Class B, C or D external loads;
- 3) The towing of objects;
- 4) The dispersal of products;
- 5) Fire Fighting;
- 6) Forest Fire Activities;
- 7) Forest Management Activities;
- 8) Forest Resources Activities;
- 9) Wildlife Management;
- 10) Environment and Climate Change (ECC) Activities; and
- 11) Other uses, as directed by the Director, Forest Management Division, or delegate.

### 14. Availability and Unavailability

Acting through the Company Operations Manager and Chief Pilot, the Pilot-In-Command will receive and act upon instructions given by the GNWT in respect of the scheduling and operational use of the aircraft subject to the serviceability of the aircraft and weather conditions.



If requested, the Contractor must provide a written statement of cause when for safety or other reasons; the Contractor temporarily suspends a flight or any portion of the specified service.

15. **Communication and Navigation Equipment:**

All aircraft provided for the purposes of this agreement must be equipped with serviceable communication and navigation equipment capable of transmitting and receiving as required, and in addition, all aircraft must be equipped with a **serviceable** 406 MHZ Emergency Locator Transmitter (ELT).

It is preferred that all aircraft provided by the Contractor have an Iridium-based Automated Flight Following system (AFF) with the tracking feed made available to GNWT, Forest Management Division while under hire. Data management/transfer should meet the Canadian and United States requirements. AFF specifications are set out at:

[https://www.ciffo.ca/sites/default/files/2019-03/1\\_AFF\\_Data\\_Transfer\\_Specifications.pdf](https://www.ciffo.ca/sites/default/files/2019-03/1_AFF_Data_Transfer_Specifications.pdf)

For annual wildfire operations, all Contractor's hired that utilize SkyTrac for their AFF requirements are to ensure they have 3rd party consent forms sent into SkyTrac in advance to ensure their aircraft can be tracked immediately upon hire. This alleviates delays in approval process to have company aircraft's data feed to be sent to Selkirk Systems, Inc., so GNWT, Forest Management Division can track aircraft on their flight following system upon hire.

All equipment must conform to all GNWT specifications. The Contractor must advise the GNWT immediately of any unserviceable equipment. From time to time the GNWT may require, and the Contractor will provide, specialized communications and navigational equipment, the cost of which will be negotiated between the parties.

16. **Certificates & Authorities**

- a) Contractors providing air transportation service including carriage of cargo, equipment or passenger must have:
  - i) a valid licence issued by the Canadian Transportation Agency (CTA) for a Domestic Air Service;
  - ii) a valid Air Operator Certificate (AOC) for Domestic Air Service, authorizing the following Types of Operations: Air Transport, Cargo, Passengers; utilizing aircraft in one or more of the following categories as appropriate:
    - CAR 703 – Air Taxi Operations
    - CAR 704 – Commuter Operations
    - CAR 705 – Airline Operations
- b) Contractors providing aerial work service must have a valid Air Operator Certificate issued pursuant to CAR 702 – Aerial Work authorizing one or more of the following types of aerial work, as appropriate to the assigned task:

- i) The carriage on board of persons other than flight crew members:
  - 1. Aerial Inspection and Surveillance;
  - 2. Aerial Mapping;
  - 3. Aerial Photography;
  - 4. Aerial Surveying;
  - 5. Forest Fire Management;
  - 6. Flight Testing: Flight testing of avionics systems, navigation systems and other aircraft equipment;
  - 7. Parachute Jumping; and
  - 8. Wildlife Management: The capturing of animals, the collecting of samples from animals, and the placing of telemetry equipment on animals.
- ii) The carriage of helicopter Class B, C or D external loads;
  - 1. Aerial Construction;
  - 2. Aerial Harvesting: harvesting of articles such as pine cones from tree tops;
  - 3. External Load: the transportation of an external load;
  - 4. Heli-logging; and
  - 5. Wildlife Management: the slinging carriage of animals to trailers for relocation.
- iii) The towing of objects; or
  - 1. Aerial Advertising; and
  - 2. Glider Towing.
- iv) The dispersal of products.
  - 1. Aerial Advertising;
  - 2. Aerial Spraying;
  - 3. Fire-fighting;
  - 4. Forest Fire Management;
  - 5. Wildlife Management: the dropping of bait;
  - 6. Aerial Inspection and Surveillance;
  - 7. Aerial Photography;
  - 8. Forest Fire Management;
  - 9. Wildlife Management;
  - 10. Aerial Mapping;
  - 11. Aerial Spraying;
  - 12. Aerial Survey; and
  - 13. External Load.



- c) The following Special Authorizations/Specific Approvals are required:
  - i) Carriage of Persons; and
  - ii) Entering or Leaving Helicopter in Flight (helicopter air operations).
- d) The Contractors' Air Operator Certificate must be approved for Dangerous Goods and the Contractor must comply with the Transportation of Dangerous Goods Regulations and ICAO Technical Instructions regarding Dangerous Goods to carry and transport dangerous goods by air. The Dangerous Goods authority must have an Equivalency Certificate to allow the Carriage of Persons and Dangerous Goods as required for Environment and Climate Change (ECC) activities.
- e) The Contractor must be registered with NWT's Workers' Safety and Compensation Commission (WSCC). It is the Contractors' responsibility to provide a letter of good standing from the NWT Workers' Safety and Compensation Commission indicating that the Contractor is an independent business, with independent WSCC coverage. This letter of good standing must be provided when submitting this Standing Offer Agreement and must be valid for the entirety of this Standing Offer Agreement.
- f) The Department's Aviation Services section must be given **immediate** confirmed delivery, written notice of any operational capability changes, suspensions or cancellation of the above certificates and authorities.

#### 17. Operation, Interruption or Cancellation of Flights

The Contractor must have exclusive operational control over chartered aircraft and the contents and crew thereof. Every person who is provided with transportation on a chartered aircraft will comply with all the terms and conditions of the air carrier and all persons and property aboard a chartered aircraft will be subject to the authority of the Pilot-In-Command.

The Contractor may:

- Cancel or terminate the charter or any portion of a charter at any time;
- Return to base or to the last point of landing; or
- Divert or to land at an intermediate point.

When such action is deemed by the air operator to be necessary due to unserviceability, weather or to conditions beyond the control of the air operator.

An aircraft will be considered to be unavailable during any 24-hour period commencing at 07:00 hours, local time, when the aircraft cannot, due to mechanical failure of the said aircraft, inability of the crew to perform duties, including but not limited to where the crew has exceeded statutory flight and duty time limitations or failure of specialized equipment to complete contracted assignments.

In the event of such unavailability, the daily minimum hours will not be paid and no other charges or recoverable expenses, including crew expenses, will be considered.

#### 18. Substitution of Aircraft

- a) When, due to causes beyond the control of Contractor, the aircraft chartered is unavailable for the time the charter commences or becomes unavailable while carrying out the charter, the Contractor may furnish another aircraft of the same aircraft type or with approved consent of the GNWT, substitute any other type at the rates and charges applicable to the aircraft originally chartered except as provided below.
- b) When the substituted aircraft is capable of a larger payload than the original aircraft chartered the payload carried in the substituted aircraft will not be greater than the payload which would have been available in the aircraft originally chartered, unless the GNWT agrees to pay the rates and charges applicable to the substituted aircraft.
- c) When the maximum payload of the substituted aircraft is smaller than the maximum payload of the original aircraft chartered, charges will be based on the rates and charges applicable to the type of substituted aircraft except where such rates and charges are higher than those for the original aircraft chartered in which case the rates for the original aircraft will apply.
- d) When the chartered aircraft is required to be substituted, the substituted aircraft will be fuelled and ready for flight operations.

#### 19. Payment and Adjustment of Charges

When a charter is cancelled by the Contractor after commencement, charges will be assessed for the completed portion only:

- a) Where flights are not completed due to mechanical failure or crew casualties and the Contractor fails to arrange satisfactory alternative transportation.
- b) In respect of any flying in an unsuccessful attempt to complete a flight required under the charter unless the GNWT agrees in advance.
- c) Where charges are assessed on a mileage basis, in respect of any deviation not requested by the charterer.
- d) Upon request of the GNWT and subject to reimbursement by the GNWT, the Contractor may pay or assume responsibility for payment of charges for and not limited to, transportation, cartage, storage, loading, and unloading, government duties and custom fees accrued on the goods to be carried pursuant to the charter.



## 20. Crew Expenses

The GNWT will provide or reimburse for accommodations, meals and ground transportation between the aircraft and living quarters at the operating site when the Contractor's personnel are away from the Air Operator's main base of operations to the same standards as are applicable to GNWT personnel. Meals and Incidental rates are listed in Appendix A.

## 21. Additional Charges for Fuel and Oil

- When an aircraft is hired, it is assumed that the aircraft will be fuelled and ready for flight operations.
- The Department will provide or reimburse for fuel and oil at cost.
- Payment for fuel and oil surcharges will be based on actual costs incurred with no allowance for overhead or profit and subject to discretionary GNWT audit.
- Fuel receipts, for additional fuel purchases, must be provided and itemized on the invoice.

## 22. CONTINUANCE OF TERM CHARTERS

**When prior to its termination, any term charter is extended, the minimum charge (or daily minimums) for the charter will be recalculated and based on the charge which would have applied had the original charter included the period of the extension.**

### 22.1 Daily Minimums

Aircraft hired on a casual basis, less than one day **ARE NOT** compensated for daily minimums unless the aircraft is booked as such or the accumulated waiting period charge exceeds the daily minimum.

**Aircraft hired on a short-term basis, more than one day, the daily minimums are averaged. See section 23 f) for further detail.**

The daily minimums are cumulative over the life of the air charter purchase order which includes all subsequent extensions.

In the event of an unserviceable or unavailable aircraft, the daily minimum hours **WILL NOT** be paid and no other charges or recoverable expenses including crew expenses will be considered.

In the event that the aircraft cannot fly due to weather conditions and the aircraft is at its home base, the daily minimum hours will not be paid. The daily minimums may be prorated if the aircraft was able to fly a partial day.

## 23. Basic Charter Charges (for term and non-term charters)

Basic Charter charges will be:

- Rates per Mile** will apply for all point-to-point flights where flight distances **are** measurable (generally fixed wing aircraft only).

**Rates per Hour** will apply when the Contractor is providing air service for a charter engaged in operations involving flights or parts thereof where flight distances **are not** measurable or when requested by the GNWT.

- Where applicable, the flight time should be recorded to the nearest five minutes or to the nearest six minutes using the decimal system as follows:

0 to 02 minutes = 0.0 hour

15 to 20 minutes = 0.3 hours

33 to 38 minutes = 0.6 hours

51 to 56 minutes = 0.9 hours

03 to 08 minutes = 0.1 hour

21 to 26 minutes = 0.4 hours

39 to 44 minutes = 0.7 hours

57 to 60 minutes = 1.0 hours

09 to 14 minutes = 0.2 hours

27 to 32 minutes = 0.5 hours

45 to 50 minutes = 0.8 hours

**NO FLIGHT WILL BE CONSIDERED TO HAVE A DURATION OF LESS THAN 0.1 HOUR.**

- The flight time for fixed wing aircraft where the distances are **NOT** measurable will be the total time from the moment the aircraft first moves under its own power until the moment it comes to rest at the end of the flight (wheels roll to wheels stop).
  - The flight time for rotary wing aircraft will be the total time from the moment the helicopter first moves under its own power for the purpose of taking off until the moment it comes to rest at the end of the flight. When operations involve a continuous succession of flights, each of LESS than ten minutes duration AND the engine is NOT shut down between such flights, flying time will be computed from the time the helicopter commences to hover for the first flight until the helicopter ceases to hover after the final landing.
  - ECC defines and will reimburse a minimum start up flight time at 0.1 hours (not 0.2).
- The charges for performing the work on the charter computed by multiplying the applicable rate per mile or hour by the miles or hours flown performing such work or as applicable dependent upon contractual agreement.
  - The charges for positioning the aircraft prior to commencement of the charter work computed by multiplying the applicable rate per mile or hour by the lesser of the flight time or distance, if any, from the Contractor's base at which the chartered aircraft is shown



as available nearest to the place from which the work of the charter is to be performed or from the place at which the chartered aircraft is actually located at the time the charter is requested by the GNWT or an Offer is made by the Contractor to the place from which the work of the charter is to be performed.

- d) The charges for de-positioning the aircraft after completion of the charter work computed by multiplying the applicable rate per mile or hour by:
- The lesser of the flight time or distance if any to return the aircraft from the place at which the work of the charter terminated to the Contractor's base nearest the place at which the work of the charter commenced; or
  - The flight time actually performed where the Contractor elects to position the aircraft at another base, or to position the aircraft at the point at which another charter is to commence; or to position the aircraft at the point at which the aircraft is necessarily required for the Contractor's operational reason.
- e) **Landing Fees and Terminal Fees:**
- Standing Offer Agreement fees quoted shall not include separate billing for landing fees or terminal fees charged to the Air Operator by local airport operating authorities for flight operations originating or terminating at the air carrier's "home or sub-base base" of operations. However, if such fees are charged at destination or enroute airports where a flight is completed, such fees will be reimbursed at cost with **verification of payment or invoice**.
  - Individual "Specialty Flight Operations" fees or surcharges, away from home base, will be specifically authorized and approved prior to the conduct of the flight. Examples of such "off strip operations" include wheel landings on sea ice, off airport operations from eskers or unimproved areas, ski operations in off airport locations, float plane operations with multiple landings such as water sampling, game count or capture, etc.
- f) Total flight charges payable under any resultant contract must not exceed the Contractor's SOA daily minimum charges, times the number of days the aircraft is contracted for, **or** the total number of flying hours accumulated, or miles logged, whichever is greater.

23.1 In the case of contracts for **ROTARY WING** services only, the GNWT will only pay the stated hourly rate and the following **DAILY MINIMUM** charges (regardless of the daily minimum submitted by the Contractor):

- January, February, March, April, October, November, and December – two (2.0) hours at the quoted dry hourly rate;

- May and September – three (3.0) hours at the quoted dry hourly rate; and
- June, July, and August – four (4.0) hours at the quoted dry hourly rate.

When under term charter, the daily minimum outlined above will be paid to all serviceable aircraft under specific contracts when flying time is less than the stated minimum for the period indicated.

23.2 In the case of contracts for **FIXED WING** services only, where the aircraft is hired by the Daily Minimum rate, the GNWT will only pay the stated **DAILY MINIMUM** charges (regardless of the daily minimum submitted by the Contractor):

- April to March – four (4.0) hours at the quoted dry hourly rate.

When under term charter, the daily minimum outlined above will be paid to all serviceable aircraft under specific contracts when flying time is less than the stated minimum for the period indicated.

#### 24. **Application of Detention Charges**

- When the aircraft is detained beyond the SOA free detention time at the request of the GNWT or because of delay in loading or unloading to meet the requirements of the GNWT, the detention charges will apply.
- The detention charges will not be assessed beyond the amount required to bring the revenue for a day up to the equivalent of the minimum charge per day.
- When daily detention charges are applicable for any day, any charges for flying on that day will be deducted from the detention charges.
- Upon booking a one (1) day hire, the client and air operator shall define one (1) hour after initial flight departure time is booked to cancel, or rebook, the flight due to adverse weather conditions to effectively carry out aerial work requirements at no cost to ECC.

#### 25. **Charges for Special Services, Equipment & Personnel**

The Contractor will be responsible for the cost of:

- Transportation of spare parts and special equipment required to service the aircraft, unless prior written approval is received from the GNWT; and
- The cost of airtime and data transfer for satellite phone and tracking systems.

#### 26. **Liability for Delay**

The Contractor will not be liable for delay either before the flight is commenced or at any time during the charter due to weather, unserviceability or to conditions beyond the control of the Contractor.



**27. Safety Briefing**

The Pilot-in-Command of the aircraft must provide a safety briefing in accordance with the Canadian Aviation Regulations before the flight commences.

**28. Invoicing**

All Invoices for aircraft charters undertaken by Environment and Climate Change (ECC) must be submitted to:

ECC, Forest Management Division  
c/o Financial and Employee Shared Services  
Government of Northwest Territories  
PO Box 1230, 182B McDougal Road, Fort Smith, NT X0E 0P0  
Email: [aviation\\_invoice@gov.nt.ca](mailto:aviation_invoice@gov.nt.ca)  
Subject: Company name, PO # and Invoice #

The Contractor must submit all invoices for services rendered or for other charges under this Agreement within fourteen (14) days after such service was performed.

Invoices will be paid twenty (20) days from date of receipt for Northern Approved Contractors (as defined by the GNWT Business Incentive Policy, 63.02) and thirty (30) days from date of receipt for all other contractors.

Invoices must clearly state the Air Charter Purchase Order number and aircraft registration. Invoices without an Air Charter Purchase Order number will be returned to the Contractor.

Invoices must be separated by individual Purchase Order, which should include any subsequent extensions. Invoice costs must be itemized by date.

Each original invoice for flying must be supported by flight tickets or daily flight reports signed by the GNWT after each flight, showing that the service covered by the accompanied invoice has been completed in accordance with the contract.

When invoicing for *Fixed Wing Aircraft* (excluding Airtankers), the Department only will pay the rate per mile for all Point-to-Point flights where the distances are measurable. The Department will pay the rate per hour for flights, or parts thereof, where the flight distances are not measurable such as detection patrols, fire reconnaissance or wildlife survey flights.

When invoicing a rate per hour, the up and down times must be recorded for EACH leg of the flight on the appropriate daily flight ticket/reports.

Flight tickets or daily flight reports are to be signed by GNWT personnel on a daily basis. All additional charges authorized by the GNWT including meals, accommodations, ground transportation or fuel/oil must be indicated on the signed flight report (minus GST). Failure to do so may result in delay or non-payment of unauthorized charges.

Invoices for crew expenses away from home base, fuel/oil and incidental charges must clearly identify the nature of the charge and must be supported by detailed receipts.

If meals are applicable, meals are to be invoiced at current GNWT duty travel rates. Receipts are not required for meals.

Aircrews may not claim for meals, incidentals or private accommodations while staying at GNWT facilities, bases or camps. Crew expenses, fuel, oil or other recoverable charges cannot be claimed if supplied by the GNWT.

GST must be deducted from all crew expenses (hotel/vehicle rental), vehicle fuel and fuel/oil receipts.

The GNWT does not accept and is not liable for third party billing. Under no circumstances are crew expenses to be billed directly to the GNWT.

29. The Contractor will not be required to provide services hereunder when in the judgement of the Contractor, conditions exist which are likely to create a hazard to the flight.
30. The Contractor may be permitted to contract for incidental traffic on GNWT charters only with prior approval of the GNWT.
31. **Aircrew Conditions – General**

All aircrews provided by the Contractor over the term of the work will be subject to prior approval and acceptance of the GNWT.

The GNWT, in its sole discretion can refuse to accept the services of any crewmember whether such refusal is reasonable or not and without providing particulars of such refusal to the Contractor. The Contractor will withdraw such crewmember upon written request of the GNWT. The aircraft involved will be considered unserviceable until an acceptable aircrew is provided.

Without limiting the GNWT's sole discretion of refusal, factors for refusal may include but are not limited to the following:

Aircrews who fail to follow safe operating practices; aircrews who perform ineffectively (being consistently late, forgetting essential equipment, etc.); aircrews who refuse to co-operate in the fulfilment of the project objectives are unable or unwilling to adapt to field living conditions or whose general performance is unsatisfactory or otherwise disruptive or detrimental to the purpose for which contracted; aircrews who are incompatible with GNWT personnel and previous aircraft accident/incident history of aircrews may be considered as a factor in refusal.

The Contractor must replace any aircrew member exhibiting signs of fatigue.

The Contractor must withdraw any aircrew member who fails to operate the aircraft within standards that are considered acceptable within the resource management industry.



The Contractor must provide an aircrew required for each aircraft type it operates as specified in the Contractor's Transport Canada approved Flight Operations manual. The GNWT reserves the option of specifying a specific pilot or aircraft from any Contractor.

Aircrews working for the Department will **NOT** fly more than eight (8) hours in any 24 consecutive hour period (8 hours per day). The eight-hour maximum daily flight time will also include any non-Departmental flying. If a pilot flies for another customer, the eight-hour limit will be reduced accordingly, i.e., if a pilot flies two hours on another job, the pilot will only be allowed to fly six hours for the Department during that 24-hour period. The air carrier must advise the Department's Aviation Services section during the hiring process if the pilot had flown for another customer during the prior 24-hour period.

Aircrews working for the Department will be limited to twelve (12) hours of duty time in anyone (1)-day (24 consecutive hour period) including any non-Departmental duty time.

When, in extenuating circumstances a need exists to exceed the flight time and flight duty time limitations and rest period as specified in the Commercial Air Service Standards it will be the Pilot-in-Command/Air Operator's responsibility to ensure that the necessary authorizations are obtained.

## 32. Specific Requirements – ROTARY WING

### 32.1 Aircrew Requirements:

- a) The Contractor must provide a crew of two:

A trained and qualified pilot having the appropriate pilots' licence and type ratings/ endorsements with the following minimum experience:

- i) medium or heavy class rotary wing – 1,500 hours PIC helicopter;
- ii) intermediate class rotary wing – 1,000 hours PIC helicopter;
- iii) light class – 600 hours PIC helicopter;
- iv) 100 hours PIC on helicopter type;
- v) one (1) season fire-fighting and water bucketing experience; and
- vi) certified for entering or leaving helicopter in flight (hover exit) operations in accordance with the air operators' Company Operations Manual.

A trained and qualified aircraft maintenance engineer with the appropriate licences, endorsements and aircraft certification authority for the designated aircraft and engine type.

**It is the Air Operators responsibility to ensure company pilot(s) have a valid PPC Expiry Date at time of hire to the GNWT, which includes PCC.**

- b) The GNWT may ask on specific contracts that the carrier provide crew with experience greater than the minimums outlined above.

- c) All aircrew assigned over the term of the work are subject to prior approval by the department.
- d) An aircraft maintenance engineer with the appropriate licences and endorsements may be required for aircraft positioned at work sites not routinely serviced by scheduled commercial air carriers (i.e., fire camps, remote settlements, etc.).
- e) Aircrew are expected to have in their possession adequate personal effects (sleeping bags, pillow, toiletries, medication, foam mattress, etc.) to work from remote locations. The Department will supply aircrew with portable sleeping cots and accommodations, this shall be suitable accommodations. This means a single occupancy bedroom that is subject to a minimal level of noise is well ventilated and has facilities to control the levels of temperature and light or where such a bedroom is not available, an accommodation that is suitable for the site and season is subject to a minimal level of noise and provides adequate comfort and protection from the elements as outlined in Canadian Aviation Regulations (CAR's).
- f) The aircraft and/or aircrew duration will only be onsite remotely for a maximum of 5 (five) days before rotated out to a regional center or closest community where commercial accommodations are provided.
- g) Rotation crew must have the same qualifications.
- h) Forty-eight (48) hours prior notification of crew changes is required.
- i) As may be required from time to time, a **double crew** may be requested to allow increased utilization. The Contractor should indicate if they are prepared to provide double crewing upon request and at what cost.
- j) Air Operators will provide aircrew with adequate **Time Free from Duty**, as per CAR 702.96.

### 32.2 Aircraft Requirements: (Casual Hire)

- a) The aircraft is to be equipped with:
- i) One (1) barrel sling and two (2) cargo nets with lanyards; each set of slings to be capable of handling the sling capacity of the aircraft.
  - ii) One (1) fire-bombing bucket is mandatory; Bambi collapsible type with instant deployment system, or equivalent that is suitable to the operational performance for helicopter type.
  - iii) All helicopters must have upper surfaces of the main rotor blades painted in solid or alternating color patterns with high visibility paint; Main rotor upper surfaces to be painted with contrasting bands.
  - iv) White or red strobe lights visible from all directions.
  - v) An hour meter activated by either the collective or transmission oil pressure.



- vi) Cargo restraint nets sufficient to secure cargo in compliance with Transport Canada Regulations.
  - vii) Survival equipment in compliance with CAR 602.61 and CASS 723.82, 724.84 and 725.95, as appropriate. The survival equipment shall be suitable for the season and area of operation.
  - viii) Transport Canada approved shoulder harnesses are mandatory for front seat positions and rear seat positions.
  - ix) Cargo restraint nets and/or straps sufficient to secure cargo for capacity of the aircraft, in compliance with Transport Canada regulations.
  - x) A USB Type-A and Type-C accessory outlet is required to accommodate GNWT mobile devices (tablets and smartphones).
  - xi) Portable electric refuelling equipment is required to refuel from 45-gallon fuel drums.
  - xii) Dual controls must be removed when carrying passengers.
  - xiii) Long lines, one 15 metres (50 feet) and one 30 metres (100 feet).
  - xiv) High skid gear with bear paws.
  - xv) A convex mirror for indirect observations of the sling load by the pilot.
- b) **Radio/Navigation Equipment (minimum requirements):**
- i) One Transport Canada approved, VHF-AM Transceiver operating in the 118.0 – 136.0 MHz frequency range, with 25 KHz spacing and the ability to monitor two (2) separate frequencies.
  - ii) One Project 25 (P25) approved VHF-FM transceiver capable of programming and retaining 99 or more channels of operating on 138.0 – 174.0 MHz transmit-and-receive with full access to CTCSS sub-audible tones, Network Access Codes (NAC) and be switchable by the operator to any of the 32 standard CTCSS tones or one of the 4096 NAC codes and capable of narrow banding and a minimum of one guard channel. All radios must be useable by the pilot with a “push to talk” button on the cyclic.
  - iii) A satellite telephone system or equivalent, wired through aircraft audio panel, with external antenna is preferred.
  - iv) Provision for operation of all radios and intercom communications through headset boom microphones by both pilot and passenger occupying front seat.
  - v) One intercom for:
    - a) Medium aircraft – front and three rear seats, with headsets and boom microphones.
    - b) Light/Intermediate aircraft – front and all rear seat positions with headsets and boom microphones.
  - vi) Unserviceable radio equipment and accessories are to be considered as rendering the aircraft unserviceable for operational use.
  - vii) One installed Global Positioning System (GPS) receiver unit mounted in a central position between the pilot and co-pilot station. GPS units are mounted and in a position that does not impede the passenger view from the co-pilot seat. Preferably with degree decimal second (DMS) as the standard display.
  - viii) One Emergency Locator Transmitter (ELT). All aircraft must be equipped with a serviceable 406 MHZ Emergency Locator Transmitter (ELT). An unserviceable Emergency Locator Transmitter (ELT) will render the aircraft unserviceable for operational use.
  - ix) One “Mode C” Transponder (**must be serviceable and turned on at all times**).
- All aircraft provided for the purposes of this agreement must be equipped with serviceable communication and navigation equipment capable of transmitting and receiving as required. It is preferred that all aircraft provided by the Contractor have an Iridium-based Automated Flight Following system (AFF) with the tracking feed made available to GNWT, Forest Management Division while under hire. Data management/transfer should meet the Canadian and United States requirements. AFF specifications are set out at:
- [https://www.ciffc.ca/sites/default/files/2019-03/1\\_AFF\\_Data\\_Transfer\\_Specifications.pdf](https://www.ciffc.ca/sites/default/files/2019-03/1_AFF_Data_Transfer_Specifications.pdf)
- Near real time tracking device that is capable of providing position, speed and heading in a standard AFF (automated flight following) format at a minimum of every two (2) minutes.
- The satellite system must meet the USAFF XML data specification and either push the data to a GNWT server or allow GNWT services to pull the data from its data server. Access to a map application is not a substitute.
- Must be Automated Flight Following (AFF) compliant.
  - Must be connected to the aircraft power source.
  - Installed in such a manner that the GPS and Satellite antennas have maximum vertical exposure to ensure connectivity with the satellites.
  - Installation is approved via an Engineering Order (EO), Limited Supplemental Type Approval (LSTA), or a Supplemental Type Certificate (STC).



- Secure in such a manner that in the event of a firm landing it will not become dislodged and pose a risk to cabin crew.

Air Operator will provide the Government of Northwest Territories (GNWT), Forest Management Division, Aviation Services office in Fort Smith with the Electronic Serial Number (ESN) and/or the International Mobile Equipment Identity (IMEI) number for entry into the tracking system. If the helicopter is **not** tracking, it will be considered unserviceable and removed from service until Forest Management Division-HQ is able to track them.

All equipment must conform to all GNWT specifications. The Contractor must advise the GNWT immediately of any unserviceable equipment. From time to time the GNWT may require, and the Contractor will provide, specialized communications and navigational equipment, the cost of which will be negotiated between the parties.

**Note:** *inoperable radios or satellite tracking modem (AFF) constitutes an unserviceable aircraft for operational use. Dependent on the aircraft unserviceable reason, an Incident Report may need to be completed.*

c) **Hover Exit:**

MUST be certified for hover exit/entry by Transport Canada.

d) **Helicopter Class Definition:**

MAXIMUM INTERNAL and EXTERNAL GROSS WEIGHT

- Light  
0-3,599 lbs.  
Maximum external load capacity up to 1,500 lbs.  
1 to 4 px (i.e.: R22, B206B3, Hughes 500, etc.)
- Intermediate  
3,600-4,999 lbs.  
Maximum external load capacity up to 2,500 lbs.  
5 to 8 px (i.e.: B206LR, B407 AS350, etc.)
- Medium  
5,000-12,500 lbs.  
Maximum external load capacity up to 12,500 lbs.  
9 to 14 px (i.e.: B205, B212, S55T, etc.)
- Heavy  
Over 12,501 lbs.  
Maximum external load capacity up to 25,000 lbs.  
15 plus px (i.e.: S61, S64, Kamov, etc.)

33. **Specific Requirements – FIXED WING**

33.1 **Aircrew Requirements:**

- The Contractor must provide the aircrew required for each of its aircraft type as specified in the Contractor's Transport Canada approved Flight Operations Manual.  
  
The Pilot-In-Command (PIC) must have an appropriate pilot licence and type ratings/endorsements with the minimum qualifications of:

**Large Multi-Engine Aircraft (12,501 lbs. and over)**

- total time: 2,500 hours PIC
- total time on type: 100 hours PIC

**Small Multi-Engine Aircraft (under 12,500 lbs.)**

Includes: Beechcraft King Air 300, Beechcraft 1900D, CASA C-212, de Havilland Twin Otter, Dornier 228, Fairchild Metro III and 23 aircraft, and Shorts (SC7) Skyvan.

- total time: 1,500 hours PIC
- total time on type: 100 hours PIC

**Single Engine Aircraft and Cessna 337**

- total time: 600 hours PIC
- total time on type: 100 hours PIC

**Float Operations**

- PIC multi-engine: 150 hours PIC float time
- PIC single-engine: 100 hours PIC float time

**Ski Operations**

- PIC multi-engine: 150 hours PIC ski time
- PIC single-engine: 100 hours PIC ski time

**Pilots that operate in a water environment (floats) are to have Underwater Emergency Egress Training within the previous three (3) years.**

**It is the Air Operators responsibility to ensure company pilot(s) have a valid PPC Expiry Date at time of hire to the GNWT, which includes PCC.**

- The GNWT may ask on specific contracts that the air operator provide crew with experience greater than the minimums outlined above.
- All aircrew assigned over the term of the work are subject to prior approval by the Department.
- An aircraft maintenance engineer with the appropriate licences and endorsements or a crewperson may be required for aircraft positioned at work sites not routinely serviced by scheduled commercial air carriers, (i.e., fire camps, remote settlements, etc.).
- Aircrew are expected to have in their possession adequate personal effects (sleeping bags, pillow, toiletries, medication, foam mattress etc.) to work from remote locations. The Department will supply aircrew with portable sleeping cots and accommodations, this shall be suitable accommodations. This means a single occupancy bedroom that is subject to a minimal level of noise is well ventilated and has facilities to control the levels of temperature and light or where such a bedroom is not available, an accommodation that is suitable for the site and season is subject to a minimal level of noise and provides adequate comfort and protection from the elements as outlined in Canadian Air Regulations.
- The aircraft and/or aircrew duration will only be onsite remotely for a maximum of 5 (five) days before rotated out to a regional center or closest community where commercial accommodations are provided.



- g) Rotation crew must have the same qualifications.
- h) Forty-eight (48) hours prior notification of crew changes is required.
- i) Air Operators will provide aircrew with adequate **Time Free from Duty**, as per CAR 702.96.

### 33.2 Aircraft Requirements: (Casual Hire)

- a) Each aircraft is to have the following minimum equipment.
  - i) Seats, seat belts and cargo securing equipment for rated capacity of the aircraft.
  - ii) Survival equipment in compliance with CAR 602.61 and CASS 723.82, 724.84 and 725.95 as appropriate. The survival equipment shall be suitable for the season and area of operation.
  - iii) A USB Type-A and Type-C accessory outlet is required to accommodate GNWT mobile devices (tablets and smartphones).
  - iv) Portable refuelling equipment is required.
  - v) Red or white strobe lights visible from all directions.
  - vi) One functioning Global Positioning System (GPS) unit.

#### b) Communication equipment:

- i) One Transport Canada approved, VHF-AM Transceiver with a frequency range of 118.0 MHz to 136.0 MHz at 25 kHz spacing with ability to monitor two separate frequencies.
- ii) One Transport Canada approved VHF-FM Transceiver with a frequency range of 138 MHz to 174 MHz. Transceiver must be able to operate with a headset boom microphone from both front seats of the aircraft with intercom capability between pilot and observer. Maximum power setting of FM transceiver = 10 watts. Provision for operation of all radios and intercom through headset boom microphones by both pilot and passengers occupying the front seat and two rear seats is preferred.

All casual hire fixed wing aircraft on contract with the Department must be able to communicate effectively with Regional offices on the Department's FM radio network. In the event that a particular aircraft does not have a permanently installed FM radio, they must have an antenna mounted on the aircraft that is electrically isolated from the aircraft fuselage to enable the temporary installation of a portable FM radio.

**Regions will be supplied with adapters to allow the use of portable FM radios.**

- iii) Unserviceable radio equipment and accessories are to be considered as rendering the aircraft unserviceable for operational use.

- iv) A satellite telephone system or equivalent, wired through aircraft audio panel, with external antenna is preferred.
- v) One installed Global Positioning System (GPS) receiver unit having a minimum of four (4) channels capable of storing up to 100 user inputted way points and mounted in a position where there is no obstruction to the pilot.
- vi) One Emergency Locator Transmitter (ELT). All aircraft must be equipped with a **serviceable** 406 MHz Emergency Locator Transmitter (ELT). An unserviceable ELT will render the aircraft unserviceable for operational use.
- vii) One "Mode C" Transponder (**must be serviceable and turned on at all times**).
- viii) It is preferred that all aircraft provided by the Contractor have an Iridium-based Automated Flight Following system (AFF) providing voice communications and data management/transfer, with the tracking data made available to GNWT, Forest Management while under hire. Data management/transfer should meet the Canadian and United States requirements. AFF specifications are set out at: [https://www.cifffc.ca/sites/default/files/2019-03/1\\_AFF\\_Data\\_Transfer\\_Specifications.pdf](https://www.cifffc.ca/sites/default/files/2019-03/1_AFF_Data_Transfer_Specifications.pdf)

### 34. Aircraft Inspections

The GNWT must monitor the Contractor's technical compliance as related to the terms, conditions and specification contained in the contract. Without limiting the rights of the GNWT the following items will also be included: inspect each aircraft, its equipment, and documents relating to the airworthiness of the aircraft and operational control documentation including flight plans or flight notification, loading records, logs, and aircrew log books and licences. Such inspections will not relieve the Contractor from meeting all Transport Canada requirements or the provision of the *National Transportation Act* or the *Aeronautics Act*. **It is expected that during inspections, the contractor will work harmoniously with the GNWT representative(s) to allow facility access, and co-operative resolution of any issues raised as a result of the inspection process.**

- 35. The Contract/Agreement and all information issued, used, or disclosed in connection with the work, excluding the Contractor's information generally available to the public are private and may be classified as to degrees of precaution necessary for their safeguarding. The Contractor must at all times take all measures reasonably necessary, including those set out in any instruction issued by the GNWT for the protection of the same and any government issue.



36. The parties and their employees, agents, and representatives must observe and be bound by the *Harassment Free and Respectful Workplace Policy* of the GNWT as it applies to this contract., a copy of the *Harassment Free and Respectful Workplace Policy* can be found at the following website: <https://www.fin.gov.nt.ca/en/resources/harassment-free-and-respectful-workplace-policy>.

The Contractor will, upon the request of the GNWT, remove from any GNWT work site where the contract work is being performed, any person employed by it for the purposes of the contract who, in the opinion of the GNWT, has violated the *Harassment Free and Respectful Workplace Policy*.

37. The GNWT purchases are made on a tax-free (zero rated) basis in accordance with the following certification:

The GNWT certifies that the property and services purchased by the GNWT from the Contractor are being purchased with government funds and are not, therefore, subject to the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST). Even though the Contractor will not charge GST or HST, the Contractor may be eligible to receive input tax credits with respect to any GST or HST liability incurred by the Contractor in

providing the property and services if such a refund would be available in other circumstances. It is the sole responsibility of the Contractor to determine if input tax credits are available in respect to the provision of property and services to the GNWT. The GNWT will not compensate the Contractor for any GST or HST liability incurred in the provision of property and services to the GNWT.

38. The GNWT is not liable for remitting source deductions (including income tax, CPP, EI and WSCC premiums) relating to payments made to the contractor.
39. One of the priorities of the GNWT is to ensure local and northern materials; equipment and labour are used to the fullest extent practical on any GNWT contract. Therefore, the Business Incentive Policy, 63.02 applies. The local Tender adjustment of 5% will **NOT** be applied to Air Charters as per the BIP Interpretive Bulletin # 6. Contractors can obtain information on the GNWT Business Incentive Policy from the web site:

<http://www.iti.gov.nt.ca/iea/bip/index.htm> or the BIP Monitoring Office.

## GENERAL CONDITIONS

In addition to the Terms and Conditions of this Standing Offer Agreement, the following General Conditions will apply.

1. **Definitions:** For the purpose of this agreement;

“GNWT” means the Government of Northwest Territories.

“Unavailability” will mean the circumstances of and the time when the aircraft, pilot, or engineer for it, is not in condition to perform, fails to perform or is unavailable to perform as required by the Agreement. Unavailability status will continue to apply each day until the failure and unavailability is corrected.

“Written Notice” will include properly authorized and signed facsimile transmissions or confirmed delivery by other electronic means.

“Prorate” will mean to divide or assess proportionately according to an exactly calculable factor to the nearest tenth (10<sup>th</sup>).

“Air Carrier/Contractor/Air Operator” are interchangeable terms, which mean a sole proprietorship, partnership, or limited company that possesses a valid Air Operating Certificate issued by Transport Canada and a licence issued by the Canadian Transportation Agency for the aircraft contracted for by the GNWT.

“User Authority/Contract Authority” means any GNWT Department, Agency or Employee authorized to contract for aircraft services.

“Contract” means the Agreement in the form required by the GNWT including an Air Charter Order/Service Contract entered into with the Contractor.

“Department” means the Department of Environment and Climate Change (ECC).

2. **Regulations:**

In respect of services to be provided hereunder, the Contractor must comply with the provisions of the *National Transportation Act* and the *Aeronautics Act*, and with all applicable directions, orders, rules, and regulations made thereunder.

3. **Sufficient Funds:**

It is a condition of any resultant contract that payment is subject to Section 97 of the *Financial Administration Act*, as amended, which provides as follows:

“It is a condition of every contract and other agreement made by or on behalf of Government requiring an expenditure that an expenditure pursuant to the contract or agreement will be incurred only if there is a sufficient uncommitted balance in the appropriation for the Department for the Government fiscal year in which the expenditure is required under the contract or agreement.”

4. **Set-Off:**

The GNWT may set-off any payment due the Contractor pursuant to any resultant contract against any monies owed by the Contractor to the GNWT pursuant to any resultant contract or otherwise.



5. **Default:**

In the event that the Contractor is, in the opinion of the GNWT, in default in respect of any obligation hereunder the GNWT may do any act as it deems necessary to remedy such default and the GNWT may deduct or set-off the cost of such remedy against any payment due the Contractor under any resultant contract.

6. **Hold Back:**

The GNWT having given written notice of a breach, may withhold or hold back, in whole or in part, any payment due the Contractor without penalty, expense or liability, if in the opinion of the GNWT, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor hereunder. Any such hold back will continue until the breach has been remedied to the satisfaction of the GNWT.

7. **Termination:**

The GNWT may terminate any resultant contract at any time without penalty upon giving written notice to this effect to the Contractor if, in the opinion of the GNWT, the Contractor is not able to perform the services as required, the Contractor's performance of work is persistently faulty, or in the event that the Contractor becomes insolvent or commits an act of bankruptcy. Other reasons for termination of any resultant contract will include but must not be limited to the following: prolonged unserviceability of aircraft; aircraft fails to perform according to the manufacturer's specifications, unserviceable radios, unserviceable ELT, non-compliance with Transport Canada regulations, or by mutual agreement. Any resultant contract will terminate as of the day for termination set out in the written notice. The Contractor will forthwith invoice the GNWT for work performed to the date of termination.

8. **Employer/Employee Relationship:**

For greater certainty, it is understood and agreed that nothing contained herein must create or will be deemed to create the relationship of either employer and employee or principal and agent between parties hereto.

9. **Laws:**

This Standing Offer Agreement will be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.

10. **Waiver:**

It is understood and agreed that no waiver by either party of any breach of any term, condition or covenant of any resultant contract will be effective unless the waiver is in writing and signed by both parties nor will any such waiver be taken or held to be a waiver of any further breach of the same term, conditions, or covenant.

11. **Performance:**

It is understood and agreed that the failure of either party at any time to require the performance of any provision or requirement of any resultant contract must not affect the right of that party to require the subsequent performance of that provision or requirement.

12. **Labour Disputes:**

In the event that any actual or potential labour dispute delays or threatens to delay the timely performance of any resultant contract the Contractor agrees forthwith to give written notice of any such dispute to the GNWT and in such event the GNWT may terminate any resultant contract without penalty, expense, or liability upon giving written notice to this effect to the Contractor.

13. **Provisions of the Standing Offer Agreement:**

It is intended that all provisions of the Standing Offer Agreement will be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions will be deemed severed from the remainder of this agreement and all other provisions will remain in full force.

14. **Assignment:**

The Standing Offer Agreement will enure to the benefit of, and be binding on, the respective administrators, successors and assigns of each of the parties hereto.

APPENDIX A

Meals and Incidental Expenses – October 1, 2022

The allowances for meals and incidental expenses when travelling in Canada are:

Breakfast	\$25.55
Lunch	\$31.00
Dinner	\$66.35
Incidentals	\$17.30
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	\$140.20

NEW RATES MAY BE ISSUED APRIL 01, 2023